

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acquatic Centre of Tulsa, Inc		12/17/2021	Corporation:
RECEIVING PARTY DATA			
Name:	SafeSplash Swim School Parker, LLC		
Street Address:	12240 Lioness Way		
City:	Parker		
State/Country:	COLORADO		
Postal Code:	80134		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5865152	MILLER SWIM SCHOOL	
Registration Number:	5564148	MILLER SWIM SCHOOL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9186712720		
Email:	phltrademarks@gmail.com		
Correspondent Name:	Paige Hulse		
Address Line 1:	4870 S. Lewis Ave Ste. 204		
Address Line 4:	Tulsa, OKLAHOMA 74105		
NAME OF SUBMITTER:	Paige Hulse		
SIGNATURE:	/Paige Hulse/		
DATE SIGNED:	03/16/2022		
Total Attachments: 6			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is entered into on December 17, 2021 (“**Effective Date**”), by and among SafeSplash Swim School Parker, LLC, a Colorado limited liability company (“**Buyer**”), Aquatic Centre of Tulsa, Inc., an Oklahoma corporation (“**Aquatic Centre**”), Miller Swim School West, LLC, an Oklahoma limited liability company (“**Miller Swim**”), and ShopMillerSwim, LLC, an Oklahoma limited liability company (“**ShopMiller**”) (Aquatic Centre, Miller Swim, and ShopMiller are each a “**Seller Entity**” and are collectively referred to herein as the “**Seller Entities**”). Buyer and Seller Entities are collectively referred to herein as the “**Parties**.”

RECITALS

A. This Assignment is made pursuant to that certain Asset Purchase Agreement, dated December 17, 2021 (“**Purchase Agreement**”) by and among Buyer, Seller Entities, and Larry Miller and Rita Miller, individuals (collectively, “**Owners**”), pursuant to which Buyer has purchased substantially all of the assets utilized in the Swim Schools Business owned and operated by Seller Entities.

B. In connection with the transactions contemplated under the Purchase Agreement, Seller Entities desire to assign all right, title, and interest in and to the Acquired Assets listed in **Exhibit A** hereto, free and clear of all security interests, as set forth herein, and Buyer desires to have Buyer assume the Assumed Liabilities listed in **Exhibit B** hereto from Seller Entities, as set forth herein.

AGREEMENT

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. All capitalized terms used in this Assignment and not specifically defined have the respective meanings as set forth in the Purchase Agreement.
2. Assignment of Acquired Assets. Seller Entities do hereby assign, transfer, and convey to Buyer, its successors and assigns, free and clear of all security interests, all of Seller Entities’ right, title, and interest in and to the Acquired Assets listed in **Exhibit A** hereto, and all rights arising from or related thereto.
3. Assignment of Intellectual Property and Goodwill. In addition to the assignment of the Acquired Assets listed in Section 2 above, Seller Entities do hereby assign, transfer, and set over unto Buyer, its successors and assigns, Seller Entities’ entire right, title, and interest in and to the Intellectual Property, respectively, including, without limitation: (a) all registrations and applications therefore and the right to apply for and register the Intellectual Property in the United States of America and all other countries and geographic areas in the world, together with the goodwill symbolized by the Intellectual Property; (b) all common law and statutory rights related thereto; (c) all rights of renewal and extension; (d) all rights to bring actions for and settle past, present and future infringement, dilution, misappropriation, and unauthorized use claims

concerning the Intellectual Property, and any claims involving injury to goodwill associated with the use of any of the Intellectual Property, in any country or other geographic area in the world; and (e) all rights to receive all proceeds from any of the foregoing, including licenses, royalties income, payments, and damages. For purposes of this Section 3, “**Intellectual Property**” includes any and all patents, copyrights, trade secrets, trademarks, trade names, domain names, service marks, confidential information, technology, ideas, concepts, design methodology, or other invention specifically related to the Acquired Assets.

4. Assumption. Buyer hereby accepts the assignment of Acquired Assets set forth in Section 2 above, and the assignment of Intellectual Property and goodwill set forth in Section 3 above, and hereby assumes the Assumed Liabilities listed in **Exhibit B** hereto.

5. Applicable Law. This Assignment will be construed in accordance with and governed by the laws of the State of Colorado, without regard to its conflicts of laws provisions.

6. Dispute Resolution. Any dispute that arises relating to this Assignment will be subject to the same dispute resolution process set forth in Section 7.4 of the Purchase Agreement.

7. Successors and Assigns. This Assignment is binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.

8. No Merger. The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement, and all of the representations and warranties, covenants and agreements contained therein. The representations, warranties, and covenants of Seller Entities and Buyer in the Purchase Agreement will survive the execution and delivery of this Assignment, and will not be merged herein or integrated herewith. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

9. Multiple Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signature pages will be considered originals.

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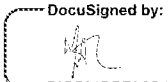
The Parties have executed and delivered this Assignment to be effective on the day and year first above written.

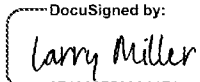
BUYER

SELLER ENTITIES

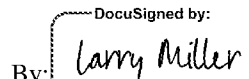
SAFESPLASH SWIM SCHOOL PARKER, LLC

AQUATIC CENTRE OF TULSA, INC.

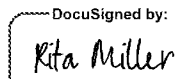
DocuSigned by:

79E561DD76CB4B2...
By: Matt Lane
Its: Chief Executive Officer

DocuSigned by:

0713887528644F1...
By: Larry Miller
Its: CEO

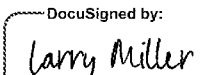
MILLER SWIM SCHOOL WEST, LLC

DocuSigned by:

0713887528644F1...
By: Larry Miller
Name: Larry Miller
Its: Co-Manager


And

DocuSigned by:

8746097826884E7...
By: Rita Miller
Its: Co-Manager

SHOPMILLERSWIM, LLC

DocuSigned by:

0713887528644F1...
By: Larry Miller
Its: Co-Manager

And

DocuSigned by:

8746097826884E7...
By: Rita Miller
Its: Co-Manager

{Signature Page for Assignment and Assumption Agreement}

EXHIBIT A

ACQUIRED ASSETS

All right, title, and interest of Seller Entities in and to all of the assets used in or useful in the Swim Schools Business on the Closing Date other than the Excluded Assets (collectively, the “**Acquired Assets**”) free and clear of any security interest of any kind or nature, including, but not limited to, the following:

- (a) All office equipment, furniture, fixtures, trade show equipment and displays, and any other business personal property, including all such business personal property set forth on **Schedule 1.1(a)** attached hereto;
- (b) All inventories of Seller Entities;
- (c) All supplies, telephone numbers, internet domain names, software, software licenses, other related technology, marketing and promotional materials, and sales materials used in the operation of the Swim Schools Business, and the items listed on **Schedule 1.1(c)** attached hereto;
- (d) All permits, licenses, concessions, authorizations, and similar rights granted to or held by Seller Entities which are necessary to or used by the Swim Schools Business, to the extent that they are transferable (“**Permits**”);
- (e) All right, title and interest of Seller Entities in any and all intangible assets and goodwill owned by Seller Entities which are, or at any time in the past have been, necessary or related to the operation of the Swim Schools Business, including all trademarks, trade names, patents, service marks, operation manuals, and other intellectual property owned by Seller Entities (“**Intellectual Property**”), which Intellectual Property is set forth on **Schedule 1.1(e)** attached hereto;
- (f) All right, title and interest of Seller Entities in and to the contracts designated on **Schedule 1.1(f)** attached hereto (hereinafter referred to collectively as the “**Assumed Contracts**”);
- (g) All assumable prepaid expenses, credit memos and deposits of Seller Entities arising under the Assumed Contracts;
- (h) All records and documents (in both digital and hard copy form) of Seller Entities of every kind and type related to the Acquired Assets and the operation of the Swim Schools Business by Seller Entities;
- (i) The trade name “Miller Swim School” or any combination of words in which such trade name appears or any rights associated with such names or any right to use such names in all jurisdictions in which Seller Entities either currently use any such names or have any right to use any such names;

(j) All rights of Seller Entities to solicit and receive, directly from vendors, any and all payments or other consideration, including all product rebates, made by vendors (“**Vendor Payments**”) for the right to sell to or service the Swim Schools Business;

(k) Cash in the amount of Two Hundred Sixth Thousand Dollars and Zero Cents (\$260,000), plus such other cash that is paid between execution of this Agreement and Closing, which represents an amount mutually agreed upon by Seller Entities and Buyer relating to Liabilities arising out of customer deposits, prepaid lessons, and any other Liabilities relating to customers or vendors of the Swim Schools Business (collectively, the “**Deferred Revenue Amount**”).

(l) All other assets of Seller Entities used in or useful in the Swim Schools Business including all choses in action Seller Entities may have against any supplier service provider relating to events taking place or actions which occurred after the Closing Date; and

(m) All right, title and interest of shareholders, if any, in and to the Acquired Assets.

EXHIBIT B

ASSUMED LIABILITIES

Only the liabilities of Seller Entities or related to Seller's Swim Schools Business specifically identified below (collectively, the "Assumed Liabilities"):

(a) All Liabilities arising under the Assumed Contracts which are incurred or accrue after the Closing Date;

(b) Subject to Section 2.22, all Liabilities associated with any prepaid expenses, credit memos, including documented customer account credits allowed by Seller Entities, and deposits assumed by Buyer pursuant to 1.1(g) above, not to exceed, in the aggregate, Five Thousand Dollars (\$5,000.00); provided, however, the value of the documented customer account credits relating to the covid-19 pandemic which are either redeemed or refunded to a customer (each a "Covid Credit" and, collectively, the "Covid Credits") are not subject to the aforementioned cap in the amount of Five Thousand Dollars (\$5,000.00);

(c) Liabilities arising under the Assumed Contracts which are incurred or accrue on or before the Closing Date, but only to the extent they relate to products to be used or sold or services to be provided after the Closing Date;

(d) Liabilities arising out of customer deposits, prepaid lessons, and any other Liabilities relating to customers or vendors of the Swim Schools Business which relate to the Deferred Revenue Payment set forth in Section 1.1(k) of this Agreement;

(e) All other liabilities, not otherwise addressed in this Section 1.3, that arise from or are directly related to the Acquired Assets, but only to the extent such liabilities accrue after the Closing Date;

(f) Buyer is not assuming, and will not in any manner be responsible or liable for, and Seller Entities will retain, pay, discharge, and perform in full, all liabilities of Seller Entities or related to the Swim Schools Business other than the Assumed Liabilities before and after the Closing Date. For the sake of clarity, Buyer is not assuming any debt of Buyer including, but not limited to, any long-term deferred compensation programs. Seller Entities will pay and file, when due, any and all returns for all sales taxes collected by Seller Entities on or prior to the Closing Date, all income tax withholding, withholding taxes, Social Security taxes and unemployment taxes of any employees of each of Seller Entities, any and all other taxes arising on or prior to the Closing Date, and all worker's compensation premiums due in respect of the employees of each of Seller Entities, if any, for the period ended as of the Closing Date.

The term "**Liability**" or "**Liabilities**" means any direct or indirect liability, indebtedness, guaranty, endorsement, claim, loss, damage, judgment, deficiency, cost, expense, assessment, fee, interest payment, penalty, disbursement, obligation or responsibility, whether known or unknown, asserted or un-asserted, due or to become due, obsolete, accrued, absolute, liquidated or un-liquidated, contingent or fixed, consequential or special, secured or unsecured, determined, or undeterminable.