

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Malibu Jack's, LLC		07/18/2022	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	MJ IP Holdco, LLC		
Street Address:	3388 Green Mountain Drive		
City:	Branson		
State/Country:	MISSOURI		
Postal Code:	65616		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4748594	MALIBU JACK'S	
CORRESPONDENCE DATA			
Fax Number:	7344184289		
<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:	7344184288		
Email:	trademark@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	272580-506532		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	07/19/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment Agreement”), is effective as of July 18th, 2022, by and among Malibu Jack's, LLC, a Kentucky limited liability company (“Assignor”), and MJ IP Holdco, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Purchase Agreement, dated as of the date hereof, whereby Assignor has agreed to sell, assign, transfer, convey and deliver the Purchased Assets (as defined in the Agreement), directly or indirectly, to Assignee (“Transfer”), and Assignee has agreed to acquire, directly or indirectly, the Purchased Assets (the “Agreement”);

WHEREAS, pursuant to the foregoing, Assignor desires to confirm the Transfer of the Assigned Mark and Assigned Domain of Assignor associated with the Purchased Assets as set forth below so that Assignee can record with the United States Patent and Mark Office, and other applicable governmental authorities and other registers the Transfer of the Assigned Mark and Assigned Domain.

NOW, THEREFORE, for valuable consideration, including, without limitation, the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor confirms the Transfer of all of Assignor’s right, title and interest in and to:
 - (b) the service mark identified on **Schedule A** attached hereto including any derivations thereof (the “Assigned Mark”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Mark;
 - (d) the domain name identified on **Schedule A** attached hereto, including the current registrations thereof (the “Assigned Domain”);
 - (e) all rights to income, royalties, and license fees deriving from the Assigned Mark or Assigned Domain; all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Assigned Mark or Assigned Domain or injury to the goodwill associated with the Assigned Mark and Assigned Domain; and the right to sue for and collect such damages; and
 - (f) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.
2. Transfer of Assigned Domain.
 - (a) On the date hereof, Assignor shall execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Assigned Domain to Assignee, and cause the Assigned Domain to be registered in the name of Assignee.
 - (b) The Assigned Domain will be deemed transferred when:
 - (i) the applicable domain registrar identifies Assignee as the registrant of the Assigned Domain; and
 - (ii) the Assignee has administrative and technical access to the Assigned Domain.

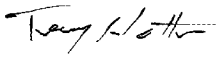
3. Further Actions. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Mark and Assigned Domain to Assignee.
4. Assignor's Representations. Assignor represents that it is the sole owner of all right, title and interest in and to the Assigned Mark and the Assigned Domain and has the authority to sell these rights free and clear of all liens, claims, interests, and encumbrances of whatever kind or nature.
5. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement.
6. Successors and Assigns. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. Governing Law; Venue. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof). Any legal suit, action or proceeding arising out of or based upon this Assignment Agreement shall be instituted in the courts located in or governing Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
8. Amendment. This Assignment Agreement may not be amended, modified, waived, or terminated except in a writing signed by the Parties.

[Signature on following page.]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

Malibu Jack's, LLC

By: 

Name: Terry Hatton

Title: Authorized Signatory

ASSIGNEE:

MJ IP Holdco, LLC

By: _____

Name: Brian McCullough

Title: Authorized Signatory

IN WITNESS WHEREOF, each of the Parties has caused this Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

Malibu Jack's, LLC


By: _____

Name:

Title:

ASSIGNEE:

MJ IP Holdco, LLC

By:  _____

Name: Brian McCullough

Title: Authorized Signatory

SCHEDULE A
ASSIGNED MARK AND DOMAIN

Assigned Mark

Mark/Name	Country/Jurisdiction	Status/Key Dates	App. No./Reg. No.	Full Goods/Services	Owner Information
<u>MALIBU JACKS</u>	United States (Federal)	Registered, June 3, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 41 First Use: October 12, 2013 Filed: July 26, 2013 Registered: June 2, 2015 Register Type: Principal Register	RN: 4748594 SN: 86020858	Int'l Class: 41 (Int'l Class: 41) Entertainment services, namely, indoor amusement, arcade and recreation facilities	Malibu Jack's, LLC (Kentucky Limited Liability Company) 2520 Nicholasville Road, Lexington, Kentucky 40503 United States of America

Assigned Domain

Domain	Registrar	Registrant
<malibuajacks.net>	Register.com, Inc.	Malibu Jack's LLC