

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765307

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900716271

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ISWIM, INC.		05/17/2022	Corporation: VIRGINIA
DC Swim, Inc.		05/17/2022	Corporation: VIRGINIA
DC Swim Loudoun, Inc.		05/17/2022	Corporation: VIRGINIA
SwimKids Swim School, Inc.		05/17/2022	Corporation: VIRGINIA

## RECEIVING PARTY DATA

<b>Name:</b>	ESN Swim School, LLC
<b>Street Address:</b>	2000 MCKINNEY AVENUE
<b>Internal Address:</b>	STE 2125
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Limited Liability Company: TEXAS

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Registration Number:</b>	4222636	SPLISH SPLASH BABY CLASS
<b>Registration Number:</b>	4269741	STEALTH
<b>Registration Number:</b>	3122525	DOLPHIN DAVE
<b>Registration Number:</b>	3057013	SWIMKIDS

## CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 2149994283  
 Email: ipdocketing@foley.com  
 Correspondent Name: TUAN TRAN/ FOLEY & LARDNER LLP  
 Address Line 1: 2021 McKinney Avenue, Suite 1600  
 Address Line 2: Suite 1600  
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 642022-5000

TRADEMARK

<b>NAME OF SUBMITTER:</b>	TUAN TRAN
<b>SIGNATURE:</b>	/Tuan Tran/
<b>DATE SIGNED:</b>	11/02/2022
<b>Total Attachments: 9</b> source=Emler - SwimKids IP Assignment (EXECUTED)#page1.tif source=Emler - SwimKids IP Assignment (EXECUTED)#page2.tif source=Emler - SwimKids IP Assignment (EXECUTED)#page3.tif source=Emler - SwimKids IP Assignment (EXECUTED)#page4.tif source=Emler - SwimKids IP Assignment (EXECUTED)#page5.tif source=Emler - SwimKids IP Assignment (EXECUTED)#page6.tif source=Emler - SwimKids IP Assignment (EXECUTED)#page7.tif source=Emler - SwimKids IP Assignment (EXECUTED)#page8.tif source=Emler - SwimKids IP Assignment (EXECUTED)#page9.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*IP Assignment*”), dated as of May 17, 2022, is made by SwimKids Swim School, Inc., a Virginia corporation (“*SKSS*”), DC Swim, Inc., a Virginia corporation (“*DCS*”), DC Swim Loudoun, Inc., a Virginia corporation (“*DCSL*”), iSwim, Inc., a Virginia corporation (“*iSwim*” and together with SKSS, DCS, and DCSL, collectively, the “*Assignor*”), in favor of ESN Swim School, LLC, a Texas limited liability company (“*Assignee*”), as purchaser of substantially all assets of Assignor pursuant to that certain Asset Purchase Agreement, of even date herewith, by and among Assignor, Assignee, Cynthia Ann Tonneson and David Wayne Tonneson (the “*Purchase Agreement*”).

**WHEREAS**, under the terms of the Purchase Agreement, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee substantially all of its assets, including without limitation certain intellectual property of Assignor, and has agreed to simultaneously execute and deliver this IP Assignment.

**NOW THEREFORE**, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title, and interest in, to and under the following (the “*Assigned IP*”):

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “*Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the domain names set forth on Schedule 2 hereto, including the current registrations thereof (the “*Domain Names*”);

(c) the patents set forth on Schedule 3 hereto and all divisionals, continuations, continuation-in-part, renewals, reissues, or substitute applications, and also including all priority rights for patent applications foreign to the United States of America (the “*Patents*”);

(d) the copyrights set forth on Schedule 4 hereto and all registrations, extensions, trade dress, applications for registration, and renewals thereof (the “*Copyrights*”);

(e) 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;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and

future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions. Following the date hereof, upon Assignee's reasonable request, 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto. Assignor agrees, and agrees to cause any appointed representative thereof, at the expense of Assignee and within reason, to testify in any legal proceedings, to sign all lawful papers, execute all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications, make all lawful oaths, and generally do everything reasonably possible to vest title in Assignee and to aid Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Patents, Trademarks and Copyrights in all countries.

3. Transfer of Domain Names. 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 Domain Names to Assignee, and cause the Domain Names to be registered in the name of Assignee with the domain name registry designated by Assignee.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.

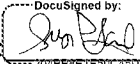
6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the date first above written.

ESN SWIM SCHOOL, LLC

By:  \_\_\_\_\_  
Name: Gregory P. Laird  
Title: Chief Executive Officer

[Signatures Continue on the Following Page]

SWIMKIDS SWIM SCHOOL, INC.

By: C. Tonnesen  
Name: Cynthia Tonnesen  
Title: Director

DC SWIM, INC.

By: C. Tonnesen  
Name: Cynthia Tonnesen  
Title: Director

DC SWIM LOUDOUN, INC.

By: C. Tonnesen  
Name: Cynthia Tonnesen  
Title: Director

ISWIM, INC.

By: C. Tonnesen  
Name: Cynthia Tonnesen  
Title: Director

**SCHEDULE 1**

**TRADEMARKS**

1. SPLISH SPLASH BABY CLASS – Reg. No. 4222636
2. STEALTH – Reg. No. 4269741
3. DOLPHIN DAVE – Reg. No. 3122525
4. SWIMKIDS – Reg. No. 3057013



## **SCHEDULE 2**

### **DOMAIN NAMES**

1. Domain: [www.swimkids.us](http://www.swimkids.us)
2. Facebook: <https://www.facebook.com/SwimKids/>
3. Instagram: <https://www.instagram.com/swimkidsswimschool/>
4. LinkedIn: <https://www.linkedin.com/company/swimkids-swim-school/>

**SCHEDULE 3**

**PATENTS**

None.

**SCHEDULE 4**  
**COPYRIGHTS**

None.