

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swim Revolution, LLC		09/01/2023	Limited Liability Company:
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: 1			
Property Type	Number	Word Mark	
Registration Number:	6628473	SWIM DISCOVERY	
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>			
Email:	TMDocket@us.dlapiper.com		
Correspondent Name:	Gina Durham, Esq. of DLA Piper LLP (US)		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	386763900200		
NAME OF SUBMITTER:	Carissa Bouwer		
SIGNATURE:	/Carissa Bouwer/		
DATE SIGNED:	09/22/2023		
Total Attachments: 6			
source=Disclosure Schedules to Streamline Brands _ The Swim Revolution Asset Purchase Agreement#page1.tif			
source=Streamline Brands_The Swim Revolution - Assignment and Assumption Agreement (FULLY EXECUTED)#page1.tif			
source=Streamline Brands_The Swim Revolution - Assignment and Assumption Agreement (FULLY EXECUTED)#page2.tif			
source=Streamline Brands_The Swim Revolution - Assignment and Assumption Agreement (FULLY EXECUTED)#page3.tif			

CH \$40.00 6628473

source=Streamline Brands_The Swim Revolution - Assignment and Assumption Agreement (FULLY EXECUTED)#page4.tif

source=Streamline Brands_The Swim Revolution - Assignment and Assumption Agreement (FULLY EXECUTED)#page5.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made effective as of September 1, 2023 (“**Effective Date**”), by and between SafeSplash Swim School Parker, LLC, a Colorado limited liability company (“**Buyer**”), and Swim Revolution, LLC, a Georgia limited liability company (“**Seller**”). Buyer and Seller are collectively referred to herein as the “**Parties**.”

RECITALS

A. This Assignment is made pursuant to that certain Asset Purchase Agreement, made effective as of September 1, 2023 (“**Purchase Agreement**”) by and among Buyer, Seller, and James W. Wood, an individual (“**Owner**”), pursuant to which Buyer has purchased substantially all of the assets utilized in the Swim School Business owned and operated by Seller.

B. In connection with the transactions contemplated under the Purchase Agreement, Seller desires 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, 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 does hereby assign, transfer, and convey to Buyer, its successors and assigns, free and clear of all security interests, all of Seller’s 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 does hereby assign, transfer, and set over unto Buyer, its successors and assigns, Seller’s 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, 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 7.3 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 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.

[Remainder of page intentionally left blank]


The Parties have executed and delivered this Assignment to be effective on the Effective Date.

BUYER

SELLER

SAFESPLASH SWIM SCHOOL PARKER, LLC

SWIM REVOLUTION, LLC

DocuSigned by:

C962CCA0BCB74D9...

DocuSigned by:

7DDA48E3FBA24B1...

By: Chris Harkness
Its: President

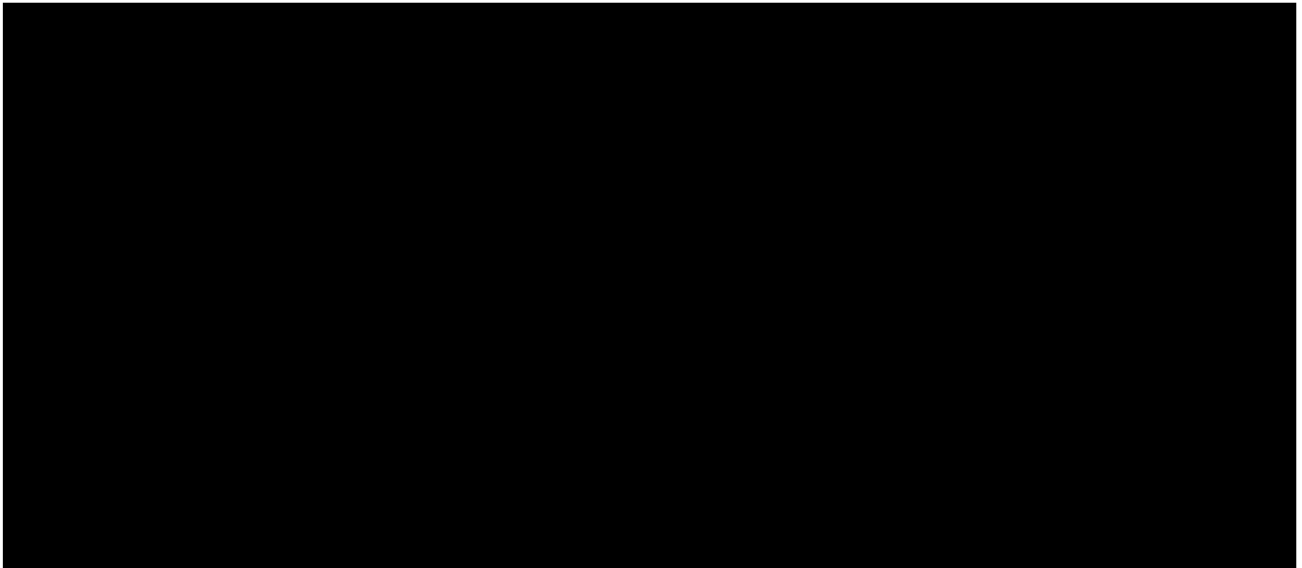
By: James W. Wood
Its: Manager

{Signature Page for Assignment and Assumption Agreement}

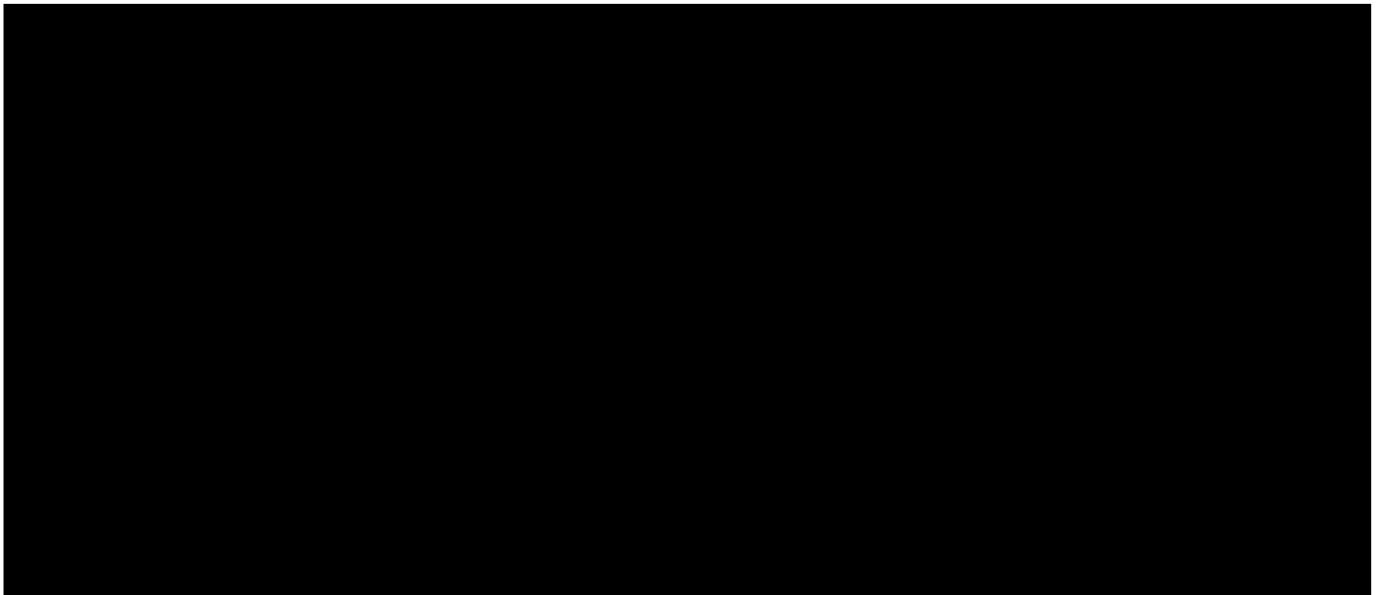
EXHIBIT A

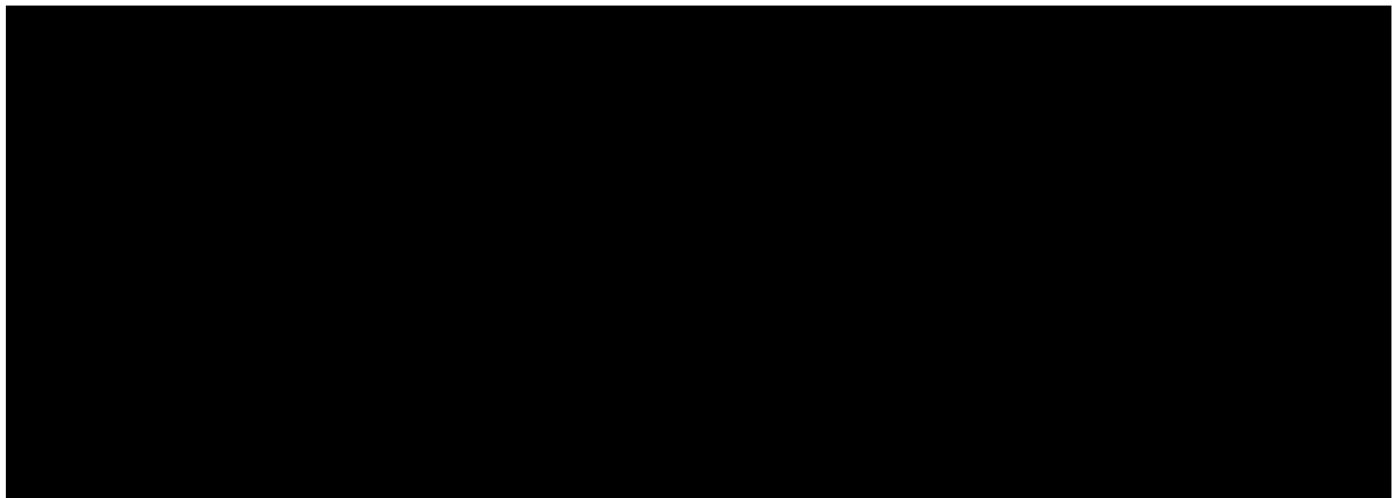
ACQUIRED ASSETS

All right, title, and interest of Seller in and to all of the assets owned by Seller which are used in or useful in the Swim School 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:



(e) All right, title and interest of Seller in any and all intangible assets and goodwill owned by Seller which are, or at any time in the past have been, necessary or related to the operation of the Swim School Business, including all trademarks, trade names, patents, service marks, operation manuals, and other intellectual property owned by Seller, an affiliate of Seller, or any Owner (“**Intellectual Property**”), which Intellectual Property is set forth on **Schedule 1.1(e)** attached to the Purchase Agreement;





SCHEDULE 1.1(e)
Intellectual Property

Registered Service Mark for “Swim Discovery” having USPTO Registration No. 6,628,473 and Registered on January 25, 2022.