

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI100860

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Garrard Swim and Scuba Academy, LLC		03/01/2024	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	SafeSplash Swim School Parker, LLC		
<b>Street Address:</b>	1010 B Street, Suite 450		
<b>City:</b>	San Rafael		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94901		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7053201	SHARKIE'S SWIM AND SCUBA ACADEMY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156597333		
<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>			
<b>Phone:</b>	4158362506		
<b>Email:</b>	TMDocket@us.dlapiper.com		
<b>Correspondent Name:</b>	Gina Durham		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2933		
<b>ATTORNEY DOCKET NUMBER:</b>	443025900256		
<b>NAME OF SUBMITTER:</b>	Aisa Brewer		
<b>SIGNATURE:</b>	Aisa Brewer		
<b>DATE SIGNED:</b>	03/19/2024		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made effective as of March 1, 2024 (“Effective Date”), by and between SafeSplash Swim School Parker, LLC, a Colorado limited liability company (“Buyer”), and Garrard Swim and Scuba Academy, 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 March 1, 2024 (“Purchase Agreement”), by and among Buyer, Seller, and Jessica Garrard, an individual, and William Garrard, an individual (each an “Owner” and, collectively, the “Owners”), 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, 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 7.3 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

GARRARD SWIM AND SCUBA  
ACADEMY, LLC

DocuSigned by:  
*Chris Harkness*  
C962CCA0BCB74D9...

DocuSigned by:  
*JESSICA GARRARD*  
5B2AD9643FD74E2...

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By: Chris Harkness  
Its: President

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By: Jessica Garrard  
Its: Member

[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:

(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) of the Purchase Agreement;

(b) All inventories of Seller;

(c) All supplies, telephone numbers, internet domain names, accounts with social media companies (e.g., Twitter, Facebook, Instagram and Snapchat) and the content, software, software licenses, other related technology, marketing and promotional materials, and sales materials used in the operation of the Swim School Business, and the items listed on Schedule 1.1(c) of the Purchase Agreement;

(d) All permits, licenses, concessions, authorizations, and similar rights granted to or held by Seller which are necessary to or used by the Swim School Business, to the extent that they are transferable (“Permits”);

(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) of the Purchase Agreement;

(f) All right, title, and interest of Seller in and to the contracts designated on Schedule 1.1(f) of the Purchase Agreement (hereinafter referred to collectively as the “Assumed Contracts”);

(g) All assumable prepaid expenses, credit memos, and deposits of Seller arising under the Assumed Contracts, including all security deposits;

(h) All records and documents (in both digital and hard copy form) of Seller of every kind and type related to the Acquired Assets and the operation of the Swim School Business by Seller, including but not limited to lists of current, former, and prospective Swim School Business customers and their corresponding contact information;

(i) The trade names “Sharkie’s Academy” and “Sharkie’s Swim and Scuba Academy,” and any combination of words in which either such trade name appears or any rights associated with such names or any right to use such names in all jurisdictions in which Seller either currently use any such names or have any right to use any such names;

(j) All rights of Seller 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 School Business;

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

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

## EXHIBIT B

### ASSUMED LIABILITIES

Only the liabilities of Seller or related to Seller's Swim School 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) All Liabilities associated with any prepaid expenses, credit memos, and deposits assumed by Buyer pursuant to Section 1.1(g) of the Purchase Agreement, not to exceed, in the aggregate, Five Thousand Dollars and Zero Cents (\$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 School Business (the amount of such liabilities being referred to collectively as the "Deferred Revenue Amount");

(e) All other liabilities, not otherwise addressed in this Section 1.3 of the Purchase Agreement, 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 will retain, pay, discharge, and perform in full, all liabilities of Seller or related to the Swim School Business other than the Assumed Liabilities before and after the Closing Date. For the sake of clarity, Buyer is not assuming any debt of Seller including, but not limited to, any long-term deferred compensation programs. Seller will pay and file, when due, any and all returns for all sales taxes collected by Seller on or prior to the Closing Date, all income tax withholding, withholding taxes, Social Security taxes and unemployment taxes of any employees of Seller, 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, if any, for the period ended as of the Closing Date.