

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nirve Sports, Ltd.		09/10/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Cycles International, Inc.
Street Address:	151 Ludlow Avenue
City:	Northvale
State/Country:	NEW JERSEY
Postal Code:	07647
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2598408	NIRVE
Registration Number:	2841819	FATASS
Registration Number:	3340775	BADASS
Registration Number:	3160377	SUZY-Q
Registration Number:	3110489	TAHITIAN SUNSET
Registration Number:	3110490	SUNFLOWER
Registration Number:	3080869	FAIRLANE
Registration Number:	3121969	PYRO
Registration Number:	3115268	MINX
Registration Number:	3178107	SKULLS
Registration Number:	3102148	STREETKING
Registration Number:	3083849	CANNIBAL
Registration Number:	3113156	ISLAND FLOWER
Registration Number:	3369971	LAHAINA

CH \$515.00 2598408

Registration Number:	3743794	
Registration Number:	4333198	N
Registration Number:	4058446	N
Registration Number:	4058445	N
Registration Number:	4211200	BROOKHURST
Registration Number:	4211202	WILSHIRE

**CORRESPONDENCE DATA**

Fax Number: 9498556371  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 9498551246  
Email: jweissberger@stetinalaw.com  
Correspondent Name: Kit M. Stetina, Esq.  
Address Line 1: 75 Enterprise, Suite 250  
Address Line 4: Aliso Viejo, CALIFORNIA 92656

ATTORNEY DOCKET NUMBER:	NIRVE-000
NAME OF SUBMITTER:	Kit M. Stetina
Signature:	/kit m. stetina/
Date:	10/16/2013

Total Attachments: 10  
source=IPTransferAndAssignmentAgreement#page1.tif  
source=IPTransferAndAssignmentAgreement#page2.tif  
source=IPTransferAndAssignmentAgreement#page3.tif  
source=IPTransferAndAssignmentAgreement#page4.tif  
source=IPTransferAndAssignmentAgreement#page5.tif  
source=IPTransferAndAssignmentAgreement#page6.tif  
source=IPTransferAndAssignmentAgreement#page7.tif  
source=IPTransferAndAssignmentAgreement#page8.tif  
source=IPTransferAndAssignmentAgreement#page9.tif  
source=IPTransferAndAssignmentAgreement#page10.tif

## INTELLECTUAL PROPERTY TRANSFER AND ASSIGNMENT AGREEMENT

1. The undersigned, NIRVE SPORTS, LTD., a California Corporation (hereinafter referred to as "Assignor"), does hereby sell, assign, transfer, and convey to CYCLES INTERNATIONAL, INC., a New Jersey Corporation with a place of business at 151 Ludlow Avenue, Northvale, New Jersey, 07647 (hereinafter referred to as "Assignee"), for \$10.00 and other good and valuable consideration as set forth in the Purchase and Sale Agreement dated September 10, 2013, sufficiency whereof is hereby acknowledged, all of Assignor's right, title, and interest in and to the trademark and patents and applications therefor listed in Exhibit A (hereinafter referred to as "the Intellectual Property") annexed hereto, together with the good will of the business symbolized by the Intellectual Property, including, without limitation, all proceeds thereof (such as, by way of example and not of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements (with the sole exception of as related to Overlord/Synergy and the parties and claims related to their possible infringements to which Assignor shall retain all right, title, and interest and relating to which Assignor shall assume all liability), all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions, and continuations in part thereof, all data, ideas, developments, know-how, disclosures, information, inventions, creations, records, all embodiments of the foregoing, and all trademarks, patents, copyrights and other proprietary rights therein or based therein, which Assignor owns, has rights, interests or claims in or to.

2. This Assignment shall be effective in all countries of the world to the extent Assignor has rights therein.

3. The Assignor warrants that the date of the first use of each Intellectual Property item listed in Exhibit A is as shown in Exhibit A, and that there has been no abandonment by the Assignor of the Intellectual Property from the date of first use to the date of this Agreement.

4. The Assignor warrants that, immediately prior to the assignment, conveyance, and transfer herein, the Assignor is the sole and exclusive owner of the Intellectual Property, and that immediately prior to said assignment, conveyance, and transfer, said Intellectual Property is neither subject to nor encumbered by any lien, mortgage, pledge, security interest, contract, agreement or understanding which would reduce, limit, or restrict Assignee's rights to the property assigned and transferred or would be the basis for a claim of damages against Assignee.

5. The Assignor acknowledges and recognizes henceforth the Assignee's exclusive right, title, and interest in and to the Intellectual Property and to the goodwill of the business symbolized by the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title, and interest.

6. Upon execution of this Agreement, the Assignor will cease and desist from all use of the Intellectual Property in any way and will deliver to the Assignee, or its duly authorized representatives, all artwork, literature, packages, advertising, labels, papers, and other materials, upon which the Intellectual Property appears, and a list of the sources of supply for such materials.

7. The Assignor shall at no time adopt or use any word or mark which is likely to be similar to or confusing with the Intellectual Property.

8. If the law permits or requires, the Assignor shall make application to issue or transfer the Certificate or Registration or Registration of the Intellectual Property, or, if requested, by the Assignee or its duly authorized representative, to join in such application and to execute any such documents as may be necessary to implement such application.

9. Annexed hereto and made a part hereof with Exhibit A is a copy of a letter from Kit M. Stetina, Esq., dated August 26, 2013 setting forth Mr. Stetina's understanding of the status of the registrations or applications of the Intellectual Property listed in Exhibit A.

10. The Assignor represents and warrants that, except as provided in Exhibit A, it is not aware of any conflict, claim, or notice that the Intellectual Property infringe any statutory or common law trademarks of others, with the sole exception of claims which may be related to Overlord/Synergy. As to claims relating to Overlord/Synergy, Assignor shall be responsible for prosecuting and defending any such claims, shall be entitled to retain any proceeds stemming from the prosecuting of such claims, and shall indemnify and hold harmless Assignee from any liability stemming from such claims. Additionally, Assignor agrees to indemnify and hold harmless Assignee from all conflicts or claims contained in Exhibit A or notices set forth in Exhibit A which later become conflicts or claims, for any conflicts and claims involving Overlord/Synergy, and for any misrepresentations contained herein.

11. On Assignee's behalf, Assignor further agrees, at Assignor's sole expense, to pursue vigorously to successful completion the Assignee's right to produce, purchase, and sell bicycles and accessories under the Intellectual Property listed in Exhibit A. The Assignee assumes no liability for Intellectual Property infringement and the Assignor hereby agrees to indemnify and hold harmless the Assignee from and against all losses, damages, and expenses, including attorneys' fees, incurred by Assignees as a result of or related to claims of third persons involving claims or notices set forth in Exhibit B or as a result of a misrepresentation by Assignor contained herein or breach hereof.

12. Annexed hereto and made a part hereof as Exhibit B are copies of corporate resolutions by Assignor's Board of Directors and shareholders duly authorizing Assignor's entry into this Agreement.

13. Assignor shall be liable for damages to Assignee for any violation or breach of any warranty or provision of this Agreement, and misrepresentation herein, and shall indemnify and hold Assignee harmless from any liability, cost, expense or damage, including legal fees, as a result thereof.

14. For any pending Intellectual Property applications listed in Exhibit A, the Commissioner of Patents/Trademarks is requested to issue the Certificate of Registration to the Assignee. The Assignor shall take all steps within its power to ensure proper issuance of the Certificate of Registration to Assignee and shall assume all costs in connection with ensuring proper issuance to Assignee.

15. This Agreement shall be effective as of September 10, 2013. Notwithstanding the date of execution of this Agreement or Addenda, the same shall take effect and be binding upon the parties as of September 10, 2013.

16. Seller acknowledges and agrees that Carine Joannou (hereinafter referred to as "Joannou") represents the Assignee and may execute this Agreement on behalf of Assignee. Buyer acknowledges and agrees that Danilo Gustavo Bon (hereinafter referred to as "Bon") represents Assignor and may execute this Agreement on behalf of Assignor. The parties acknowledge and agree that neither Joannou nor Bon shall have any personal liability whatsoever hereunder and that neither party shall have any recourse against either Joannou or Bon individually for any failure by either party to fulfill its obligations under this Agreement.

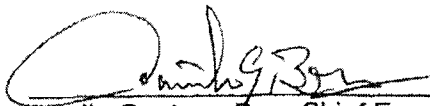
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed by their respective duly authorized officers.

**CYCLES INTERNATIONAL, INC.**



By: Carine Joannou, Chief Executive Officer  
Date: October 3, 2013

**NIRVE SPORTS, LTD.**



By: Danilo Gustavo Bon, Chief Executive Officer  
Date:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of GRAND JURY

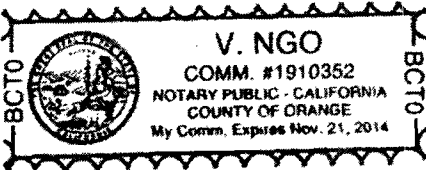
On 10/03/13 before me, V. NGO, NOTARY PUBLIC.  
Date Here insert Name and Title of the Officer

personally appeared DANILO G. BORG  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature V. NGO  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

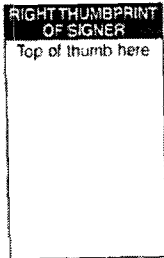
Title or Type of Document: SALE OF REAL PROPERTY

Document Date: 10/03/13 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

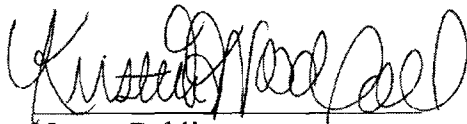


Signer Is Representing: \_\_\_\_\_

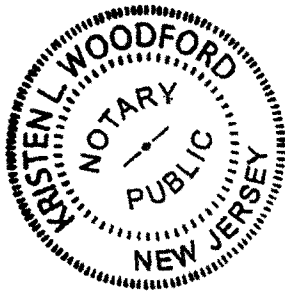
**ACKNOWLEDGMENT**

STATE OF NEW JERSEY    )  
  SS:  
COUNTY of BERGEN        )

On this 3<sup>rd</sup> day of October, 2013 before me personally appeared CARINE JOANNOU to me known and known to be the person described in and who executed the foregoing instrument and she thereupon duly acknowledged to me that she executed the same.

  
Notary Public

KRISTEN L. WOODFORD  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2435872  
My Commission Expires 7/2/2018



LAW OFFICES  
*Stetina Brunda Garred & Brucker*  
A PROFESSIONAL CORPORATION  
PATENT, TRADEMARK, COPYRIGHT AND UNFAIR COMPETITION LAWYERS  
75 ENTERPRISE, SUITE 250  
ALISO VIEJO, CALIFORNIA 92656

KIT M. STETINA  
BRUCE B. BRUNDA  
WILLIAM J. BRUCKER  
MARK B. GARRED  
MATTHEW A. NEWBOLES  
ERIC L. TANEZAKI  
LOWELL ANDERSON  
JAMES C. YANG

SHUNSUKE S. SUMITANI  
STEPHEN E. VEGH  
BENJAMIN N. DIEDERICH  
MICHAEL J. ZINGALE

TELEPHONE (949) 855-1246  
FACSIMILE I (949) 855-6371  
FACSIMILE II (949) 716-8197  
www.stetinalaw.com  
Writer's Direct E-mail:  
kstetina@stetinalaw.com

August 26, 2013

**VIA EMAIL ONLY**  
**(dan@nirve.com)**  
**(paul@nirve.com)**

Mr. Dan Bon  
Mr. Paul Dubose  
NIRVE SPORTS, LTD.  
15401 Assembly Lane  
Huntington Beach, California 92649

RE: **Updated Case Matrix**  
**Our Ref: NIRVE-000**

Dear Dan and Paul:

Pursuant to your request, enclosed is an updated Case Matrix listing all files currently being handled by our office. Also pursuant to your request, we have not listed the patent application pertaining to your Propelled Bicycle with Automatic Transmission.

If you should have any questions or require additional information, please feel free to contact our office.

Very truly yours,

STETINA BRUNDA GARRED & BRUCKER



Kit M. Stetina

KMS/jiw  
Enclosure

T:\Client Documents\Nirve\000\NIRVE000.casematrix.ltr.docx



**TRADEMARK**  
**REEL: 005132 FRAME: 0574**



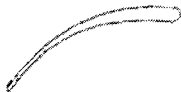


**NIRVE SPORTS, LTD.**  
**CASE MATRIX – PATENTS AND TRADEMARKS**  
**U.S. AND FOREIGN**  
(Dated: August 2013)

CASE	COUNTRY	MARK	CL	FILING DATE	SERIALNO.	ISSUE OR REG. DATE	PATENT/REG. NO.	STATUS
NIRVE-002AR (TRADEMARK)	ARGENTINA	NIRVE	12	04/24/2000	3.105.283	01/16/2012	2.486.480	REGISTERED. RENEWAL DUE 01/16/2022
NIRVE-002AU (TRADEMARK)	AUSTRALIA	NIRVE	12 25 28	02/29/2000	825512	02/29/2000	825512	REGISTERED. RENEWAL DUE 02/28/2020
NIRVE-002BR (TRADEMARK)	BRAZIL	NIRVE	12	05/29/2000	822765209	10/03/2005	822765209	REGISTERED. RENEWAL DUE 10/03/2016
NIRVE-002CA1 (TRADEMARK)	CANADA	NIRVE	12 25	09/16/1999	1.029.354	05/23/2001	545.490	REGISTERED. RENEWAL DUE 05/23/2016
NIRVE-002CA2 (TRADEMARK)	CANADA	NIRVE	9 28	10/28/1999	1.034.036	10/22/2002	569.300	REGISTERED. RENEWAL DUE 10/22/2017
NIRVE-002CE (TRADEMARK)	CHILE	NIRVE	12	02/28/2008	890539	03/04/2009	843018	REGISTERED. RENEWAL DUE 03/04/2019
NIRVE-002EU (TRADEMARK)	EUROPEAN UNION	NIRVE	12 25	09/17/1999	901313444	04/12/2000	001313444	REGISTERED. RENEWAL DUE 09/17/2019
NIRVE-002HK1 (TRADEMARK)	HONG KONG	NIRVE	12	03/02/2000	2000/04253	03/02/2000	100011996AA	REGISTERED. PROOF OF USE DUE 02/08/14; RENEWAL DUE 03/02/2017
NIRVE-002IN (TRADEMARK)	INDIA	NIRVE	25 26	07/02/2008	D 00 2008.024090	---	---	PENDING. RENEWAL DUE 07/02/2018
NIRVE-002MX1 (TRADEMARK)	MEXICO	NIRVE	12	09/29/1999	392814	03/28/2000	647657	REGISTERED. PROOF OF USE 03/24/2015; RENEWAL DUE 09/29/2019
NIRVE-002MX2 (TRADEMARK)	MEXICO	NIRVE	25	09/29/1999	392813	03/28/2000	647656	REGISTERED. PROOF OF USE DUE 03/24/2015; RENEWAL DUE 09/29/2019
NIRVE-002NZ1 (TRADEMARK)	NEW ZEALAND	NIRVE	12	02/29/2000	609425	08/31/2000	609425	REGISTERED. PROOF OF USE 08/31/2015; RENEWAL DUE 02/28/2017

CASE	COUNTRY	MARK	CL	FILING DATE	SERIALNO.	ISSUE OR REG. DATE	PATENT/REG. NO.	STATUS
NIRVE-002NZ2 (TRADEMARK)	NEW ZEALAND	NIRVE	25	03/29/2000	609426	08/31/2000	609426	REGISTERED. PROOF OF USE 08/31/2015; RENEWAL DUE 02/28/2017
NIRVE-002RC1 (TRADEMARK)	CHINA	NIRVE	12	04/29/2000	20000058032	07/21/2001	1605936	REGISTERED. RENEWAL DUE 07/20/2021
NIRVE-002RC2 (TRADEMARK)	CHINA	NIRVE	25	04/29/2000	20000058033	05/21/2001	1573488	REGISTERED. RENEWAL DUE 07/20/2021
NIRVE-002SG1 (TRADEMARK)	SINGAPORE	NIRVE	12	04/10/2000	T00/05902F	---	T00/05902F	REGISTERED. RENEWAL DUE 04/10/2020
NIRVE-002SG2 (TRADEMARK)	SINGAPORE	NIRVE	25	04/10/2000	T00/05903D	---	T00/05903D	REGISTERED. RENEWAL DUE 04/10/2020
NIRVE-002T (TRADEMARK)	U.S.	NIRVE	12	03/31/1999	75/672,139	07/23/2002	2,598,408	REGISTERED. RENEWAL DUE 07/23/2022
NIRVE-012D (PATENT)	U.S.	BICYCLE HUB FLANGE PROTECTOR	---	05/23/2002	39/161,140	07/08/2003	D476,925	ISSUED.
NIRVE-015T (TRADEMARK)	U.S.	FATASS	12	02/04/2003	78/210,516	05/11/2004	2,841,619	REGISTERED. RENEWAL DUE 05/11/2014
NIRVE-016T (TRADEMARK)	U.S.	BADASS	12	02/04/2003	78/210,518	11/20/2007	3,340,775	REGISTERED. SECTION 8 & 15 DUE 11/20/2013; RENEWAL DUE 11/20/2017
NIRVE-019T (TRADEMARK)	U.S.	SUZY-Q	12	12/17/2004	78/534,729	10/17/2006	3,160,377	REGISTERED. RENEWAL DUE 10/17/2016
NIRVE-019U (TRADEMARK)	CALIFORNIA	SUZY-Q	12	---	---	12/20/2004	110594	REGISTERED. RENEWAL DUE 12/20/2014
NIRVE-021T (TRADEMARK)	U.S.	TAHITIAN SUNSET	12	12/17/2004	78/534,747	06/27/2006	3,110,489	REGISTERED. RENEWAL DUE 06/27/2016
NIRVE-022T (TRADEMARK)	U.S.	SUNFLOWER	12	12/17/2004	78/534,756	06/27/2006	3,110,490	REGISTERED. RENEWAL DUE 06/27/2016
NIRVE-024T (TRADEMARK)	U.S.	FAIRLANE	12	12/17/2004	78/534,779	04/11/2006	3,080,869	REGISTERED. RENEWAL DUE 04/11/2016
NIRVE-025T (TRADEMARK)	U.S.	PYRO	12	12/17/2004	78/534,837	07/25/2006	3,121,969	REGISTERED. RENEWAL DUE 07/25/2016

CASE	COUNTRY	MARK	CL	FILING DATE	SERIALNO.	ISSUE OR REG. DATE	PATENT/REG. NO.	STATUS
NIRVE-026T (TRADEMARK)	U.S.	MINX	12	12/17/2004	78/534.877	07/11/2006	3,115,268	REGISTERED. RENEWAL DUE 07/11/2016
NIRVE-028T (TRADEMARK)	U.S.	SKULLS	12	12/17/2004	78/534.882	11/28/2006	3,178,107	REGISTERED. RENEWAL DUE 11/28/2016
NIRVE-029T (TRADEMARK)	U.S.	STREETKING	12	12/20/2004	78/535.353	06/06/2006	3,102,148	REGISTERED. RENEWAL DUE 06/06/2016
NIRVE-031T (TRADEMARK)	U.S.	CANNIBAL	12	12/20/2004	78/535.337	04/18/2006	3,083,849	REGISTERED. RENEWAL DUE 04/18/2016
NIRVE-034T (TRADEMARK)	U.S.	ISLAND FLOWER	12	04/07/2005	78/603.852	07/04/2006	3,113,156	REGISTERED. RENEWAL DUE 07/04/2016
NIRVE-035D (PATENT)	U.S.	BICYCLE FRAME	---	05/05/2005	29/230.884	06/06/2006	D522,412	ISSUED
NIRVE-035DAU (PATENT)	AUSTRALIA	BICYCLE FRAME	---	11/09/2005	14964/2005	05/29/2006	307096	ISSUED. RENEWAL DUE 11/09/2015
NIRVE-035DEU (PATENT)	EUROPEAN UNION	BICYCLE FRAME	---	11/21/2005	000434816	11/21/2005	000434816	ISSUED. RENEWAL DUE 11/21/2015
NIRVE-036AU (TRADEMARK)	AUSTRALIA	DEVIATE	12	04/15/2005	1051052	11/14/2005	1051052	REGISTERED. PROOF OF USE DUE 07/22/2013; RENEWAL DUE 04/15/2015
NIRVE-036EU (TRADEMARK)	EUROPEAN UNION	DEVIATE	12	04/15/2005	004390977	03/31/2006	004390977	REGISTERED. RENEWAL DUE 04/15/2015; PROOF OF USE DUE 02/10/2016
NIRVE-039T (TRADEMARK)	U.S.	LAHAINA	12	11/14/2006	77/044.002	01/15/2008	3,369,971	REGISTERED. SECTION 8 & 15 DUE 01/15/2014; RENEWAL DUE 01/15/2018
NIRVE-042T (TRADEMARK)	U.S.		12	12/04/2008	77/626.879	02/02/2010	3,743,794	REGISTERED. SECTION 8 & 15 DUE 02/02/2016; RENEWAL DUE 02/02/2020
NIRVE-044T (TRADEMARK)	U.S.		12	03/23/2009	77/696.654	05/14/2013	4,333,198	REGISTERED. SECTION 8 & 15 DUE 05/14/2019; RENEWAL DUE 05/14/2023

CASE	COUNTRY	MARK	CL	FILING DATE	SERIALNO.	ISSUE OR REG. DATE	PATENT/REG. NO.	STATUS
NIRVE-046T (TRADEMARK)	U S		12	08/12/2010	85/16,460	11/22/2011	4,058,446	REGISTERED. SECTION 8 & 15 DUE 11/22/2017; RENEWAL DUE 11/22/2021
NIRVE-047T (TRADEMARK)	U.S.		12	08/12/2010	85/106,368	11/22/2011	4,058,445	REGISTERED. SECTION 8 & 15 DUE 11/22/2017; RENEWAL DUE 11/27/2021
NIRVE-038RC (TRADEMARK)	CHINA		12	09/10/2010	8656701	05/14/2013	8656701	REGISTERED. PROOF OF USE DUE 05/14/2016; RENEWAL DUE 05/14/2023
NIRVE-052T (TRADEMARK)	U S	BROOKHURST	12	06/22/2011	85/352,775	09/18/2012	4,211,200	REGISTERED. SECTION 8 & 15 DUE 09/18/2018; RENEWAL DUE 09/18/2022
NIRVE-053T (TRADEMARK)	U S	WILSHIRE	12	06/22/2011	85/352,878	09/18/2012	4,211,202	REGISTERED. SECTION 8 & 15 DUE 09/18/2018; RENEWAL DUE 09/18/2022

F:\Client Documents\Nirve\000\Matrix.doc