

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632289

<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>
Priority Outdoor Products, Inc.		03/01/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Priority Outdoor Products, LLC		
<b>Street Address:</b>	c/o RAF Industries, Inc.		
<b>Internal Address:</b>	50 Monument Rd., Suite 303		
<b>City:</b>	Bala Cynwyd		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4723671	PRIORITY	
<b>Registration Number:</b>	5074484	B	
<b>Registration Number:</b>	4896487	ASTOR	
<b>Registration Number:</b>	4850840	MAYFAIR	
<b>Registration Number:</b>	4918953	BRILLIANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>	2126983500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	Dechert LLP		
<b>Address Line 1:</b>	Three Bryant Park		
<b>Address Line 2:</b>	1095 Avenue of the Americas, 26th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	245033-178373		
<b>NAME OF SUBMITTER:</b>	Michael Riego		
<b>SIGNATURE:</b>	/Michael Riego/		
<b>DATE SIGNED:</b>	03/16/2021		

CH \$140.00 4723671

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is entered into as of March 1, 2021, by and between Priority Outdoor Products, Inc., a New York corporation ("Seller"), and Priority Outdoor Products, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Buyer, among others, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"); and

WHEREAS, Seller desires to sell, convey, transfer, assign, deliver and contribute to Buyer, and Buyer desires to acquire from Seller, any and all Intellectual Property owned or purported to be owned, in whole or part, by Seller (the "Seller Intellectual Property"); and

WHEREAS, all capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Seller hereby irrevocably assigns, sells, transfers, conveys and delivers to Buyer, its successors, legal representatives and assigns, Seller's entire right, title and interest throughout the world in and to all Seller Intellectual Property (excluding all Excluded Assets), free and clear of any and all Encumbrances other than Permitted Encumbrances, including all of the following unless expressly identified as an Excluded Asset (collectively, the "Assigned Intellectual Property"):

- (a) all patent and patent applications, including those in Schedule A hereto together with (i) all registrations and applications for the foregoing; and all rights to request, apply for, file and register patent rights in any of the foregoing; (ii) all provisional applications, continuation and continuation-in-part applications, continued prosecution applications, and substitute and divisional applications claiming the benefit of the filing date of or priority to the foregoing; all patents of addition of the foregoing; all continued examinations, re-examinations, inter partes review and post-grant review certificates of the foregoing; all amendments, reissues, and extensions of the foregoing; all divisional, validations, supplementary perfection certifications and extensions of the foregoing; all patents or patent applications that claim priority to or from the foregoing; and all inventions claimed by any of the foregoing; (iii) all rights to claim priority to the foregoing under any of the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and applicable bilateral or multilateral treaties; (v) all rights to request, apply for, file and register the foregoing; and (vi) all patents issuing from any of the foregoing;

- (b) the names “Priority Outdoor Products,” “Priority Bicycles,” “Priority,” “Brilliant Bicycle Co.,” “Brilliant Bicycles” and stylized “P” logo, all trademarks (except for the 174Hudson Mark), and the registered trademarks and trademark applications for registration set forth on Schedule B hereto, together with that part of the goodwill of Seller’s business associated with and symbolized by the foregoing and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any state therein or any foreign country, now or hereafter in effect;
- (c) all registered and unregistered copyrights, including the copyrights listed on Schedule C hereto, together with all registrations and applications for the foregoing, and all common law rights in the foregoing, together with (i) all works based upon, derived from or incorporating the foregoing; (ii) all renewals, reissues and extensions of the foregoing; (iii) all rights to create new copyrights that derive from the foregoing; (iv) all rights to request, apply for, file and register the foregoing; and (v) all moral rights in the foregoing. In the event a jurisdiction does not permit the assignment of all moral rights pursuant to the foregoing, Seller hereby irrevocably waives and releases all of its moral rights it now has, or in the future may have, in the foregoing in favor of Buyer;
- (d) all domain names, including the domain names set forth in Schedule D hereto (collectively, the “Assigned Domain Names”), including any usernames, passwords, authorization codes necessary or other information necessary to transfer the foregoing to Buyer;
- (e) all knowhow and trade secrets;
- (f) all (i) rights under which an employee, inventor, author or other person is obligated to assign ownership any of the foregoing; (ii) all registrations of, applications to register, renewals and extensions of, any of the foregoing with or by any Governmental Authority in any jurisdiction throughout the world, (iii) rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, violation misuse or breach of contract in respect of the foregoing, and present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach, and (iv) income, royalties and any other payments now and hereafter due and/or payable in respect of the foregoing; and
- (g) all (i) documentation or other tangible embodiments that comprise, embody, disclose or describe the Assigned Intellectual Property, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors’ notebooks, invention disclosures, digital files,

software code embodied in media or firmware developed by the Seller for its use and (ii) files related to the prosecution or enforcement of any Assigned Intellectual Property, including such patent, trademark or copyright prosecution or enforcement files in the custody of Seller's outside legal counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities;

in each case of (a) – (g) above, to be held and enjoyed by Buyer for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Seller had this assignment not been made.

2. Seller hereby covenants and agrees that it shall at any time upon the request and at the expense of Buyer execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to correct, perfect and/or record Buyer's title to the Assigned Intellectual Property, including without limitation to promptly execute individual assignment agreements in such form as may be required by Buyer for each jurisdiction in which any Assigned Intellectual Property is pending, issued or registered. Seller agrees that (a) until such time as Buyer is recorded or registered as the record owner of the Assigned Intellectual Property in each jurisdiction, such Seller promptly shall deliver to Buyer all notices, office actions and other correspondence received by it with respect to the Assigned Intellectual Property from any intellectual property office, governmental authority or any third party, and (b) such Seller shall not take any action with respect to the Assigned Intellectual Property, including without limitation filing any response to any office actions, except as may be authorized in advance by Buyer in its sole discretion.

3. Seller hereby authorize and request the Patent and Trademark Office officials in the United States of America, the Internet domain name registrars for the Assigned Domain Names and, in each case, the corresponding government officials of any and all states of the United States of America and foreign countries whose duty is to issue intellectual property protection or other evidence or forms of industrial property protection on trademarks and/or Internet domain names to record this Assignment and to issue the same to Buyer, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. As soon as a reasonably practicable following execution of this Assignment, Seller shall perform all acts necessary to effect the transfer of the Assigned Domain Names from Seller to Buyer including, but not limited to, the execution, notarization, and return to Buyer or its agents of any transfer forms required by Buyer or the applicable Seller's Internet domain name registrar.

5. Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney in fact of such Seller, with full power of substitution and re-substitution, in whole or in part, in the name and stead of such Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time record the transfer of the Assigned

Intellectual Property from such Seller to Buyer in accordance with the terms of this Assignment.

6. Seller recognizes Buyer's exclusive ownership and title to the Assigned Intellectual Property throughout the world and Seller shall not, directly or indirectly, claim adversely to Buyer any right, title or interest in and to the Assigned Intellectual Property in any country or jurisdiction of the world.

7. This Assignment shall be governed and construed in accordance with the internal laws of the State of New York, without regard to any conflict of law provision that could require the application of the law of any other jurisdiction.

8. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

**SELLER:**

**PRIORITY OUTDOOR PRODUCTS, INC.**

By: 

Name: David Weiner

Title: President

**BUYER:**

**PRIORITY OUTDOOR PRODUCTS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

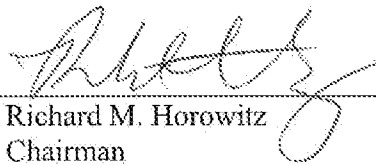
**SELLER:**

**PRIORITY OUTDOOR PRODUCTS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

**PRIORITY OUTDOOR PRODUCTS, LLC**

By:  \_\_\_\_\_  
Name: Richard M. Horowitz  
Title: Chairman



**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

None.

**SCHEDULE B**

**REGISTERED TRADEMARKS AND APPLICATIONS**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Reg. No. / Serial. No.</b>	<b>Reg. Date / Filing Date</b>	<b>Status</b>
PRIORITY PRIORITY	US	4723671	21-APR-2015	Registered
<b>B</b> <b>—</b> B	US	5074484	01-NOV- 2016	Registered
ASTOR ASTOR	US	4896487	02-FEB-2016	Registered
MAYFAIR MAYFAIR	US	4850840	10-NOV- 2015	Registered
BRILLIANT BRILLIANT	US	4918953	15-MAR- 2016	Registered
BRILLIANT	International Register	1276649	15-MARCH- 2016	Registered
LIFE AT A BETTER SPEED	US	86728798	18-AUG- 2015	Abandoned Application
LIFE AT A BETTER SPEED	US	86728801	18-AUG- 2015	Abandoned Application

**SCHEDULE C**

**REGISTERED COPYRIGHTS**

None.

**SCHEDULE D**

**ASSIGNED DOMAIN NAMES**

1. [www.prioritybicycles.com](http://www.prioritybicycles.com)
2. <http://www.brilliant.co>