

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734939

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900683556 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Steven M. Spector, for the benefit of the creditors | | 12/31/2021 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Active Sports, Inc. | | |
| Street Address: | 250 Parkway Drive, Suite 270 | | |
| City: | Lincolnshire | | |
| State/Country: | UNITED STATES | | |
| Postal Code: | 60069 | | |
| Entity Type: | Corporation: MINNESOTA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4519966 | ACK | |
| Registration Number: | 5773200 | OSO BAY | |
| Registration Number: | 5803185 | 5TH ELEMENT | |
| Registration Number: | 2941703 | SUMMIT SPORTS | |
| Registration Number: | 2496255 | SUMMIT SPORTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8474410911 | | |
| <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: | pto@nealmcdevitt.com | | |
| Correspondent Name: | Nicholas G. de la Torre | | |
| Address Line 1: | 1776 Ash Street | | |
| Address Line 4: | Northfield, ILLINOIS 60093 | | |
| ATTORNEY DOCKET NUMBER: | 63274.101 | | |
| NAME OF SUBMITTER: | Nicholas G. de la Torre | | |
| SIGNATURE: | /ngt/ | | |
| DATE SIGNED: | 06/15/2022 | | |

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "*Assignment*") is entered into as of December 31, 2021, by and between STEVEN M. SPECTOR ("*Seller*"), solely in his capacity as assignee for the benefit of creditors of Outdoor Adventure Brands, LLC, Austin Kayak, LLC, Summit Sports, LLC, OAB ACK, LLC and Snow Sports Deals, LLC, each a Delaware limited liability company (collectively, "*Assignor*") and ACTIVE SPORTS, INC. a Minnesota corporation ("*Assignee*").

RECITALS

A. By virtue of an assignment for the benefit of creditors made by Assignor to Seller, Seller owns registered and unregistered trademarks, trademark applications, patents and patent applications, copyrights and copyright applications and other intellectual property formerly owned by Assignor, including without limitation, all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, including, with limitation the marks listed on Schedule A hereto (the "*Intellectual Property Assets*").

B. Under the terms of that certain Asset Purchase Agreement of even date (the "*Purchase Agreement*") by and between Seller and Assignee as buyer, Seller has agreed to assign the Intellectual Property Assets to Assignee, subject to the terms hereof. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and Assignee hereby accepts all of Seller's entire right, title and interest in and to the Intellectual Property Assets, together with all common law rights; trade name rights; rights of any kind whatsoever of Seller accruing thereunder provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect thereto; claims, causes of action and rights to recover with respect thereto, whether accruing before, on and/or after the date hereof, including all claims, causes of action and rights for damages and payments, restitution and injunctive and other legal and equitable relief for past, present or future infringements, violations, misuses or misappropriations, breaches or defaults thereof and the goodwill associated with the Intellectual Property Assets.

2. No Assumption of Liabilities. Assignee does not assume, and shall not be obligated or liable for, any liabilities of Assignor or its members, affiliates, predecessors, assignors or

transferors, in connection with the Intellectual Property Assets and the transactions contemplated hereby.

3. Use and Enjoyment. The rights, title and interest assigned under Section I shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

4. Rights to Record. Seller hereby grants Assignee irrevocable powers of attorney to file this Assignment before the relevant intellectual property authorities of any countries to effect the assignment of Intellectual Property Assets hereunder in the name of Assignee. Seller hereby authorizes the officials of any such entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, on the same terms set forth in the Purchase Agreement with respect to Seller's cooperation with Assignee, Seller shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and other 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 Intellectual Property Assets to Assignee or any assignee or successor thereto.

5. Conflicts and Inconsistencies. This Assignment is executed and delivered by Seller pursuant to the Purchase Agreement, subject to the covenants, representations and warranties thereof. No provisions set forth herein shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions herein and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California, without regard to the principles of conflicts of law thereof (to the extent that the application of the laws of another jurisdiction would be required thereby).

7. Further Assurances. Following the date hereof, on the same terms set forth in the Purchase Agreement with respect to Seller's cooperation with Assignee, Seller shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and other legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee or any assignee or successor thereto. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all right, title and interest in, to and under any Trademark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

8. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.


9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and it will not be necessary in making proof of this Assignment or the terms of this Assignment to produce or account for more than one of such counterparts. All counterparts shall constitute one and the same instrument. Each party may execute this Assignment via a facsimile (or transmission of a PDF file) of a counterpart of this Assignment. In addition, facsimile or PDF signatures of authorized signatories of any party shall be valid and binding and delivery of a facsimile or PDF signature by any party shall constitute due execution and delivery of this Assignment.

[Signature Page to Follow]

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

“SELLER”:

STEVEN M. SPECTOR, in his sole and limited capacity as Assignee for the Benefit of Creditors of Assignor

By: 

Steven M. Spector

“ASSIGNEE”:

ACTIVE SPORTS, INC.

By: _____
Name: Brent Moody
Its: President

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

“SELLER”:

STEVEN M. SPECTOR, in his sole and limited capacity as Assignee for the Benefit of Creditors of Assignor

By: _____
Steven M. Spector

“ASSIGNEE”:

ACTIVE SPORTS, INC.

By: Brent Moody
Name: Brent Moody
Its: President

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

SCHEDULE A

Copyrights

[ASSIGNOR TO IDENTIFY]

Unregistered Trademarks

[ASSIGNOR TO IDENTIFY]

Logos, Tradenames

[ASSIGNOR TO IDENTIFY]

Registered Trademarks and Trademark Applications

| Trademark | Owner | Jurisdiction of Registration | Registration/Serial Number |
|--|-------------------|------------------------------|-------------------------------------|
| ACK Logo  | Austin Kayak, LLC | United States | 4,519,966; Reg. Date April 29, 2014 |
| "OSO" Bay OSO BAY | Summit Sports LLC | United States | 5773200; Reg. Date June 11, 2019 |
| "5 th Element"  | Summit Sports LLC | United States | 5803185; Reg. Date July 16, 2019 |
| Summit Sports Logo  | Summit Sports LLC | United States | 2941703; Reg. Date April 19, 2005 |

| | | | |
|-----------------|-------------------|---------------|--|
| "SUMMIT SPORTS" | Summit Sports LLC | United States | 2496255; Reg. Date October 9, 2001 and renewed on 9/2/2011 |
|-----------------|-------------------|---------------|--|