

## 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
Ritchey Design Inc.		08/05/2011	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Scott Sports SA		
Street Address:	Route du Crochet 17		
City:	Givisiez		
State/Country:	SWITZERLAND		
Postal Code:	1762		
Entity Type:	Societe anomyme: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2815182	SYNCROS	
CORRESPONDENCE DATA			
Fax Number:	3034732720		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-473-2710		
Email:	docket@hollandhart.com		
Correspondent Name:	Scott S. Havlick		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attention: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	55752.0151		
DOMESTIC REPRESENTATIVE			
Name:	Scott S. Havlick		
Address Line 1:	P.O. Box 8749		

OP \$40.00 2815182

Address Line 2: Attention: Trademark Docketing  
Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:	Scott S. Havlick
Signature:	/Scott S. Havlick/
Date:	10/30/2013

**Total Attachments: 12**

source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page1.tif  
source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page2.tif  
source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page3.tif  
source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page4.tif  
source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page5.tif  
source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page6.tif  
source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page7.tif  
source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page8.tif  
source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page9.tif  
source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page10.tif  
source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page11.tif  
source=Definitive Agreement - Scott Sports SA and Ritchey Design Inc. - Redacted#page12.tif

## DEFINITIVE AGREEMENT

SCOTT Sports SA  
Route du Crochet 17  
1762 Givisiez  
Switzerland

- hereinafter referred to as **SCOTT** -

and

RITCHEY Design Inc.  
Corporate Office  
620 Spice Island Dr.  
Sparks, NV 89431  
USA

- hereinafter referred to as **RITCHEY** -

### PREAMBLE

The Swiss company SCOTT Sports SA (hereafter: SCOTT) is a leader in the development, manufacturing, sales and marketing of high end performance products intended for biking, winter sport, motocross, clothing etc.

Ritchey Design Inc. (hereafter: RITCHEY) is a leading developer and producer of handcrafted road and mountain bicycle components.

With letter of intent dated May 5, 2011 and May 9, 2011 the parties planned an agreement concerning purchase of trademarks, patent licenses, moulds and purchase of products and assignment of sponsorship conditions. This was a non-binding letter of intent, and except for the provisions of paragraph 4 (stock list), 5 (sponsoring agreements), 6 (distributors list), 7 (manufacturers list) and 12 (confidentiality), none of the provisions in this letter of intent were binding on either party. The Effective Date of the Definitive Agreement was intended to be on January 1, 2012. The press release regarding the main issues of the Definitive Agreement was foreseen to be on January 15, 2012.

The present agreement is now agreed as "Definitive Agreement" as planned with the aforesaid letter of intent. The agreement contains the following main parameters: Purchase of trademarks, grant of patent licenses, purchase of products and assignment of sponsorship conditions (non-exhaustive enumeration).

PE  
RW

## AGREEMENT

### I. Purchases and assignments

#### 1. Assignment of Trademarks

- a) RITCHEY transfers to SCOTT title to and ownership of SYNCROS and SYNCROS related word and figurative trademarks ("SYNCROS") according to Annex 1 with all rights and obligations connected thereto.

RITCHEY shall apply to register at its own cost the word trademark SYNCROS for bicycles, parts, fittings and accessories for the aforesaid within 30 days as of signing of this Definitive Agreement in following territories: Canada, New Zealand, Australia and South Africa. In case the aforesaid trademarks will not be registered in the aforesaid territories for any reason, SCOTT shall be entitled to offset EUR \_\_\_\_\_ -per territory against payments according \_\_\_\_\_ to \_\_\_\_\_ I.7.

All costs for the assignment and recording of SYNCROS Marks are borne by SCOTT. Except as provided above in connection with the Canadian, New Zealand, Australian and South African Application, SCOTT shall also pay all the fees and costs for application and maintenance of SYNCROS as of the Effective Date of this Definitive Agreement.

RITCHEY warrants that it is the sole owner of SYNCROS as described in **Annex 1** and that it is allowed to transfer the ownership of it.

- b) RITCHEY transfers to SCOTT all rights, title to and ownership of the domains www.syncros.com and www.syncros.ch and according rights of use and enjoyment. Furthermore, RITCHEY assigns its rights, duties and power according to these domains related service provider agreements, inter alia but not limited to web shop providers. RITCHEY will undertake all necessary measures for the assignment within 30 days after the Effective Date of this Definitive Agreement.

2.

a)

b)

*FR PE*

c)

d)

3.

4.

5.

*PE*

6.

7.

II.

1.

2.

a)

*TYPE*

b)

3.

a)

b)

4.

a)

b)

c) R

TR  
PE

d)

1 a

**III.**

a)

b)

c)

**IV.**

a)

FM  
PE



b)

c)

V.

a)

b)

*PEX*

c)

d)

## **VI. Confidentiality**

The parties agree that this Definitive Agreement and all discussions, negotiations, exchange of information, and work performed in connection herewith, or within the cooperation between the parties contemplated in connection with this Agreement, are carried out under terms of confidentiality, and each party shall hold this Definitive Agreement and all discussions and information exchanged pursuant to and as contemplated in this Agreement in the strictest confidence and not disclose any of the foregoing to any other person or entity with the exception of RITCHEY and SCOTT staff and employees, lawyers, auditors and tax consultants as necessary in the planning and execution of this sale, except with the specific prior written consent of the other party or to the extent required by law or an order of a court of competent jurisdiction; provided that before making any such disclosure that a party believes to be legally required, such party shall notify the other party and give the other party sufficient time and opportunity to defend against such disclosure.

## **VII.**

### **VIII. Entry into force and termination**

#### **1. Effective Date**

The contract shall enter into force on 1st January 2012 (Effective Date). The respective press release regarding the main issues of the Definitive Agreement is foreseen to be on January 15, 2012 or a business day shortly thereafter. SCOTT shall provide a draft of the text intended to be released to the press to Ritchey 10 days prior to the release for joint

*PER*

consultation regarding the content of the release and the potential for Ritchey to make a press release from its side which in the event Ritchey shall provide a draft copy to SCOTT 10 days prior to the release.

## 2. Termination

This Agreement may be terminated with regard to all continuing obligations as mentioned above in the agreement at any time if a Party (the "Defaulting Party")

- a) breaches any of its material obligations hereunder and fails to remedy that breach within ninety (90) days after the breach has been called to its attention by written notice from the other Party,
- b) files a petition in bankruptcy which proceeding is not dismissed within ninety (90) days after commencement, makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, or is adjudged bankrupt,
- c) commences or is placed in a process of complete liquidation other than for an amalgamation or reconstruction which proceeding is not dismissed within ninety (90) days after commencement, or
- d) suffers the appointment of a receiver, who is not discharged within ninety (90) days of his/her appointment, for any substantial portion of its business, then, and in any such event, the other Party at its option may terminate this Agreement immediately upon giving written notice of such termination to the Defaulting Party.

## IX. Severability clause

Should any provision of this Agreement be or become ineffective or if any matter has been omitted from this Agreement, the legal effect of other provisions will not be affected thereby. In the place of the ineffective provision, an effective provision will be deemed to be agreed that corresponds as closely as possible in economic terms to the solution desired by the parties; any omission must be rectified in the same manner.

## X. Annexes and Counterparts

a) The bellow listed annexes are part of this Definitive Agreement:

- Annex 1: Syncros Trademark list to be assigned to Scott
- 
- 
- 

PE  
RM

When the Agreement and Annexes are contradictory, the Agreement will prevail. When the annexes are contradictory, a recent Annex will be given preference to an older contradictory Annex.

- b) This Agreement including all annexes shall be executed in two (2) identical counterparts.

**XI. Law and legal venue**

San Carlos, Ca USA 8/5/2011  
Place and Date

Givisiez 12.08.2011  
Place and Date

For RITCHEY:

Philip Ellinwood  
Philip Ellinwood

For SCOTT:

Pascal Ducrot  
Pascal Ducrot

PE  
M.

**Annex 1: Syncros Trademark list to be assigned to Scott**

<b>Territory</b>	<b>Mark</b>	<b>Registration number</b>	<b>Class / Goods description</b>	<b>Owner</b>	<b>Status/Renewal</b>
Albania	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Armenia	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Australia	Syncros	TBD	12	Ritchey Design, Inc.	In process
Belarus	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Bulgaria	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Canada	Syncros	TBD	12	Ritchey Design, Inc.	In Process
China	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Croatia	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
EU	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Georgia	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
IR (Madrid Protocol Only)	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Japan	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Korea	Syncros	40-0698352	12	Ritchey Design, Inc.	14.02.2017
Kyrgyz	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Macedonia	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Moldova	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
New Zeland	Syncros	TBD	12	Ritchey Design, Inc.	In Process
Norway	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Russia	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
South Africa	Syncros	TBD	12	Ritchey Design, Inc.	In Process
Switzerland	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
Taiwan	Syncros	1177520	12	Ritchey Design, Inc.	16.10.2015
Ukraine	Syncros	867365	12	Ritchey Design, Inc.	12.07.2014
USA	Syncros	2815182	12	Ritchey Design, Inc.	17.02.2014
<b>Web domain</b>					
USA	Syncros.com			Ritchey Design, Inc.	
Switzerland	Syncros.ch			Ritchey Sagl	

PE 

