

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
J&R Bicycles, Inc.		01/30/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Mojo BMX LLC		
Street Address:	3422 OLD CAPITOL TRAIL		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3338217	SINZ	
Registration Number:	4277031	SPEEDCO BICYCLES	
CORRESPONDENCE DATA			
Fax Number:	8134727570		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	eric.pellenbarg@phelps.com		
Correspondent Name:	Eric R. Pellenbarg		
Address Line 1:	100 S. Ashley Dr.		
Address Line 2:	Suite 1900		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	27521-0002		
NAME OF SUBMITTER:	Eric Pellenbarg		
Signature:	/Eric Pellenbarg/		

Date:

01/31/2014

Total Attachments: 6

source=SINZ Assignment to MOJO#page1.tif

source=SINZ Assignment to MOJO#page2.tif

source=SINZ Assignment to MOJO#page3.tif

source=SINZ Assignment to MOJO#page4.tif

source=SINZ Assignment to MOJO#page5.tif

source=SINZ Assignment to MOJO#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment Agreement**") is made and entered into as of January 31, 2014, by and between J & R Bicycles, Inc., a Florida corporation ("**Assignor**") and MOJO BMX LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor and Vigor Sports, Inc., a California corporation D/B/A VSI Products ("**Vigor**"), are parties to that certain Asset Purchase Agreement, dated as of on or about August 23, 2013 (as such agreement may have been amended, supplemented or otherwise modified, the "**Purchase Agreement**").

WHEREAS, Assignor, after acquiring certain assets from Vigor, became and is the current owner of all right, title and interest in and to the trademarks and the corresponding registrations listed below (collectively, the "**Trademarks**"), together with the goodwill of the business connected with and symbolized by the Trademarks.

MARK	REGISTRATION NO.	REGISTER	DATE REGISTERED
SINZ	3338217	Principal	11/20/07
Speedco Bicycles	4277031	Principal	01/15/13

WHEREAS, following its acquisition of certain assets from Vigor pursuant to the Purchase Agreement, including, without limitation, the Trademarks, Assignor entered into certain agreements with Wells Fargo Bank, N.A., whereby Assignor pledged the Trademarks as collateral for a commercial loan to Wells Fargo Bank, N.A., and Wells Fargo Bank, N.A., currently has a security interest in the Trademarks.

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks (subject to the security interest of Wells Fargo Bank, N.A.), together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, the right to bring an action for any and all past infringements of the rights being assigned and the right to collect and retain any proceeds therefrom, and any priority right that may arise from the

Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. ASSIGNOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE OF THE TRADEMARKS AND SAID TRADEMARKS ARE ASSIGNED IN AN "AS IS, WHERE IS" CONDITION, EXCEPT AS OTHERWISE PROVIDED HEREIN. BY EXECUTION OF THIS AGREEMENT, ASSIGNEE AFFIRMS THAT IT HAS NOT RELIED ON ASSIGNOR'S SKILL OR JUDGMENT, AND THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTIONS OF THE TRADEMARKS SET FORTH ABOVE INCLUDING, WITHOUT LIMITATION, THE WARRANTIES SPECIFICALLY DISCLAIMED HEREIN.

3. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration set forth above to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

4. This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

5. This Trademark Assignment Agreement shall be governed, including, without limitation, as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of Florida applicable to agreements made and fully performed within the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

J & R BICYCLES, INC., a
Florida corporation

By: [Signature]
Kirk Morrison, its President

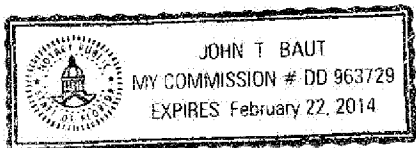
STATE OF FLORIDA }
 } SS:
COUNTY OF PINELLAS }

Before me, the undersigned, a Notary Public of the State of Florida, personally appeared Kirk Morrison, having been sworn by me according to law did depose and say he was the President of J & R Bicycles, Inc. ("Assignor"), and he did acknowledge the execution of the foregoing Trademark Assignment Agreement on behalf of said Assignor.

WITNESS my hand and notarial seal this January 30TH, 2014.

[Signature]
(Written Signature)

JOHN T. BAUT
(Printed Signature)



ASSIGNEE:

MOJO BMX LLC, a Delaware limited liability company

By: [Signature]
Name: KIRK MORRISON
Title: PRESIDENT

ASSIGNMENT OF U.S. TRADEMARKS

WHEREAS, J & R Bicycles, Inc., having a place of business at 7000 Bryan Dairy Road, B-1, Largo, Florida 33777 ("**Assignor**"), is the owner of the United States trademark registrations described on **Exhibit "A,"** attached hereto and made a part hereof ("**Marks**"); and

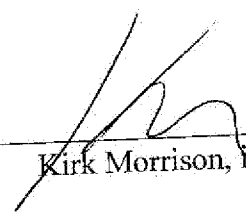
WHEREAS, MOJO BMX LLC, a Delaware limited liability company ("**Assignee**"), desires to acquire the entire right, title and interest in, to and under the Marks and the registrations thereof;

NOW, THEREFORE, for and in consideration of the sum of \$10.00, to it in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over to said Assignee effective January 31, 2014, all its right, title and interest in, to and under the Marks and registrations, together with the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

AND, this assignment is made without warranty and subject to all liens and encumbrances affecting the Marks.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized.

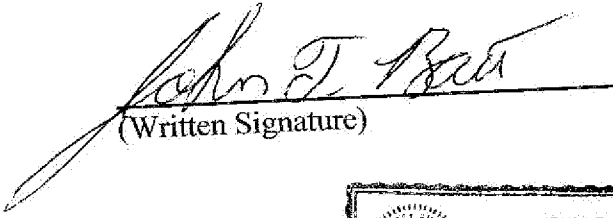
J & R BICYCLES, INC., a
Florida corporation

By:  _____
Kirk Morrison, its President

STATE OF FLORIDA }
 } ss:
COUNTY OF PINELLAS }

Before me, the undersigned, a Notary Public of the State of Florida, personally appeared Kirk Morrison, having been sworn by me according to law did depose and say he was the President of J & R Bicycles, Inc. ("Assignor"), and he did acknowledge the execution of the foregoing Trademark Assignment Agreement on behalf of said Assignor.

WITNESS my hand and notarial seal this January 30TH, 2014.


(Written Signature)

JOHN T. BAUT
(Printed Signature)



MARK	REGISTRATION NO.	REGISTER	DATE REGISTERED
SINZ	3338217	Principal	11/20/07
Speedco Bicycles	4277031	Principal	01/15/13