

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315131

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spratt Cycle Support, Inc.		01/01/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Global Velo, Inc.
Street Address:	7250 Oakmont Court
City:	Ponte Vedra Beach
State/Country:	FLORIDA
Postal Code:	32082
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3886102	NANO
Registration Number:	3035314	CONDOR
Registration Number:	2615567	MERCIER
Registration Number:	2736815	WINDSOR
Registration Number:	2550182	GRAVITY
Registration Number:	2545145	MANGO
Registration Number:	2853721	DAWES
Registration Number:	3711443	DAWES
Registration Number:	3714434	CYCLES MERCIER AMERICA
Registration Number:	3736104	M MOTOBECANE U.S.A.
Registration Number:	3679223	WINDSOR
Registration Number:	2117683	MOTOBECANE

CORRESPONDENCE DATA

Fax Number: 9045641848

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.

Phone: 904-699-4885

Email: cmeide@meidelaw.com

Correspondent Name: Cheryl Meide, Esquire

TRADEMARK

Address Line 1: 7545 Centurion Parkway
Address Line 2: Suite 201
Address Line 4: Jacksonville, FLORIDA 32256

ATTORNEY DOCKET NUMBER: SCS.0203

NAME OF SUBMITTER: Cheryl Meide

SIGNATURE: /Cheryl Meide/

DATE SIGNED: 08/25/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is a *nunc pro tunc* assignment effective as of January 1, 2013 ("Effective Date") by and between Spratt Cycle Support, Inc. a Florida corporation with an address of 7250 Oakmont Court, Ponte Vedra Beach Florida ("Assignor") and Global Velo Inc., a Florida corporation with an address of 7250 Oakmont Court, Ponte Vedra Beach, Florida 32082 ("Assignee").

WITNESSETH:

WHEREAS, Assignor, since at least as early as the dates list in Exhibit A, has been engaged in the manufacture, distribution, and sale of bicycles in interstate commerce and/or commerce in the United States under the Trademarks as further defined hereinafter; and

WHEREAS, Assignor owns all right, title, and interest to the Trademarks; and

WHEREAS, Assignee is the successor to any and all of Assignor's business to which the Trademarks pertain; and

WHEREAS, Assignee desires to acquire all rights, title, and interests in and to the Trademarks and any and all goodwill associated therewith; and

WHEREAS, Assignor desires, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, to assign to Assignee, as of the Effective Date, any and all right, title and interest in such Trademarks, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the covenants set forth below, Assignor and Assignee hereby agree as follows:

ARTICLE I. RECITALS AND DEFINITIONS

Section 1.01 – Recitals: The above identification of parties and recitals is true and correct.

Section 1.02 – Definitions: The following definitions apply:

- (1) USPTO: The term "USPTO" means the United States Patent and Trademark Office.
- (2) Trademarks: The term "Trademarks" shall mean those certain twelve (12) trademarks registered

with the USPTO as listed on Exhibit A attached hereto and by this reference incorporated herein, including NANO, CONDOR, MERCIER, WINDSOR, GRAVITY, MANGO, DAWES, DAWES, CYCLES MERCIER AMERICA, MOTOBECANE U.S.A., WINDSOR, AND MOTOBECANE, including all spellings, formatives, phonetic variations, and stylized versions of the same.

ARTICLE II. ASSIGNMENT

Section 2.01 – Assignment: Assignor and Assignee hereby acknowledge that Assignee is the successor to Assignor's business to which the Trademarks pertain and such business is ongoing and existing. Assignor hereby assigns, transfers, and conveys to Assignee any and all rights, title and interests Assignor may have or accrue in connection with the Trademarks, together with the good will connected with the use of and symbolized by said Trademarks. All said rights are to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term for which said Trademarks and any resultant Trademark registrations have been granted, and the right (but not the obligation) to assert the Trademarks and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

Section 2.02 – Issuance: Assignor hereby authorizes and requests the USPTO to issue/assign all certificates of registration concerning the Trademarks to Assignee, giving Assignee all rights, title and interests in and to the Trademarks. Assignor hereby authorizes and requests that any officials of foreign countries whose duty it is to issue certificates of registration, to issue all certificates of registration respecting the Trademarks to Assignee, as the owner of all rights, title and interests in and to the Trademarks.

Section 2.03 – Phase-out: As of the Effective Date, Assignor shall receive a limited license right to use the Trademarks for the sole purposes of completing Assignor's outstanding business transactions (if any), phasing out use of the Trademarks in the normal course of business, and closing the Assignor's business in connection with the Trademarks. Such limited use of the Trademarks shall be at the same level of quality as provided by Assignor as of the Effective Date.

Section 2.04 – Warranty of Title: Assignor represents

and warrants that Assignor has full right to convey the rights, title and interests herein assigned, that Assignor has not and will not execute any agreement in conflict herewith, and that the rights, title and interests assigned herein are not encumbered by any grant, license or right heretofore given.

By: [Signature]
Michael F Spratt, President

Date: 8/11/2014

ARTICLE III MISCELLANEOUS

Section 3.01 – Governing Law: This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

ASSIGNOR:

Spratt Cycle Support, Inc.
7250 Oakmont Court
Ponte Vedra Beach, Florida 32082

By: [Signature]
Michael F Spratt, President

Date: 8/11/2014

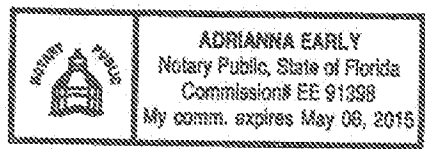
STATE OF FL
COUNTY OF Duval

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 11th day of August, 2014, personally appeared Michael F Spratt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Signature]
Notary Public

My Commission Expires: May 8, 2015

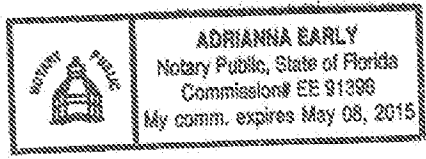
STATE OF Florida
COUNTY OF Duval



BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 11th day of August, 2014, personally appeared Michael F Spratt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Signature]
Notary Public

My Commission Expires: May 8, 2015



ASSIGNEE

Global Velo Inc.
7250 Oakmont Court
Ponte Vedra Beach, Florida 32082

Exhibit A
Trademarks

	Serial Number	Reg. Number	Word Mark	Goods and Services	Date of First Use
1	85018493	3886102	NANO	Bicycles	April 20, 2010
2	78507162	3035314	CONDOR	Bicycles	October 1, 2004
3	78087797	2615567	MERCIER	Bicycles	October 10, 2001
4	78161581	2736815	WINDSOR	Bicycles	August 1, 2002
5	78081792	2550182	GRAVITY	Bicycle	May 1, 1998
6	78081791	2545145	MANGO	Bicycles	December 1, 1999
7	78247589	2853721	DAWES	Bicycles	August 15, 2002
8	77670943	3711443	DAWES	Mountain bicycles; Racing bicycles; Road racing bicycles; Touring bicycles	August 15, 2002
9	77660756	3714434	CYCLES MERCIER AMERICA	Bicycles	January 29, 2009
10	77660753	3736104	M MOTOBECANE U.S.A.	Bicycles	January 29, 2009
11	77670942	3679223	WINDSOR	Bicycles	August 1, 2002
12	75165069	2117683	MOTOBECANE	Bicycles	First Use – May 1, 1996; First Use in Commerce – May 15, 1996