

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XO Athletic Co.		08/17/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Shock Doctor, Inc.		
Street Address:	110 Cheshire Lane, Suite 120		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55305		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2833150	XO ATHLETIC	
Registration Number:	4188982	SMARTJOC	
Registration Number:	2822439	XO SIZING	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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>			
Phone:	612-766-7901		
Email:	tmmpls@faegrebd.com		
Correspondent Name:	Faegre Baker Daniels		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402-3901		
ATTORNEY DOCKET NUMBER:	473893.93		
NAME OF SUBMITTER:	Kim A. Carlson		
SIGNATURE:	/Kim A. Carlson/		
DATE SIGNED:	08/26/2014		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into as of August 20, 2014, by and between XO Athletic Co., a New Jersey corporation ("Assignor"), and Shock Doctor, Inc., a Delaware corporation ("Assignee").

BACKGROUND

A. Assignor is the owner of the trademarks and trademark applications identified on Exhibit A attached hereto and incorporated herein by reference (the "Trademarks") and patents and patent applications identified on Exhibit B attached hereto and incorporated herein by reference (together with the Trademarks, the "Intellectual Property").

B. Assignor and Assignee have executed an Asset Purchase Agreement dated as of the date hereof, by and among Assignor, Assignee, Michael Landi, James Landi and Gary Trombino (the "Purchase Agreement").

C. Assignor desires to transfer and assign all of its right, title, claim and interest in and to the Intellectual Property to Assignee pursuant to the terms of the Purchase Agreement, and Assignee desires to accept such transfer and assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement and effective as of the Closing Date (as defined in the Purchase Agreement), Assignor hereby irrevocably assigns, conveys, sells, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest of every kind and character throughout the world, including moral rights, in and to the Intellectual Property, to the full extent of Assignor's ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Intellectual Property.

2. Further Action. Upon Assignee's request, Assignor will promptly take all such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Intellectual Property.

3. No Detrimental Action. Assignor will not engage in any action detrimental to the validity of the Intellectual Property after the execution of this Agreement.

4. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

5. No Waiver. No delay, failure or waiver by either party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude,

cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

6. Purchase Agreement. This Agreement is subject to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants, agreements, limitations and restrictions contained therein, all of which will survive the execution and delivery of this Agreement as and to the extent provided in the Purchase Agreement.

7. Entire Agreement. This Agreement, the Purchase Agreement and the Ancillary Agreements (as defined in the Purchase Agreement) constitute the entire agreements of the parties with respect to the subject matter hereof and thereof, and supersede all prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8. Governing Law; Submission to Jurisdiction, Waivers. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflict of laws that would result in the application of the laws of another jurisdiction. Each of the parties submits to the jurisdiction of any state or federal courts sitting in Minneapolis, Minnesota, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any Action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto.

9. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or PDF will be effective as delivery of an executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been duly executed by the parties hereto as of the day and year first above written.

ASSIGNOR:

XO ATHLETIC CO.

By: James Landi
Its: President

ASSIGNEE:

SHOCK DOCTOR, INC.

By: Dennis Goetz
Its: Chief Financial Officer

Subscribed and sworn to before me
this 7 day of August, 2014.

Notary Public

[Seal]

Rosemarie Tarantula
A Notary Public of N.J.
My Commission Expires
July 24, 2015

Subscribed and sworn to before me
this _____ day of _____, 2014.

Notary Public

[Seal]

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been duly executed by the parties hereto as of the day and year first above written.

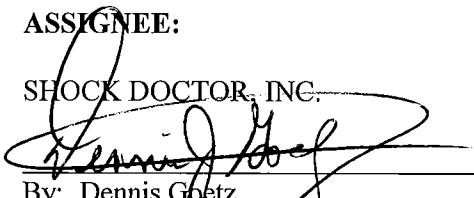
ASSIGNOR:

XO ATHLETIC CO.

By: James Landi
Its: President

ASSIGNEE:

SHOCK DOCTOR, INC.



By: Dennis Goetz
Its: Chief Financial Officer

Subscribed and sworn to before me


this _____ day of _____, 2014.

Notary Public

[Seal]

Subscribed and sworn to before me

this 13th day of Aug, 2014.





Notary Public

[Seal]



[Signature Page to Intellectual Property Assignment Agreement]

**EXHIBIT A
TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark	Country	Appln. No.	Reg. No.	Appln. Date	Reg. Date
XO ATHLETIC	United States	78144253	2833150	07/16/2002	04/13/2004
SMARTJOC	United States	85330049	4188982	05/25/2011	08/14/2012
XO SIZING	United States	76460082	2822439	10/15/2002	03/16/2004
	Canada	1380197	TMA751262	01/22/2002	10/27/2009
	Canada	1380200	TMA751284	01/22/2008	10/27/2009
PROCS-2	Canada	1380202	TMA744561	01/22/2008	08/04/2009