

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM320605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bravo Sports		06/12/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Airzone, Ltd.		
Street Address:	113 Barksdale Professional Center		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19711		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2553154	AIR ZONE	
CORRESPONDENCE DATA			
Fax Number:	3039571952		
<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:	303-295-8047		
Email:	docket@hollandhart.com		
Correspondent Name:	Lindsay N. Silber		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attention: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	41820.0055		
NAME OF SUBMITTER:	Lindsay N. Silber		
SIGNATURE:	/Lindsay N. Silber/		
DATE SIGNED:	10/20/2014		
Total Attachments: 2			
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source=Trademark Assignment Agreement from Bravo Sports to Airzone, Ltd. for US and Canadian Marks#page2.tif			

CH \$40.00 2553154

TRADEMARK ASSIGNMENT AGREEMENT

(U.S. Trademark Registration No. 2553154 for the trademark AIR ZONE and to
Canadian Trademark Registration No. TMA557946)

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of June 12, 2014, is made by Bravo Sports (“**Seller**”), a company formed and existing under the laws of California, with an office address at 12801 Carmenita Road, Santa Fe Springs, CA 90670, in favor of Airzone, Ltd. (“**Buyer**”), a company formed and existing under the laws of Delaware with an office address at 113 Barksdale Professional Center, Newark, Delaware, United States 19711, the purchaser of certain assets of Seller pursuant to a Air Zone™ Asset Purchase and Sale Agreement between Buyer, Seller and Taizhou Yuanda Sporting Goods Co., Ltd., dated as of June 12, 2014 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has sold, assigned, transferred, conveyed and delivered to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to U.S. Trademark Registration No. 2553154 for the trademark AIR ZONE and to Canadian Trademark Registration No. TMA557946 (the “**Assigned Trademarks**”), together with all goodwill associated with the Assigned Trademarks and any and all rights to causes of action and remedies related thereto, arising out of or relating to or in connection with the Assigned Trademarks.
2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any

conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of China (excluding Hong Kong, Taiwan and Macau), without giving effect to the rules respecting its conflict of laws principles.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

BRAVO SPORTS

By: 

Name: Leonardo Pais

Title: Chief Executive Officer

Address for Notices:

12801 Carmenita Road

Santa Fe Springs, CA 90670

AGREED TO AND ACCEPTED:

AIRZONE, LTD.

By: 

Name: 

Title:

Address for Notices:

113 Barksdale Professional Center

Newark, Delaware 19711