

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nathan Sports Inc.		10/23/2015	CORPORATION: PENNSYLVANIA
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: 17			
Property Type	Number	Word Mark	
Registration Number:	4086223		
Registration Number:	3843795	NATHAN	
Registration Number:	3953094	NATHAN	
Registration Number:	4621045	BE SEEN. RUN LONGER.	
Serial Number:	86546865	HYDRATE. RUN STRONGER.	
Registration Number:	4518455	LIGHTWAVE	
Registration Number:	4492317	PUSH > POTENTIAL	
Serial Number:	86546861	RUN RIGHT LIGHT	
Serial Number:	86546867	RUN STRONGER. RUN LONGER.	
Serial Number:	86546863	RUNWAVE	
Registration Number:	4195286	SOFTTOUCH CAP	
Registration Number:	4764054	SONICMOUNT	
Registration Number:	4646751	SPEEDLOCK	
Serial Number:	86031014	SPEEDLOCK	
Registration Number:	3668912	WATERBOX	
Registration Number:	1129566	WRIST RUNNER	
Serial Number:	86784521	X-CHROMA BY NATHAN	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 6127661600

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: 6127667000

Email: tmmpls@faegrebd.com

Correspondent Name: Jodi DeSchane/Sarah House

Address Line 1: 90 South Seventh Street

Address Line 2: 2200 Wells Fargo Center

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	SHOCK DOCTOR
--------------------------------	--------------

NAME OF SUBMITTER:	Sarah M. House
---------------------------	----------------

SIGNATURE:	/Sarah M House/
-------------------	-----------------

DATE SIGNED:	11/10/2015
---------------------	------------

Total Attachments: 9

source=Intellectual_Property_Assignment_Agreement#page1.tif

source=Intellectual_Property_Assignment_Agreement#page2.tif

source=Intellectual_Property_Assignment_Agreement#page3.tif

source=Intellectual_Property_Assignment_Agreement#page4.tif

source=Intellectual_Property_Assignment_Agreement#page5.tif

source=Intellectual_Property_Assignment_Agreement#page6.tif

source=Intellectual_Property_Assignment_Agreement#page7.tif

source=Intellectual_Property_Assignment_Agreement#page8.tif

source=Intellectual_Property_Assignment_Agreement#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of October 23, 2015, by and between Nathan Sports Inc., a Pennsylvania corporation ("Assignor") having an address of 2009 Elmwood Avenue Suite 101, Sharon Hill, PA U.S.A. 19079, and Shock Doctor, Inc., a Delaware corporation ("Assignee") having an address of 110 Cheshire Lane, Suite 120, Minnetonka, MN U.S.A. 55305.

BACKGROUND

WHEREAS, Assignor is the owner of the patents, trademarks, copyrights and other intellectual property including those identified on Exhibits A-1, A-2, A-3, A-4, A-5 and A6 attached hereto and which are incorporated herein by reference (collectively, the "Intellectual Property");

WHEREAS, Assignor and Assignee have executed an Asset Purchase Agreement dated as of the date hereof, by and among Assignor, Assignee, the shareholders of Assignor, and Jonathan D. Reichlin (the "Purchase Agreement"); and

WHEREAS, Assignor desires to transfer and assign its rights in the Intellectual Property to Assignee pursuant to the terms of the Purchase Agreement, and Assignee desires to accept such transfer and assignment.

AGREEMENT

NOW, THEREFORE, the parties hereto 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, the right to claim priority, moral rights and all associated goodwill, 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 domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue and recover 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 and at the sole expense of Assignee, 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, including the exhibits hereto which are incorporated herein by reference, serves to document formally the entire understanding between the parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter, with the exception of the representations, warranties, covenants, agreements, limitations and restrictions contained in the Asset Purchase Agreement and the Bill of Sale, Assignment and Assumption Agreement dated as of the date hereof, between Assignor and Assignee. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the party against which enforcement of the amendment or modification is sought.

8. Governing Law. This Agreement will be governed by and construed by the laws of the State of Delaware, without regard to conflicts-of-law principles.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. Signatures delivered by facsimile, Adobe "portable document format" (.pdf) or any other electronic means will be deemed to be and will be treated for all purposes as original signature pages.

* * * * *

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

ASSIGNOR:

NATHAN SPORTS INC.

By Bridgit Lombard
Its CEO

ASSIGNEE:

SHOCK DOCTOR, INC.

By _____
Its _____

Subscribed and sworn to before me
this 21st day of October, 2015.

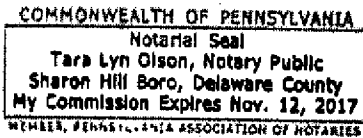
Tara Lyn Olson
Notary Public

Subscribed and sworn to before me
this _____ day of _____, 2015.

Notary Public

[Seal]

[Seal]



[Signature Page to Intellectual Property Assignment Agreement]

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

ASSIGNOR:

NATHAN SPORTS INC.

By _____
Its _____

Subscribed and sworn to before me
this ____ day of _____, 2015.

Notary Public

[Seal]

ASSIGNEE:

SHOCK DOCTOR, INC.

By [Signature]
Its CFO

Subscribed and sworn to before me
this 22nd day of October, 2015.



[Signature]
Notary Public


[Seal]



EXHIBIT A-2


Marks

MARK	FILING DATE	COUNTRY SERIAL No. REGISTRATION No.	GOODS AND SERVICES INTERNATIONAL CLASSES
	<p>10/12/2010</p>	<p>U.S.A. SN: 85151146 RN: 4086223</p>	<p>Bottles, sold empty (Class 21) First Use: 12/1/2008</p>
	<p>7/13/2009</p>	<p>U.S.A. SN: 77779709 RN: 3843795</p>	<p>Safety products, namely, reflective and illuminated clothing for safety purposes, namely, reflective, fluorescent and LED vests, sleeves, sashes, belts, gloves, headbands, wrist bands, arm bands, ankle bands, wrist pockets, shoe pockets; protective carrying cases, namely, carriers, holders and holsters for portable music players (Class 9)</p> <p>Backpacks; knapsacks; rucksacks; hip packs; lumbar packs; waist packs; fanny packs; duffle bags; all-purpose sport gear bags; transition bags, namely, sports bags; pouches and bags sold empty for attachment to backpacks, namely, backpack bottle pockets, water bottle carriers, pouches for hydration units, and removable pockets (Class 18)</p> <p>Containers for household use, namely, holders and holsters specially adapted to hold water bottles, flasks and handheld bottle holders; personal fluid hydration systems comprised of a carrying pack, a fluid reservoir, a drinking tube and a mouthpiece; bottles sold empty; plastic squeeze bottles sold empty; plastic flasks sold empty; bladder packs and backpack-style canteens, namely, personal fluid hydration systems comprising a fluid reservoir, a delivery tube, a mouthpiece and a carrying pack; hydration packs and fluid reservoirs sold empty, namely, personal fluid hydration systems comprising a fluid reservoir and a carrying pack (Class 21)</p> <p>Clothing belts featuring the ability to hold water bottles and flasks; race number belts (Class 25) First Use: 1/15/2007</p>

MARK	FILING DATE	COUNTRY SERIAL No. REGISTRATION No.	GOODS AND SERVICES INTERNATIONAL CLASSES
	7/14/2009	U.S.A. SN: 77780331 RN: 3953094	<p>Safety products, namely, reflective and illuminated clothing for safety purposes, namely, reflective, fluorescent and LED vests, sleeves, sashes, belts, gloves, headbands, wrist bands, arm bands, ankle bands, wrist pockets, shoe pockets; protective carrying cases, namely, carriers, holders and holsters for portable music players (Class 9)</p> <p>Backpacks; knapsacks; rucksacks; hip packs; lumbar packs; waist packs; fanny packs; duffle bags; all-purpose sport gear bags; transition bags, namely, sports bags; pouches and bags sold empty for attachment to backpacks, namely, backpack bottle pockets, water bottle carriers, pouches for hydration units, and removable pockets (Class 18)</p> <p>Containers for household use, namely, holders and holsters specially adapted to hold water bottles, flasks and handheld bottle holders; personal fluid hydration systems comprised of a carrying pack, a fluid reservoir, a drinking tube and a mouthpiece; bottles sold empty; plastic squeeze bottles sold empty; plastic flasks sold empty; bladder packs and backpack-style canteens, namely, personal fluid hydration systems comprising a fluid reservoir, a delivery tube, a mouthpiece and a carrying pack; hydration packs and fluid reservoirs sold empty, namely, personal fluid hydration systems comprising a fluid reservoir and a carrying pack (Class 21)</p> <p>Clothing belts featuring the ability to hold water bottles and flasks; race number belts (Class 25)</p> <p>First Use: 1/15/2007</p>
BE SEEN. RUN LONGER.	3/21/2014	U.S.A. SN: 86227976 RN: 4621045	<p>Safety products, namely, reflective and fluorescent ankle bands, belts, gloves, headbands, sashes, shoe pockets, vests, wrist bands and wrist pockets (Class 9)</p> <p>First Use: 1/2013</p>
HYDRATE. RUN STRONGER.	2/26/2015	U.S.A. SN: 86546865	<p>Holders and holsters specially adapted to hold water bottles; personal fluid hydration systems comprised of a carrying pack, a fluid reservoir, a drinking tube and a mouthpiece; bottles sold empty; plastic squeeze bottles sold empty; and plastic flasks sold empty (Class 21)</p> <p>Water bottle belts and flask belts (Class 25)</p> <p>First Use: 10/2012</p>

<u>MARK</u>	<u>FILING DATE</u>	<u>COUNTRY SERIAL No. REGISTRATION No.</u>	<u>GOODS AND SERVICES INTERNATIONAL CLASSES</u>
LIGHTWAVE	7/3/2012	U.S.A. SN: 85668088 RN: 4518455	LED lights sold as an integral component of finished clothing items, namely, headwear, namely, hats, caps and headbands; LED lights sold as an integral component of finished clothing items, namely, handwear, namely, gloves, glovelettes and mittens (Class 25) First Use: 3/31/2012
PUSH > POTENTIAL	12/28/2012	U.S.A. SN: 85812042 RN: 4492317	Safety products, namely, reflective and fluorescent ankle bands, belts, gloves, headbands, sashes, shoe pockets, vests, wrist bands and wrist pockets; and carriers, holders and holsters for portable music players (Class 9) Backpacks; knapsacks; rucksacks; hip packs; lumbar packs; waist packs; fanny packs; duffle bags; all-purpose sport gear bags; backpack bottle pockets; water bottle carriers; pouches for hydration units; pouches and bags sold empty for attachment to backpacks; backpack-style canteens; hydration packs and fluid reservoirs sold empty (Class 18) Holders and holsters specially adapted to hold water bottles; personal fluid hydration systems comprised of a carrying pack, a fluid reservoir, a drinking tube and a mouthpiece; bottles sold empty; plastic squeeze bottles sold empty; and plastic flasks sold empty (Class 21) Water bottle belts and flask belts (Class 25) First Use: 8/2012
RUN RIGHT LIGHT	2/26/2015	U.S.A. SN: 86546861	Headlamps; LED headwear; hands-free head lights; head beams; flashlights (Class 11) ITU
RUN STRONGER. RUN LONGER.		U.S.A. SN: 86546867	Safety products, namely, reflective and fluorescent ankle bands, belts, gloves, headbands, sashes, shoe pockets, vests, wrist bands and wrist pockets (Class 9) Backpacks; knapsacks; rucksacks; hip packs; lumbar packs; waist packs; fanny packs; duffle bags; all-purpose sport gear bags; backpack bottle pockets; water bottle carriers; pouches for hydration units; pouches and bags sold empty for attachment to backpacks; backpack-style canteens; hydration packs and fluid reservoirs sold empty (Class 18)

<u>MARK</u>	<u>FILING DATE</u>	<u>COUNTRY SERIAL No. REGISTRATION No.</u>	<u>GOODS AND SERVICES INTERNATIONAL CLASSES</u>
SONICMOUNT	11/4/2014	U.S.A. SN: 86443667 RN: 4764054	Mountable or wearable holders specifically adapted for smart phones and mp3 players (Class 9) First Use: 5/31/2014
SPEEDLOCK	8/7/2013	U.S.A. SN: 86975423 RN: 4646751	Caps for water bottles sold as a feature of such bottles, namely, non-metallic bottle caps (Class 20) First Use: 12/2013
SPEEDLOCK	8/7/2013	U.S.A. SN: 86031014	Portable nutrition dispensers used for body nutrition by endurance athletes and outdoor enthusiasts, namely, personal dispensers for nutritional fluids and nutritional vitamins for domestic use; water bottles sold empty; personal fluid hydration systems comprising a fluid reservoir, a delivery tube, a mouthpiece and a carrying pack (Class 21) ITU
SOFTTOUCH CAP	10/29/2010	U.S.A. SN: 85164968 RN: 4195286	Aluminum water bottles sold empty; bottles, sold empty; reusable plastic water bottles sold empty; reusable stainless steel water bottles sold empty; sports bottles sold empty; vacuum bottles (Class 21) First Use: 10/31/2009
RUNWAVE	2/26/2015	U.S.A. SN: 86546863	Headlamps; LED headwear; hands-free head lights; head beams; flashlights (Class 11) ITU
			Water bottle belts and flask belts (Class 25) First Use: 10/2012
			Holders and holsters specially adapted to hold water bottles; personal fluid hydration systems comprised of a carrying pack, a fluid reservoir, a drinking tube and a mouthpiece; bottles sold empty; plastic squeeze bottles sold empty; and plastic flasks sold empty (Class 21)

<u>MARK</u>	<u>FILING DATE</u>	<u>COUNTRY SERIAL No. REGISTRATION No.</u>	<u>GOODS AND SERVICES INTERNATIONAL CLASSES</u>
WATERBOX	1/9/2009	U.S.A. SN: 77646767 RN: 3668912	Bottles, sold empty (Class 21) First Use: 12/1/2008
WRIST RUNNER	7/12/1978	U.S.A. SN: 73177857 RN: 1129566	Purses adapted to be worn on the wrist made of nylon and terry cloth (Class 18) First Use: 7/7/1978
X-CHROMA	10/12/2015	U.S.A. SN: 86784521	Bags, purses, wallets, clutches, backpacks (Class 18) Clothing, namely, t-shirts, tank tops, sweat shirts, sweat pants and capri pants; Footwear, namely athletic footwear (Class 25) ITU
 <p>Assignments and name change documentation sent to counsel on 10/16/2015</p>	10/15/2010	Australia AN: 1388904 RN: 1388904	Bottles (sold empty), water bottles (containers), drinking containers, drinking flasks and drinking vessels; household and kitchen containers (Class 21)
WATERBOX Assignments and name change documentation sent to counsel on 10/16/2015	10/15/2010	Australia AN: 1388903 RN: 1388903	Bottles (sold empty), water bottles (containers), drinking containers, drinking flasks and drinking vessels; household and kitchen containers (Class 21)