

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tenneco Marzocchi S.R.L.		11/06/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Fox Factory, Inc.		
Street Address:	915 Disk Drive		
City:	Scotts Valley		
State/Country:	CALIFORNIA		
Postal Code:	95066		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75133294	BOMBER	
Serial Number:	75133291	MARZOCCHI	
CORRESPONDENCE DATA			
Fax Number:	7135281202		
<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:	713-528-1200		
Email:	paralegal@jlsalazar.com		
Correspondent Name:	The JL Salazar Law Firm		
Address Line 1:	1934 W. Gray, Suite 401		
Address Line 4:	Houston, TEXAS 77019		
ATTORNEY DOCKET NUMBER:	77115-320044		
NAME OF SUBMITTER:	JL JENNIE SALAZAR		
SIGNATURE:	/JL Jennie Salazar/		
DATE SIGNED:	01/22/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Trademark Assignment**"), dated November 12, 2015 ("**Effective Date**"), is by and among Tenneco Marzocchi S.r.l. in liquidazione, a limited liability company incorporated under Italian law, having its seat in Bologna, Italy, registered in Bologna, Italy under no. 15006 ("**Assignor**"), and Fox Factory, Inc., a corporation incorporated under the laws of California ("**Assignee**") (each individually a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, Assignor and Assignee, and certain other parties thereto, have entered into an Asset Purchase Agreement, dated as of October 19, 2015 (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the "APA"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignor, the Acquired Trademarks (defined below):

WHEREAS, Assignor owns the trademarks as set forth on Appendix A hereto (the "Acquired Trademarks");

WHEREAS, in connection with the APA and pursuant to this Trademark Assignment, Assignor agrees to assign the trademarks set forth on Appendix A pursuant to the conditions set forth in Article II to Assignee such that Assignee owns such Acquired Trademarks; and

WHEREAS, Assignor and Assignee are desirous of making this Trademark Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the APA, the Parties hereto agree as follows:

ARTICLE I CERTAIN DEFINITIONS

1.01 General. Any capitalized item used but not defined herein will have the meaning set forth in the APA.

ARTICLE II ASSIGNMENT AND ASSUMPTION

2.01 Assignment from Assignor. In accordance with and subject to the terms and conditions of the APA, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of Assignor's direct and indirect rights, titles and interests in and to the Acquired Trademarks in the respective applicable territories (collectively, the "**Geography**"), together with the goodwill associated with the Acquired Trademarks, for Assignee's full own property, use and enjoyment. Effective at and after the Closing Date, Assignor authorizes and requests that Assignee file this Trademark Assignment with the national trademark offices within the Geography and any other applicable governmental entity and/or registrar necessary to record Assignee as the assignee and owner of the Acquired Trademarks. Subject to the provisions of Section 7 the Trademark License and Co-Existence Agreement, dated as of November 6, 2015, by and among Assignor, Assignee, Fox Factory IP Holding Corp. and Gruppo Marzocchi S.p.A., Assignor further assigns to Assignee all of Assignor's right to sue infringers of any of the Acquired Trademarks for any infringements occurring before or after the Closing Date.

- 2.02 **Acceptance and Assumption by Assignee.** In accordance with and subject to the terms and conditions of the APA, Assignee hereby purchases, acquires and accepts the assignment, transfer and conveyance, in accordance with the terms of Assignor's rights, titles and interests in, under and to the Acquired Trademarks assigned to such Assignee pursuant to Section 2.01 above. Assignee accepts, assumes, undertakes and agrees to pay or cause to be paid all liabilities arising out of or related to the Acquired Trademarks from and after the Closing Date.
- 2.03 **Fees and Expenses.** Any fees, costs and expenses for the recording of this Trademark Assignment with the appropriate governmental entities, trademark offices and/or registrars shall be borne by the Assignor, on the one hand, and the Assignee, on the other hand, on a fifty-fifty (50-50) basis; provided that the fees, costs and expenses to be borne by the Assignor and its Affiliates in connection with all patent assignments and trademark assignments pursuant to the APA shall not exceed USD 2,500 in the aggregate.

**ARTICLE III
MISCELLANEOUS**

- 3.01 **Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and permitted assignees.
- 3.02 **Consideration.** The Parties agree and acknowledge that good and valuable consideration for the Acquired Trademarks has already been considered, and is part of the consideration paid by Assignee pursuant to the APA.
- 3.03 **Subject to APA.** The scope, nature and extent of this Trademark Assignment are expressly set forth in the APA. Nothing contained in this Trademark Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies set forth in, or arising in connection with, the APA or any other Transaction Document. This Trademark Assignment is not intended to create any broader obligations than those contemplated in the APA, and in the event of any ambiguity, inconsistency or conflict between the terms hereof and the APA, the terms of the APA shall be governing and controlling.
- 3.04 **Governing Law.** This Trademark Assignment is governed by the Laws of the State of New York, USA, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.
- 3.05 **Successors and Assigns.** Neither Assignor nor Assignee may assign this Trademark Assignment, or any of their rights or liabilities hereunder, without the prior written consent of the other Party hereto, provided that Assignor and Assignee may so assign, in whole or in part, to one or more of their Affiliates.
- 3.06 **Counterparts.** This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures page follows this page]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

ASSIGNOR

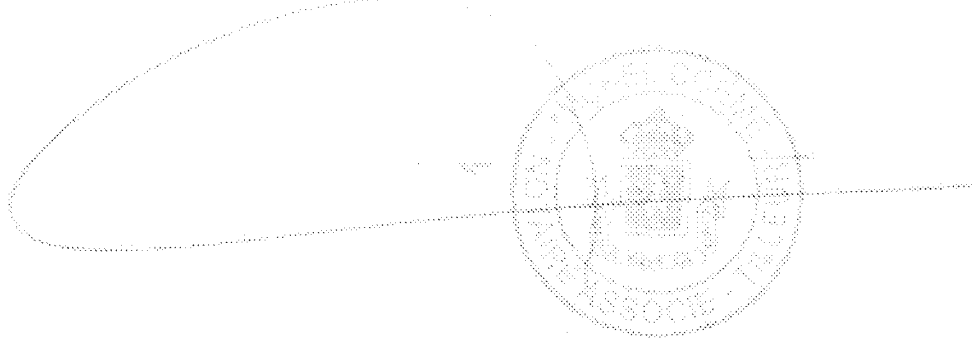
Tenneco Marzocchi S.r.l. in liquidazione

By: _____
Name: Stefano Paparelli
Title: Liquidator

Tenneco Automotive Europe bvba
D.A. Schurhoverveld 1037
B-3500 Sint-Truiden

Reperitorio n. _____

AUTENTICA DI FIRME	AUTHENTICATION OF EXECUTION
<p>Certifico il sottoscritto Dr. _____ Notario iscritto al Ruolo del Distretto notarile di _____ ed ivi residente, con Studio in _____, senza l'assistenza dei testimoni, per concordare rinuncia delle Parti e con il mio consenso, che i Sigg. _____ - _____ - _____ cittadini _____ della cui identità personale io Notaio sono certo, hanno sottoscritto in mia presenza l'atto che precede, _____ li _____</p>	<p>I, undersigned Dr. <u>A. Coi</u> Notary of the notarial district of <u>Luige</u> and thereby residing, with office in <u>Alban</u> certify, without the assistance of witnesses, given that the parties have jointly waived to them, and with my agreement, that Messrs. <u>S. Paparelli</u> - _____ - _____ _____ citizens, whose personal identity I am absolutely sure, have executed before me the above deed. <u>Alban</u>, on <u>2015-11-06</u></p>



[Signature page to Trademark Assignment - U.S.]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

ASSIGNEE

Fox Factory, Inc.

By: *Mario Galasso*
Name: Mario Galasso
Title: President

STATE OF California

ss:

COUNTY OF Santa Cruz

On this 5 day of NOV, 2015, personally appeared before me Mario Galasso, known to me to be the President of Fox Factory, Inc., who acknowledged that he or she signed this instrument as a free act on behalf of Fox Factory, Inc.



Mark Rinde
Notary Public: MARK RINDE

My commission expires: 01/13/2016

[Signature Page to Trademark Assignment - U.S.]

Appendix A

Country	Trademark	Image	Status	App. No.	File Date	Reg. No.	Reg. Date	Goods and Services	Ref. No.
UNITED STATES	BOMBER (Sylvaed)	<i>Bomber</i>	REGISTERED	75/133,294	07/12/1996	2,293,843	11/23/1990	12 - shock absorbers, forks and suspension systems for bicycles	77115-320044
UNITED STATES	MARZUCCHI		REGISTERED	75/133,291	07/12/1996	2,071,792	06/17/1997	12 - shock absorbers, forks and suspension systems for bicycles, motorcycles and automobiles	77115-320573
UNITED STATES	ROCCO		REGISTERED	79/053,805	06/13/2006	3,382,167	02/12/2008	12 - Bicycles parts, namely, shock absorbers	77115-322249-US