TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM395367 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Sports Design Company		12/18/2015	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Huffy Corporation		
Street Address:	6551 Centerville Business Parkway		
City:	Centerville		
State/Country:	ОНЮ		
Postal Code:	45459		
Entity Type:	Corporation: OHIO		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3905625	AIRBORNE
Registration Number:	3879874	A

CORRESPONDENCE DATA

Fax Number: 9376848264

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: (937) 610-9888 Email: tlees@lees-ip.com Brian P. Sullivan **Correspondent Name:**

Address Line 1: 70 Rhoads Center Drive

Address Line 2: Suite B

Address Line 4: Dayton, OHIO 45458

NAME OF SUBMITTER:	Thomas E. Lees
SIGNATURE:	/Thomas E. Lees/
DATE SIGNED:	08/17/2016

Total Attachments: 2

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> **TRADEMARK** REEL: 005857 FRAME: 0176

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is entered into as of this 18th day of December, 2015, by and between American Sports Design Company, an Ohio corporation ("Assignor") and Huffy Corporation, an Ohio corporation ("Assignee").

WHEREAS, Assignor has adopted, used, and is the owner of the trademarks and the goodwill symbolized thereby included in the attached Exhibit A (the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring the Intellectual Property and all rights related thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor does hereby sell, assign and transfer to Assignee, free and clear of all liens and encumbrances, all right, title and interest throughout the world in and to the Intellectual Property, including the right to recover for past infringements and misappropriations thereof. With respect to any trademarks included in the Intellectual Property, Assignor not only assigns the marks themselves, but also the goodwill of the business symbolized by the marks, the business and all assets of the business to which the marks pertain, and any existing registrations and applications for registration associated with the marks. Assignor shall execute, or cause to be executed, all proper papers and take all proper actions as reasonably requested by Assignee which are necessary to effect the transfer contemplated hereby.

ASSIGNOR:

ASSIGNEE:

AMERICAN SPORTS DESIGN

COMPA

Name: William A. Smith

Title: President

HUFFY CORPORATION

Name: William A. Smith

Title: President and CEO

GALegal FINAL CONTRACTS/Trademark Assignment - ASD Huffy - AIRBORNE Marks (20) 5) doe

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EXHIBIT

Mark	Country	Application Number	Registration Number
AIRBORNE	United States	77/916,127	3,905,625
AIRBORNE	Canada	1481197	898,723
AIRBORNE	Peru	450.138	00177683
AIRBORNE	India	2111685	N/A
AIRBORNE	Colombia	11039864	437174
AIRBORNE	Mexico	1190487	1251704
AIRBORNE	South Africa	2011/11473	2013/11473
AIRBORNE (Stylized)	China P.R.	5930613	5930613
AIRBORNE in Chinese Characters	Hong Kong	302370573	302370573
AIRBORNE LOGO (STYLIZED AND/OR DESIGN)	United States	85/013,385	3,879,874
Unregistered Common Law Marks:			
Airborne Bicycles (and Design)			
Guardian			
Goblin			
Goblin EVO			
Griffin			
Hobgoblin			
Toxin			
Pathogen			
Domain Names:			
Airborne.net			}}
Airborne-bicycles.net			······································
Airbornebicycles.net			······································
Airbornebicycle.com			
Airbornebicycles.com			
Airbornebikes.com			
Airborne-bicycles.com			

RECORDED: 08/17/2016

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