

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397091

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900375652

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HUFFY CORPORATION		12/18/2015	Corporation: OHIO

RECEIVING PARTY DATA

Name:	SAFE HAVEN BRANDS, LLC
Street Address:	6070 SPRINGBORO ROAD
City:	LEBANON
State/Country:	OHIO
Postal Code:	45036
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1532927	DK
Registration Number:	2378957	GENERAL LEE
Registration Number:	2408714	DK
Registration Number:	2408715	DK
Registration Number:	3879874	A
Registration Number:	3905625	AIRBORNE
Registration Number:	4128133	DK
Registration Number:	4134302	LEGEND

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

Correspondent Name: BRIAN P. SULLIVAN

Address Line 1: 70 RHOADS CENTER DRIVE

Address Line 2: SUITE B

Address Line 4: DAYTON, OHIO 45458

ATTORNEY DOCKET NUMBER: SHB002-009

TRADEMARK

NAME OF SUBMITTER:	Thomas E. Lees
SIGNATURE:	/Thomas E. Lees/
DATE SIGNED:	09/01/2016
Total Attachments: 5 source=HuffyCorp_to_SafeHavenBrands_Assignment#page1.tif source=HuffyCorp_to_SafeHavenBrands_Assignment#page2.tif source=HuffyCorp_to_SafeHavenBrands_Assignment#page3.tif source=HuffyCorp_to_SafeHavenBrands_Assignment#page4.tif source=HuffyCorp_to_SafeHavenBrands_Assignment#page5.tif	

GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Huffy Corporation, an Ohio corporation ("Seller"), and Safe Haven Brands, LLC, an Ohio limited liability company ("Purchaser") entered into an Asset Purchase Agreement dated as of December 18, 2015 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller agreed to sell, assign and transfer to Purchaser all worldwide right, title and interest in and to the Intellectual Property as listed and described on Schedule 1.1.2 of the Asset Purchase Agreement which Intellectual Property Rights are owned, licensed, used or held for use by Seller in connection with the Business as defined in the Asset Purchase Agreement (collectively the "Intellectual Property"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller does hereby sell, assign and transfer to Purchaser, 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, Seller 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. Seller shall execute, or cause to be executed, all proper papers and take all proper actions as reasonably requested by Buyer which are necessary to effect the transfer contemplated hereby.

PURCHASER:

SELLER:

SAFE HAVEN BRANDS, LLC

HUFFY CORPORATION

By: William D. Danishek
William D. Danishek, President

By: _____
Name: _____
Title: _____

GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Huffy Corporation, an Ohio corporation ("Seller"), and Safe Haven Brands, LLC, an Ohio limited liability company ("Purchaser") entered into an Asset Purchase Agreement dated as of December 18, 2015 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller agreed to sell, assign and transfer to Purchaser all worldwide right, title and interest in and to the Intellectual Property as listed and described on Schedule 1.1.2 of the Asset Purchase Agreement which Intellectual Property Rights are owned, licensed, used or held for use by Seller in connection with the Business as defined in the Asset Purchase Agreement (collectively the "Intellectual Property"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller does hereby sell, assign and transfer to Purchaser, 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, Seller 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. Seller shall execute, or cause to be executed, all proper papers and take all proper actions as reasonably requested by Buyer which are necessary to effect the transfer contemplated hereby.

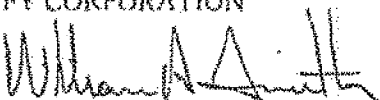
PURCHASER:

SAFE HAVEN BRANDS, LLC

By: _____
William D. Danishek, President

SELLER:

HUFFY CORPORATION

By:  _____
Name: William A. Smith
Title: President and CEO

TRADEMARK

REEL: 005867 FRAME: 0573

Schedule 1.1.2

INTELLECTUAL PROPERTY

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration Number</u>
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	2011/11473
AIRBORNE (Stylized)	China P.R.	5930613	5930613
AIRBORNE in Chinese Characters	Hong Kong	302370573	302370573
AIRBORNE LOGO (Stylized)	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			

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration Number</u>
DK	Canada	1111891	591188
DK	United States	75/884,922	2,408,714
dk (Stylized and/or Design)	Kuwait	170362	N/A
dk (Stylized)	United States	75/884,923	2,408,715

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration Number</u>
dk (stylized)	United States	85/335,015	4,128,133
dk (stylized)	Pakistan	317687	N/A
dk (Stylized)	Chile	958,618	958083
dk (Stylized) & Design	United States	73/733,574	1,532,927
DK BICYCLES	Ohio	N/A	2030039
dk Stylized	Peru	459946	182859
dk Stylized	South Africa	2011/15226	2011/15226
dk Stylized	International	A0025052	1083639
dk Stylized	Australia	1083639	1439131
dk Stylized	China P.R.	1083639	1083639
dk Stylized	Community Trademark	1083639	1083639
dk Stylized	Argentina	3107777	2,538,833
dk Stylized	Brazil	831105232	831105232
GENERAL LEE	United States	75662751	2378957
LEGEND	United States	85306592	4134302
<u>Unregistered Common Law Marks:</u>			
	Hydra		
Cygnus	Ratchet		
Helio	Truth		
X model	Duke		
	Franklin		
Sprinter	Cincinnati		
	Cleveland		
Nano			
Fury	Xenia		
Fury Jr.	Kyant		
Sentry	Aura		
Deka	Convex		
Swift			
Empire	Ordinate		
Rise	Opsis		
	Intervol		
Effect	Asterik		
Machine	Tracer		
<u>Domain Names:</u>			
DKBICYCLES.COM			
DKBICYCLES.INFO			
Systemcycle.com			

MISCELLANEOUS UNREGISTERED COMMON LAW MARKS

Wise			
Wise stylized			
System Cycle			