

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401150

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bike Fixtation, LLC		09/30/2016	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Saris Cycling Group, Inc.		
<b>Street Address:</b>	5253 Verona Road		
<b>City:</b>	Madison		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53711		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4619447	BIKE FIXTATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142259753		
<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>			
<b>Phone:</b>	414-225-9755		
<b>Email:</b>	docketing@boylefred.com		
<b>Correspondent Name:</b>	Boyle Fredrickson, S.C.		
<b>Address Line 1:</b>	840 North Plankinton Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53203		
<b>NAME OF SUBMITTER:</b>	Andrew S. McConnell		
<b>SIGNATURE:</b>	/Andrew S. McConnell/		
<b>DATE SIGNED:</b>	10/06/2016		
<b>Total Attachments: 4</b>			
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source=GPDOCS1-#4612312-v1-FINAL_Assignment_of_Trademark_Rights#page2.tif			
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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment is made by **BIKE FIXTATION, LLC**, a Minnesota corporation having its principal offices in 5413 Nicolet Avenue South, Suite 124, Minneapolis, Minnesota 54419 (“**BIKE FIXTATION**”), to **SARIS CYCLING GROUP, INC.**, a Wisconsin corporation having its principal offices at 5253 Verona Road, Madison, Wisconsin 53711 (“**SARIS**”).

**BIKE FIXTATION** is the owner of the trademark **BIKE FIXTATION** and the following trademark and registration thereof (hereafter the "Trademark Rights"):

<u>Country</u>	<u>Serial No./ Reg. No.</u>	<u>Filing Date Issue Date</u>	<u>Mark</u>
US	85/901,417	April 11, 2013	Bike Fixtation Logo
	4,619,447	October 14, 2014	



For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BIKE FIXTATION** as of September 30, 2016 (the Effective Date) hereby irrevocably sells, assigns, transfers and sets over to **SARIS** all of **BIKE FIXTATION**'s right, title and interest in and to the Trademark Rights, the goodwill associated with and symbolized by the Trademark Rights, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, renewals and extensions of any of the foregoing and any trademark registrations that may be registered from any of the foregoing, for **SARIS**'s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by **BIKE FIXTATION** if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of

the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for injunctive relief or damages by reason of past, present or future infringement or other unauthorized use of the Trademark Rights, with the right to sue for and collect the same for **SARIS**'s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives. This assignment includes any and all rights held by **BIKE FIXTATION** in any of the Trademark Rights in any country, together with the goodwill symbolized thereby.

**BIKE FIXTATION** covenants that it is the owner of all right, title and interest in and to the Trademark Rights and has the full right to convey the entire right, title and interest in the Trademark Rights, and that it has not executed and will not execute any agreement in conflict herewith.

**BIKE FIXTATION** authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar Governmental Authority to record **SARIS** as owner of the Trademark Rights, for the sole use and enjoyment of **SARIS** and its successors, assigns or other legal representatives. **SARIS** shall have the right to record this Assignment with all applicable Governmental Authorities and registrars so as to perfect its ownership of the Trademark Rights.

**BIKE FIXTATION** shall provide **SARIS**, its successors, assigns or other legal representatives, reasonable cooperation and assistance at **SARIS**'s request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by **SARIS** in connection with (a) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Trademark Rights made herein, (b) the preparation and prosecution of any application, extensions or equivalent to any of the foregoing for any of the Trademark Rights; (c) the prosecution or defense of any opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Trademark Rights, this Assignment or the assignment made hereby; and (d) obtaining any additional protection that **SARIS** may deem appropriate

which may be secured under the laws now or hereafter in effect in the United States or any other country. If **SARIS** is unable for any reason, after reasonable effort, to secure **BIKE FIXTATION**'s signature on any document needed in connection with the actions specified above, **BIKE FIXTATION** hereby irrevocably designates and appoints **SARIS** and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by **BIKE FIXTATION**.

Each party hereby represents, warrants and covenants to the other party that:

(a) such party is a corporation or entity duly organized, validly existing and in good standing under the laws of its state or country of incorporation and has full corporate power and authority to enter into this Assignment and to carry out the provisions hereof;

(b) such party is duly authorized, by all requisite corporate action, to execute and deliver this Assignment and the execution, delivery and performance of this Assignment by such party does not require any shareholder action or approval, and the person executing this Assignment on behalf of such party is duly authorized to do so by all requisite corporate action;

(c) no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of such party in connection with the valid execution, delivery and performance of this Assignment, except where the failure to obtain any of the foregoing would not have a material adverse impact on the ability of such party to meet its obligations hereunder;

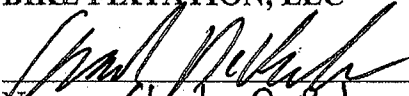
(d) this Assignment is a legal and valid obligation binding upon such party and enforceable in accordance with its terms; and

(e) the execution, delivery and performance by it of this Assignment and its compliance with the terms and provisions of this Assignment does not and will not

conflict with or result in a breach of any of the terms or provisions of (i) any other contractual or other obligations of such party, (ii) the provisions of its charter, operating documents or bylaws, or (iii) any order, writ, injunction or decree of any court or governmental authority entered against it or by which it or any of its property is bound except where such breach or conflict would not materially impact the party's ability to meet its obligations hereunder; and it shall comply in all material respects with all laws, rules and regulations applicable to its performance under this Assignment.

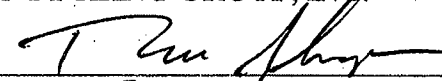
Executed and delivered this 30<sup>th</sup> day of September, 2016.

BIKE FIXTATION, LLC

  
Name: Chad DeBaker  
Title: President

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Executed and delivered this 30<sup>th</sup> day of September, 2016.

SARIS CYCLING GROUP, INC.

  
Name: Till Shager  
Title: Exec. V.P.