

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401658

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 MADE, LLC		08/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JABIL CIRCUIT, INC.		
Street Address:	10560 DR. ML KING JR. STREET NORTH		
City:	ST. PETERSBURG		
State/Country:	FLORIDA		
Postal Code:	33716		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3769277	Z7	
Registration Number:	4218892	ROCK ABSORBER	
Registration Number:	4218893	ZERO IMPACT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ELIZABETH.BURKHARD@HKLAW.COM		
Correspondent Name:	HOLLAND & KNIGHT LLP		
Address Line 1:	10 ST. JAMES AVE.		
Address Line 2:	11TH FLOOR		
Address Line 4:	BOSTON, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	053846.00355		
NAME OF SUBMITTER:	LAURA O'BRIEN		
SIGNATURE:	/LAURA O'BRIEN/		
DATE SIGNED:	10/12/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is made as of this 1st day of August, 2016 (the “**Effective Date**”) between American Made, LLC (the “**Assignor**” or the “**Company**”) and Jabil Circuit, Inc. (the “**Assignee**”) (each a “**Party**” and together the “**Parties**”).

WHEREAS, Assignee and Assignor have negotiated an Asset Purchase Agreement, pursuant to which the Assignor will sell to Assignee, and Assignee will purchase from the Assignor, the Acquired Assets (the “**Asset Purchase Agreement**”);

WHEREAS, the Assignor owns the Company-Owned Intellectual Property (as defined in the Asset Purchase Agreement) as of the execution date of this Agreement and, the Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Company-Owned Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties hereto agree as follows:


1. Definitions. Capitalized terms have the meaning assigned to them in the Asset Purchase Agreement unless they are defined in this Assignment.
 - 1.1 “*Enforcement and Recovery Rights*” means the right to sue and recover for past, current or future infringements, misappropriations or violations of an Intellectual Property Right, including recovery of royalties, fees, income and other payments and proceeds (whether such fees, income, payments, or proceeds are due or accrue before or after the Effective Date).
2. Assignment of Company-Owned Intellectual Property. In partial consideration of and subject to the Asset Purchase Agreement, Assignor hereby sells, assigns, and transfers to Assignee, all of Assignor’s right, title, and interest in and to (a) the Company-Owned Intellectual Property, including without limitation, the Patent Rights, Trademarks and Domain Names listed on Exhibit A, (b) all Trademark Rights, including without limitation, all goodwill associated with such Trademarks, and (c) all other Intellectual Property practiced directly or indirectly by the Company in the conduct of the Company’s business prior to the Closing ((a) – (c) collectively, the “*Assigned Intellectual Property*”); and (d) all Enforcement and Recovery Rights associated with the Assigned Intellectual Property.
3. Cooperation; Further Assistance. Assignor shall assist Assignee, at Assignee’s reasonable cost and expense (upon submission of supporting documentation), to an extent reasonably necessary to transfer title in and to the Assigned Intellectual Property or to enforce its rights in the Assigned Intellectual Property. Assignor agrees to execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as Assignee may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Assignment.

4. Asset Purchase Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall prevail.
5. Counterparts. This Assignment may be executed by facsimile and pdf copy and in counterparts, each of which shall be deemed to be original but all of which together shall constitute a single instrument.
6. Miscellaneous. The Miscellaneous provisions set forth in Section 10 of the Asset Purchase Agreement are hereby incorporated by reference herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective duly authorized officers, as of the Effective Date.

AMERICAN MADE, LLC

By: 
Name: Douglas E. Clark
Title: Member

JABIL CIRCUIT, INC.

By: _____
Name: _____
Title: _____

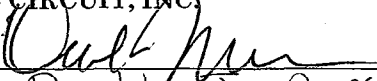
[Signature Page to Intellectual Property Assignment from Seller to Buyer]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective duly authorized officers, as of the Effective Date.

AMERICAN MADE, LLC

By: _____
Name: _____
Title: _____

JABIL CIRCUIT, INC.

By:  _____
Name: Donald J. Myers
Title: Senior Vice President, Corporate
Development

[Signature Page to Intellectual Property Assignment from Seller to Buyer]

EXHIBIT A

Patent Rights

Name of Patent	Application Number	Patent Number	Filing Date of Application	Issue Date
FOOTWEAR WITH INDEPENDENT SUSPENSION AND PROTECTION	11433036	7549236	05/12/2006	06/23/2009
PORTION OF A FOOTWEAR SOLE	29263684	D583135	07/27/2006	12/23/2008
FOOTWEAR SOLE	29263690	D579185	07/27/2006	10/28/2008

Trademarks

Mark	Reg. No.	Jurisdiction
Z7	N/45409	Macau
Z7	008333486	European Union
Z7	301431503	Hong Kong
Z7	01416995	Taiwan
Z7	1006996	WIPO (International Registration)
Z7	3769277	United States
ROCK ABSORBER	4218892	United States
ZERO IMPACT	4218893	United States

Domain Names

www.americanfw.com