

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403471

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/07/2015
RESUBMIT DOCUMENT ID:	900381015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QubicaAMF Worldwide S.à r.l.		12/07/2015	Société à responsabilité limitée: LUXEMBOURG

RECEIVING PARTY DATA

Name:	QUBICA LUX S.à r.l.
Street Address:	16, Allée Marconi
City:	Grand Duchy of Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-2120
Entity Type:	Société à responsabilité limitée: LUXEMBOURG

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	86683829	
Registration Number:	1369924	ACCUSCORE
Registration Number:	3377664	ACCUVISION
Registration Number:	1212583	AMFLITE II
Registration Number:	1153649	CENTURY
Registration Number:	3825791	COMFORT FIT GRIP
Registration Number:	4407005	EZ TOUCH
Registration Number:	2556833	REACTOR
Registration Number:	1900000	SMART BALL
Registration Number:	4155084	SMARTGUARD
Registration Number:	2040903	SMARTPATH
Registration Number:	3894523	SUPERVALUE
Registration Number:	3354136	UTOPIA
Registration Number:	3815275	V
Registration Number:	3815273	VANTAGE
Registration Number:	3815274	VANTAGE BOWLING
Registration Number:	1894782	VISFLO

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Property Type	Number	Word Mark
Registration Number:	4223312	XLI EDGE

CORRESPONDENCE DATA

Fax Number: 8046982007
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: 804-775-1071
Email: jhowell2@mcguirewoods.com
Correspondent Name: Robin C. Vance, McGuireWoods LLP
Address Line 1: Gateway Plaza
Address Line 2: 800 East Canal Street
Address Line 4: Richmond, VIRGINIA 23219-3916

ATTORNEY DOCKET NUMBER:	2032227-9100
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DOMESTIC REPRESENTATIVE

Name: Robin C. Vance, McGuireWoods LLP
Address Line 1: 800 East Canal Street
Address Line 2: Gateway Plaza
Address Line 4: Richmond, VIRGINIA 23219-3916

NAME OF SUBMITTER:	Robin C. Vance
SIGNATURE:	/Robin C. Vance/
DATE SIGNED:	10/27/2016

Total Attachments: 12
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DECLARATION OF ROBIN C. VANCE

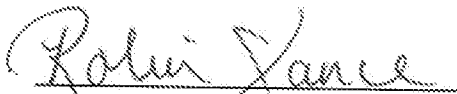
I, Robin C. Vance, a United States citizen, subscribing under oath, state as follows:

1. I am a Partner at McGuireWoods LLP, counsel of record for QUBICA HOLDINGS S.R.L., a SOCIETÀ A RESPONSABILITÀ LIMITATA organized in Italy, with an office at Via Della Croce Coperta, 15, Bologna Italy 40128 ("Company").

2. Attached is a true and accurate copy of the Merger Document for Qubica Lux S.à r.l. and QubicaAMF Worldwide S.à r.l. dated December 7, 2015, which Merger Document includes the official seal of the Minister of Affairs of the Grand Duchy of Luxembourg.

Executed this 27th day of October, 2016 at Richmond, Virginia

DECLARANT


Robin C. Vance

QUBICA LUX S.à r.l.

Société à responsabilité limitée

Registered office: 16, Allée Marconi

L-2120 Luxembourg, Grand Duchy of Luxembourg

[REDACTED]
R.C.S. Luxembourg B 108.598

QU2 S.A.

Société anonyme

Registered office: 32, Avenue Monterey

L-2163 Luxembourg, Grand Duchy of Luxembourg

[REDACTED]
R.C.S. Luxembourg B 191.892

QubicaAMF Worldwide S.à r.l.

Société à responsabilité limitée

Registered office: 54-56, Boulevard Napoléon Premier

L-2210 Luxembourg, Grand Duchy of Luxembourg

[REDACTED]
R.C.S. Luxembourg B 108.906

MERGER PLAN

N° 1487 OF 7 DECEMBER 2015

In the year two thousand and fifteen, on the seventh of December,

Before Maître Jean-Paul Meyers, notary residing in Esch-sur-Alzette,
Grand Duchy of Luxembourg,

THERE APPEARED:

1) **QUBICA LUX S.à r.l.**, a *société à responsabilité limitée*
incorporated and existing under the laws of the Grand Duchy of Luxembourg
with a share capital of four million five hundred fifty thousand eight hundred
euro (EUR 4,550,800.-), having its registered office at 16, Allée Marconi, L-
2120 Luxembourg, Grand Duchy of Luxembourg, registered with the

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Luxembourg Trade and Companies Register under number B 108.598, incorporated pursuant to a deed of Maître Paul Frieders, then notary residing in Luxembourg, on 7 June 2005, published in the *Mémorial C, Recueil des Sociétés et Associations* (the "Mémorial") of 3 November 2005, number 1142. The articles of association were amended for the last time on 30 October 2015, pursuant to a deed of the notary undersigned, published in the Mémorial of 4 December 2015, number 3264 ("Luxco 0"),

[REDACTED]

2) QU2 S.A., a *société anonyme* incorporated and existing under the laws of the Grand Duchy of Luxembourg with a share capital of four million five hundred fifty thousand eight hundred euro (EUR 4,550,800.-), having its registered office at 32, Avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 191.892, incorporated pursuant to a deed of Maître Jean Seckler, notary residing in Luxembourg, on 10 November 2014, published in the *Mémorial* of 5 December 2014, number 3730. The articles of association were amended for the last time on 30 October 2015, pursuant to a deed of the notary undersigned, published in the Mémorial of 4 December 2015, number 3264 ("Luxco 1"),

[REDACTED]

and

3) QubicaAMF Worldwide S.à r.l., a *société à responsabilité limitée* incorporated and existing under the laws of the Grand Duchy of Luxembourg with a share capital of seven million four hundred forty-one thousand nine hundred sixty-two euro (EUR 7,441,962.-) having its registered office at 54-56, Boulevard Napoléon Premier, L-2210 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 108.906, incorporated pursuant to a deed of Maître Joseph Elvinger, then notary residing in Luxembourg, on 8 June 2005, published in the Mémorial of 27 October 2005, number 1107. The articles of association were amended for the last time on 30 October 2015, pursuant to a

deed of the notary undersigned, published in the Mémorial of 4 December 2015, number 3264 ("Luxco 2"),

[REDACTED]

Copies of the resolutions of the board of managers/directors of each of Luxco 0, Luxco 1 and Luxco 2 after having been signed *ne varietur* by the proxyholder of the appearing parties and the undersigned notary will remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing parties, acting in the here above stated capacities, have required the undersigned notary to record the following common merger plan jointly drawn up by the board of managers/directors of each Luxco 0, Luxco 1 and Luxco 2:

MERGER PLAN

(the « Merger Plan »)

The board of manager of Luxco 0, the board of directors of Luxco 1 and the board of managers of Luxco 2 have prepared the present Merger Plan in accordance with the provisions of section XIV (*Des fusions*) of the law dated 10 August 1915 governing commercial companies, as amended (the "Law").

(1) First, Luxco 0 intends to merge with and to absorb Luxco 1. In this respect, the board of managers of Luxco 0 and the board of directors of Luxco 1 approved the merger of Luxco 0 and of Luxco 1 by absorption of the latter by the former ("Merger A") pursuant to the terms set forth below.

(2) Second, upon completion of Merger A, Luxco 0 intends to merge with and to absorb Luxco 2. In this respect, the board of managers of Luxco 0 and the board of managers of Luxco 2 approved the merger of Luxco 0 and of Luxco 2 by absorption of the latter by the former ("Merger B") pursuant to the terms set forth below.

(3) For avoidance of doubt, each of the following items (8) to (34) applies, as relevant, to each of Merger A and merger B in accordance with the sequence described here before.

(4) The Merger B will be subject to the condition precedent that the Merger A will be duly completed.

(5) In relation to Merger A, Luxco 0 is hereafter referred to as the "Absorbing Company A" and Luxco 1 is hereafter referred to as the "Absorbed Company A".

(6) In relation to Merger B, Luxco 0 is hereafter referred to as the "Absorbing Company B" and Luxco 2 is hereafter referred to as the "Absorbed Company B".

(7) The Absorbing Company A and the Absorbed Company A are hereafter referred to as the "Merging Companies A" and the Absorbing Company B and the Absorbed Company B are hereafter referred to as the "Merging Companies B".

(8) At the time of the adoption of this Merger Plan, the Absorbing Company A holds no share in the Absorbed Company A and the Absorbing Company A and the Absorbed Company A hold each 50% of the share capital of the Absorbed Company B.

(9) Upon completion of the Merger A, the Absorbing Company A will hold 100% of the shares of the Absorbed Company B. The Merger B is thus accomplished pursuant to articles 278 and following of the Law.

(10) Each of the Merger A and the Merger B shall be retroactively effective between the relevant parties from 1 January 2015 without prejudice to the sequence described below, for the completion of the merger, under (1) and (2) (the "Effective Date").

(11) In the sequence set forth under (1) to (2) above, each of the Merger A and the Merger B shall become effective vis-à-vis third parties after the publication in accordance with article 9 of the Law of the notary certificate drawn up at the request of the surviving Absorbing Company B recording that the conditions of article 273 of the Law are fulfilled.

(12) As from the Effective Date, all operations and transactions of the Absorbed Company A and the Absorbed Company B are considered for accounting purposes as being carried out on behalf of the Surviving Company (as defined below). The financial data of the Absorbed Company A and of the Absorbed Company B will be included in the accounts of the Surviving Company (as defined below) as from such date; assets and liabilities will be included at book value. As from the Effective Date, the right to participate in the profits of the Absorbed Company A and the Absorbed Company B shall inure to the Absorbing Company B.

(13) The Absorbing Company B will survive under the name "Qubica Holdings S.à r.l.", a *société à responsabilité limitée* incorporated and existing under the laws of the Grand Duchy of Luxembourg with a share capital of nine million one hundred one thousand six hundred euro (EUR 9,101,600.-), having its registered office at 16, Allée Marconi, L-2120 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 108.598 (the "Surviving Company").

(14) The Surviving Company will have no shareholder having special rights.

(15) Neither the Absorbed Company A nor the Absorbed Company B have issued securities other than shares save that the Absorbed Company B has issued preferred equity certificates and convertible preferred equity certificates which are held, at the time of this Merger Plan, by the Absorbed Company A and the Absorbing Company A and which will be all held by the Absorbing Company A upon completion of the Merger A.

(16) No particular advantages are granted to the managers or the directors or the auditors or experts (to the extent appointed) of the Merging Companies A and/or of the Merging Companies B.

(17) The shareholders of each of the Merging Companies A and the Merging Companies B are entitled to inspect the documents specified under article 267 paragraphs (1) a) and b) of the Law (namely, (i) the common draft terms of merger, and (ii) the annual accounts and the annual reports of the Merging Companies A and of the Merging Companies B for the last three available financial years (as applicable) during a period of one month starting from the date of publication of the present deed in the *Mémorial* at the registered office of each of the Merging Companies A and the Merging Companies B, on simple request such shareholders can obtain copies of these documents free of charge.

(18) However, the shareholders of the Merging Companies A and of the Merging Companies B have unanimously waived their rights (i) to have interim accounts prepared as permitted by article 267(1) of the Law, (ii) to have a report drafted by the management of the Company as permitted by article 265(3) of the Law, (iii) to appoint an independent auditor (*réviseur d'entreprises*) and to have this Merger Plan reviewed by such an independent auditor (*réviseur d'entreprises*) as permitted by article 266(5) of the Law.

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(19) Each of the mergers shall, in the sequence set out under (1) to (2) here before, become effective on the Effective Date and will *ipso jure*, as set out under article 274 of the Law, have the following consequences in accordance with the sequence as described here before:

(a) the universal transfer, as between the Absorbed Company A and the Absorbing Company A, then as between the Absorbed Company B and the Absorbing Company B and vis-a-vis third parties, of all assets and liabilities of the Absorbed Company A to the Absorbing Company A and of all assets and liabilities of the Absorbed Company B to the Absorbing Company B;

(b) the shareholders of the Absorbed Company A shall become shareholders of the Absorbing Company A, being specified that the provisions of article 274(1)(b) of the Law will not apply to the Merger B;

(c) the Absorbed Company A and the Absorbed Company B shall cease to exist; and

(d) the cancellation of the shares of the Absorbed Company A and the Absorbed Company B held for the latter by the Absorbed Company A and the Absorbing Company B, and the other securities (i.e. preferred equity certificates and convertible preferred equity certificates) of the Absorbed Company B respectively held and to be held by the Absorbing Company B at the time of this Merger Plan and upon completion of the Merger A.

(20) As of the Effective Date, all rights and obligations of the Absorbed Company A and of the Absorbed Company B vis-à-vis third parties shall be taken over by the Surviving Company. The Surviving Company will in particular take over debts as own debts and all payment obligations of the Absorbed Company A and of the Absorbed Company B. The rights and claims comprised in the assets of the Absorbed Company A and of the Absorbed Company B shall be transferred to the Surviving Company with all securities, either *in rem* or personal, attached thereto. In addition, any claims existing between the Merging Companies A and/or between the Merging Companies B (if any), will be cancelled.

(21) The Surviving Company shall from the Effective Date carry out all agreements and obligations of whatever kind of the Absorbed Company A and of the Absorbed Company B such as these agreements and obligations exist on the Effective Date (and in particular carry out all agreements existing, if any, with the creditors of the Absorbed Company A and of the Absorbed

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Company B and shall be subrogated to all rights and obligations stemming/ deriving from such agreements).

(22) The articles of association of the Surviving Company shall not be altered as a result of the Merger B except for the change of its name. The share capital of the Absorbing Company A shall be increased as described below as result of the Merger A but the share capital of the Surviving Company shall not be increased as a result of the Merger B.

(23) It should be noted that new shares in the share capital of the Absorbing Company A shall be in fact issued and allotted to the shareholders of the Absorbed Company A.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(25) As a result the nine hundred ten thousand one hundred sixty (910,160) new shares in the share capital of the Absorbing Company A shall be issued and allotted to the shareholders of the Absorbed Company A in the proportion of their respective contribution in the share capital of the Absorbed Company A.

(26) The Exchange Ratio so established by the board of directors of the Absorbed Company A and the board of managers of the Absorbing Company A, has been submitted for evaluation purposes to the shareholders of the Merging Companies A which have unanimously waived the requirement for an independent auditor (*réviseur d'entreprises*) report in accordance with article 266(5) of the Law, as aforementioned.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(28) The new shares will be registered in the share register of the Absorbing Company A in the name of the shareholders of the Absorbed Company A.

(29) The new shares issued by the Absorbing Company A further to the Merger A shall carry the right to participate in the profits and/or losses of the Absorbing Company A as from the Effective Date.

(30) The Surviving Company shall proceed with all formalities necessary or useful in order to give effect to the mergers and the universal transfers of all assets and liabilities of the Absorbed Company A and the Absorbed Company B in accordance with the sequence described above.

(31) The mandates of the current directors of the Absorbed Company A and of the managers of the Absorbed Company B will come to an end as of the Effective Date of the mergers and full discharge shall be granted to the directors of the Absorbed Company A and of the managers of the Absorbed Company B for the exercise of their mandates.

(32) It is noted that none of the Merging Companies A and the Merging Companies B have any employees.

(33) It is noted that only the Absorbed Company B owns certain industrial and intellectual property rights, and by derogation from paragraph (1) a) of the Article 274 of the Law, the transfer of industrial and intellectual property rights shall only be enforceable against third parties under the conditions provided for in the specific laws that govern these operations. These formalities may still be completed within a period of six (6) months from the effective date of the mergers vis-à-vis third parties.

(34) The books and records of the Absorbed Company A and of the Absorbed Company B will be kept at the registered office of the Surviving Company, for the period provided for by law.

(35) The expenses, costs, fees and charges resulting from the Merger A and the Merger B shall be borne by the Surviving Company.

(36) The extraordinary general meetings of the shareholders of Merging Companies A and the Merging Companies B approving respectively the Merger A and the Merger B will be held in due time.

In accordance with the provisions of article 271 paragraph (2) of the Law the undersigned notary certifies the lawfulness of the present Merger Plan established in accordance with the Law.

The undersigned notary who understands and speaks English, states herewith that on the request of the above appearing parties, the present deed is worded in English followed by a French translation; on the request of the same appearing parties and in case of divergences between the English and

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the French text, the English version will prevail.

Whereof the present notarial deed was drawn up in Luxembourg, on the day named at the beginning of this document.

The document having been read to the proxyholder of the appearing parties, known to the notary by name, first name, civil status and residence, the said proxyholder of the appearing parties signed together with the notary the present deed.

Registre de Commerce
et des Sociétés
Luxembourg

R C S

Document muni d'une signature électronique qualifiée

Le présent document est établi électroniquement et est muni d'une signature électronique qualifiée par le gestionnaire du registre de commerce et des sociétés de manière à garantir l'authenticité de l'origine et l'intégrité des informations contenues sur ce document par rapport aux informations inscrites ou par rapport aux documents déposés au registre de commerce et des sociétés.

Gisèle Massen



LE GOUVERNEMENT
DU GRAND-DUCHÉ DE LUXEMBOURG
Ministère des Affaires étrangères
et européennes

Vu au Ministère des Affaires Etrangères et
Européennes pour légalisation de la signature de:

MASSEN, Gisèle

apposée sur le
présent acte sous le
numéro:

V-20160714-12617

attesté à:

Luxembourg

le:

JEUDI 14 JUILLET 2016

sceau / timbre:

signature:



*Mario Wiesen, Préposé du Bureau des
Passaports, Visas et Légalisations*

Schedule 1	Trademark	Application No.	Registration No	Registration Date	Classes
QUBICAAMF WORLDWIDE, S.A.R.L.	ACCUSCORE	73/535,481	1,369,924	12-Nov-85	9
QUBICAAMF WORLDWIDE, S.A.R.L.	ACCUVISION	77/183,407	3,377,664	5-Feb-08	9
QUBICAAMF WORLDWIDE, S.A.R.L.	AMELITE II	73/347,226	1,212,583	12-Oct-82	28
QUBICAAMF WORLDWIDE, S.A.R.L.	CENURY	73/183,169	1,153,649	12-May-81	7
QUBICAAMF WORLDWIDE, S.A.R.L.	COMFORT FIT GRIP	77/572,478	3,825,791	27-Jul-10	28
QUBICAAMF WORLDWIDE, S.A.R.L.	EZ TOUCH	85/855,008	4,407,005	24-Sep-13	7
QubicaAMF Worldwide, S.a.r.l.		86683829			9,16,20,28,37,41,42
QUBICAAMF WORLDWIDE, S.A.R.L.	REACTOR	75/834,152	2,556,833	2-Apr-02	3
QUBICAAMF WORLDWIDE, S.A.R.L.	SMART BALL	74/428,826	1,900,000	13-Jun-95	28
QUBICAAMF WORLDWIDE, S.A.R.L.	SMARTGUARD	85/244,087	4,155,084	5-Jun-12	28
QUBICAAMF WORLDWIDE, S.A.R.L.	SMARTPATH	74/488,172	2,040,903	25-Feb-97	28
QUBICAAMF WORLDWIDE, S.A.R.L.	SUPERVALUE	77/671,739	3,894,523	21-Dec-10	25
QUBICAAMF WORLDWIDE, S.A.R.L.	UTOPIA	78/872,056	3,354,136	11-Dec-07	2
QUBICAAMF WORLDWIDE, S.A.R.L.		77/647,706	3,815,275	6-Jul-10	7,9,28,35
QUBICAAMF WORLDWIDE, S.A.R.L.	VANTAGE	77/647,665	3,815,273	6-Jul-10	28,35
QUBICAAMF WORLDWIDE, S.A.R.L.	VANTAGE BOWLING	77/647,684	3,815,274	6-Jul-10	28,35
QUBICAAMF WORLDWIDE, S.A.R.L.		74/483,894	1,894,782	23-May-95	4
QUBICAAMF WORLDWIDE, S.A.R.L.	XLEDGE	85/494,966	4,223,312	9-Oct-12	28

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