

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412935

<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>
Ogio International, Inc.		01/11/2017	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KIZIK DESIGN, LLC		
<b>Street Address:</b>	14716 Nestled Cove		
<b>City:</b>	Draper		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84020		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86243431	KIZIK	
<b>Serial Number:</b>	86246440	KIZIK	
<b>Serial Number:</b>	86252589	KIZIK	
<b>Serial Number:</b>	86968098	STEP ON IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8014382050		
<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>	8014382000		
<b>Email:</b>	ejeppsen@btjd.com		
<b>Correspondent Name:</b>	Eric Jeppsen		
<b>Address Line 1:</b>	3165 E. Millrock Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84121		
<b>NAME OF SUBMITTER:</b>	Eric Jeppsen		
<b>SIGNATURE:</b>	/Eric Jeppsen/		
<b>DATE SIGNED:</b>	01/19/2017		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), dated as of January 11, 2017, is made by Ogio International, Inc. (“**Seller**”), a Utah corporation, located at 13702 South 200 West, Suite B12, Draper, UT 84020, in favor of KIZIK DESIGN, LLC, a Utah limited liability company (“**Buyer**”), having an address at 14716 Nestled Cove, Draper, UT 84020, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on **Schedule 2** hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on **Schedule 2** hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

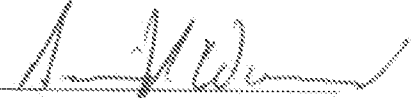
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

OGIO INTERNATIONAL, INC.

By: 

Name: David J. Wunderli

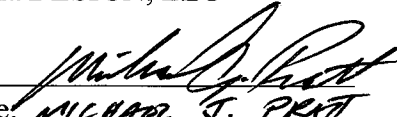
Title: President

Address for Notices: 13702 South 200  
West, Suite B12, Draper, UT 84020

*(Signature Page to Intellectual Property Assignment Agreement)*

**AGREED TO AND ACCEPTED:**

KIZIK DESIGN, LLC

By:   
Name: MICHAEL J. PRATT  
Title: OWNER

Address for Notices: 14716 Nestled Cove,  
Draper, UT 84020

**SCHEDULE 2**

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>FILING DATE SERIAL NO.</b>	<b>REGISTRATION DATE REGISTRATION NO.</b>	<b>STATUS</b>
US	KIZIK	4/4/2014 86/243,431		Allowed Statement of Use or 5 <sup>th</sup> Extension Due 4/28/2017
China	KIZIK	7/27/2016 20781826		Pending
US	KIZIK	4/8/2014 86/246,440		Allowed Statement of Use or 5 <sup>th</sup> Extension Due 4/14/2017
China	KIZIK			Pending
Europe	KIZIK	12/13/2016 016158065		
US	Kizik Logo	4/15/2014 86/252,589		Allowed Statement of Use or 5 <sup>th</sup> Extension Due 4/28/2017
China	Kizik Logo			Pending
Europe	Kizik Logo	Dec. 20, 2016/ 016188393		In process
US	STEP ON IT	4/7/2016 86/968,098		Suspended