

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434327

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900411495		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VERDE BIKES, LLC		05/12/2017	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAFE HAVEN BRANDS, LLC		
<b>Street Address:</b>	6070 SPRINGBORO ROAD		
<b>City:</b>	LEBANON		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45036		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4372297	DUOBRAND	
<b>Registration Number:</b>	4815530	VERDE BIKES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9376848264		
<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>	(937) 610-9888		
<b>Email:</b>	tlees@lees-ip.com		
<b>Correspondent Name:</b>	Brian P. Sullivan		
<b>Address Line 1:</b>	70 Rhoads Center Drive		
<b>Address Line 2:</b>	Suite B		
<b>Address Line 4:</b>	Dayton, OHIO 45458		
<b>ATTORNEY DOCKET NUMBER:</b>	SHB011-012 USTM1		
<b>NAME OF SUBMITTER:</b>	Thomas E. Lees		
<b>SIGNATURE:</b>	/Thomas E. Lees/		
<b>DATE SIGNED:</b>	07/10/2017		
<b>Total Attachments: 6</b>			
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## BILL OF SALE AND ASSIGNMENT

VERDE BIKES, LLC (hereinafter referred to as "SELLER"), in consideration of REDACTED

and other valuable consideration paid to SELLER by SAFE HAVEN BRANDS, LLC (hereinafter referred to as "PURCHASER"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and assign to PURCHASER and PURCHASER's successors and assigns, the following assets constituting the Purchased Assets pursuant to the Asset Purchase Agreement executed between the SELLER and PURCHASER on May 12th, 2017:


- A. Inventory: All inventory, finished products, work in process and items held for sale in connection with the operation of the Business identified on Exhibit 1.1 (hereinafter referred to collectively as "Inventory");
- B. Intangibles: All intangible personal property, directly or indirectly relating to the Business, including without limitation, all the goodwill and going business value pertaining to the Business, the exclusive right to use in connection with the Business the names: VERDE BIKES, DUOBRAND, GREENHOUSE BMX and (in the bicycle distribution industry) GREENHOUSE, all advertisement rights, telephone numbers and listings, rights of the Seller under any patent, trademark, service mark, trade name or copyright, marketing and promotional materials, books, records, computations, work papers, customer list and records, purchase and sales records, customer credit records, accounts, files, trade secret and proprietary information and all other documentation and data used by Seller in connection with the conduct of, or related to, the Business (hereinafter referred to collectively as "Intangibles").
- C. Rights: All rights under warranties relating to all of the Purchased Assets.
- D. Other Assets: All other assets owned by the Seller that are necessary or appropriate for the operation of the Business in the manner in which it has been operated by the Seller.

Seller on Seller's behalf and on behalf of Seller's successors and assigns, does hereby covenant with Purchaser and Purchaser's successors and assigns, that Seller is the true and lawful owner of the described property and that Seller has power to sell and convey the same and that the title so conveyed is clear, free and unencumbered.

In addition, the Seller hereby assigns to the Purchaser any and all interests and rights that the Seller may have in any warranties upon any of the Purchased Assets.

IN WITNESS WHEREOF, VERDE BIKES, LLC, an Ohio Limited Liability Company, has set its hand this 12th day of May, 2017.

VERDE BIKES, LLC



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By: Steve Buddendeck, Member

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Assignment Agreement") is made as of the 12th day of May, 2017 by and between **Safe Haven Brands, LLC**, an Ohio limited liability company ("Assignee") and **Verde Bikes, LLC** an Ohio limited liability company ("Assignor").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated May 12, 2017 (the "Purchase Agreement") whereby Assignor shall transfer all of Assignor's right, title and interest in and to the Purchased Assets (as defined in Section 1.1 of the Purchase Agreement); and

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to assign, transfer, convey and deliver to Assignee all of Assignor's interest in the Intangibles, as such term is defined in Section 1.2 of the Purchase Agreement, including but not limited to the Trademarks identified on attached Exhibit 1.


NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. Assignor hereby assigns, sells and transfers to Assignee all of Assignor's interests in and to the Intangibles.
2. With respect to any trademarks included in the Intangibles, Assignor 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, including the right to recover for past infringements and misappropriations thereof. Assignor shall execute, or cause to be executed, all proper papers and take all proper actions as reasonably requested by Assignee which are necessary to effect the transfer contemplated hereby.
3. Assignee hereby accepts the foregoing assignment.
4. Assignor shall indemnify, defend and hold harmless Assignee for any liability under the Intangibles arising from the acts or omissions of the Assignor prior to the date hereof.
5. This Assignment Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignees and their respective successors and assignees in accordance with the Purchase Agreement.
6. This Assignment Agreement shall be governed by and construed in accordance with the laws of Ohio, whether common law or statutory, without reference to the choice of law provisions thereof.
7. This Assignment Agreement may be executed in separate counterparts, each of which shall be deemed an original but all of such counterparts, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment and Assumption Agreement as of the date first above written.

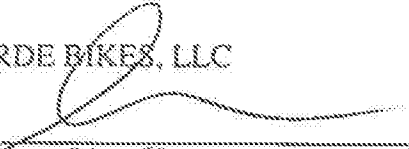
ASSIGNEE:

SAFE HAVEN BRANDS, LLC

By:   
William D. Danishek, President

ASSIGNOR:

VERDE BIKES, LLC

By:   
Name: STEVE BODDENDECK  
Title: PRESIDENT

# United States of America

United States Patent and Trademark Office

## DUOBRAND

Reg. No. 4,372,297

Registered July 23, 2013

Int. Cl.: 12

TRADEMARK

PRINCIPAL REGISTER

VERDE BIKES, LLC (OHIO LIMITED LIABILITY COMPANY)  
650 HARRISON DRIVE  
COLUMBUS, OH 43204

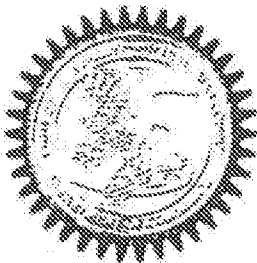
FOR: BICYCLES AND BICYCLE PARTS, NAMELY, AXLE PEGS, HAND GRIPS, INNER TUBES, PEDALS, SEAT POSTS, SEATS, TIRES, AND VALVE CAPS, IN CLASS 12 (U.S. CLS. 19, 21, 23, 31, 35 AND 44).

FIRST USE 10-1-2006; IN COMMERCE 10-1-2006.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-809,764, FILED 12-12-2012.

MAUREEN DALL, EXAMINING ATTORNEY



*James M. Smith, III*  
Acting Director of the United States Patent and Trademark Office

United States of America  
United States Patent and Trademark Office

# VERDE BIKES

Reg. No. 4,815,530

Registered Sep. 22, 2015

Int. Cl.: 12

TRADEMARK

PRINCIPAL REGISTER

VERDE BIKES, LLC (OHIO LIMITED LIABILITY COMPANY)  
2064 INTEGRITY DRIVE NORTH  
COLUMBUS, OH 43209

FOR: BICYCLES AND BICYCLE PARTS, NAMELY, CRANKS, IN CLASS 12 (U.S. CLS. 19,  
21, 23, 31, 35 AND 44).

FIRST USE 9-1-2007; IN COMMERCE 9-1-2007.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

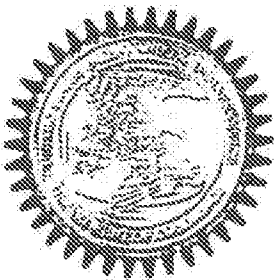
NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BIKES", APART FROM THE  
MARK AS SHOWN.

THE ENGLISH TRANSLATION OF "VERDE" IN THE MARK IS "GREEN".

SEC. 2(F) AS TO "VERDE".

SER. NO. 85-900,778, FILED 12-12-2012.

MAUREEN DALL, EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office