

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neil Pryde Limited		01/29/2010	Corporation: HONG KONG
RECEIVING PARTY DATA			
Name:	Peter Cabrinha		
Street Address:	94 Mauu Place		
City:	Haiku		
State/Country:	HAWAII		
Postal Code:	96708		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3707681	CABRINHA	
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>			
Phone:	4153983141		
Email:	iplaw@evoke.law		
Correspondent Name:	Mary L Shapiro		
Address Line 1:	244 California Street, Suite 507		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Mary L. Shapiro		
SIGNATURE:	/Mary L. Shapiro/		
DATE SIGNED:	10/10/2017		
Total Attachments: 4			
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ASSIGNMENT AGREEMENT
BETWEEN PETER CABRINHA AND NEIL PRYDE LIMITED

This Assignment Agreement ("Assignment") between Peter Cabrinha (the "Assignee" or "Cabrinha") and Neil Pryde Limited (the "Assignor" or "NPL") (collectively, the "Parties") is executed on January 29, 2010.

RECITALS

WHEREAS, the Assignor and the Assignee are parties to that certain Assignment dated 9 July 2000 (the "Original Assignment"), whereby Cabrinha assigned to NPL certain rights in the trademark "CABRINHA" and other marks identified in Schedule 1 to the Original Assignment (the "Trademarks") as described in the Original Assignment.

WHEREAS, since the execution of the Original Assignment, NPL has filed several United States and foreign trademark applications for the word mark "CABRINHA" and for the "Stylized C Device" design mark for goods and services in International Classes 018, 025 and 028.

WHEREAS, the Parties now desire to clarify the intellectual property rights relating to the Trademarks.

WHEREAS, NPL desires to convey, transfer, assign, deliver, and contribute to Cabrinha right, title, and interest in and to the intellectual property rights relating to the Trademarks for the goods and services defined in Exhibit A hereto and incorporated into this Agreement by reference (collectively, the "Products").

NOW, THEREFORE, for good and valuable consideration, the Parties hereto agree as follows:

AGREEMENT

1. In consideration of the payment of One US Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NPL hereby conveys, transfers, assigns, delivers, and contributes to Cabrinha: (i) all of Assignor's right, title, and interest of whatever kind in and to the Trademarks relating to the Products in respect upon which the Trademarks are used and for which they are registered; (ii) all income, royalties, and damages that become due or payable to NPL with respect to the Trademarks in relation to the Products, including damages and payments for past or future infringements and misappropriations of the Trademarks in relation to the Goods; and (iii) rights to sue for past, present and future infringements or misappropriations of the Trademarks in relation to the Products.

2. NPL warrants that no share, interest, assignment or other right to the Trademarks in relation to the Products has been transferred, assigned or granted to any other party.

3. NPL further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in Cabrinha full right, title and interest in the Trademarks in relation to the Products.

4. The Parties acknowledge that, as of the date hereof, record ownership of the registrations and applications comprising the assigned Trademarks has not yet been updated to reflect the assignment. NPL agrees to cooperate, in as expeditious and economical a fashion as is reasonably possible, in taking all actions and executing all instruments necessary to create an accurate chain of title with respect to the record ownership of all registrations and applications comprising the Trademarks in relation to the Products.

5. Each Party to this Assignment represents and warrants to the other Party that: (i) such Party has the requisite power and authority to enter into and perform this Assignment, (ii) this Assignment has been duly authorized by all necessary action on the part of such Party; (iii) the execution and delivery and performance by each Party of this Assignment will not conflict with or result in a violation of or default under such Party's organizational documents or any judgment, order or decree of any court or arbiter to which such Party is bound or any contract, understanding or assignment to which such Party is bound or any applicable Law; (iv) this Assignment constitutes the valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws; and (v) it has received good, valuable, legal and sufficient consideration.

6. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assignees of the Parties to this Assignment.

7. No waiver of any default, term, condition, or provision of this Assignment shall be deemed to constitute or imply a continuing waiver.

8. Modifications and/or additions to the Assignment must be in writing and duly executed by both parties.

9. This Assignment shall supersede, amend and modify any and all provisions of the Original Assignment entered into by the Parties on or about 9 July 2000, that conflict with the terms of this Assignment; but all assignments, licenses, notices, waivers and consents previously effected by or given pursuant to the Original Assignment shall survive and remain in full force and effect.

10. This Assignment, including Exhibit A hereto, but excluding any proposed licensing deal to be entered into between the Parties on or subsequent to the date of this Assignment, constitutes the entire agreement of the Parties with respect to the subject matter hereof and all prior agreements, contracts, promises, representations and statements between them, if any, whether written or oral, with respect thereto are merged into this Assignment.

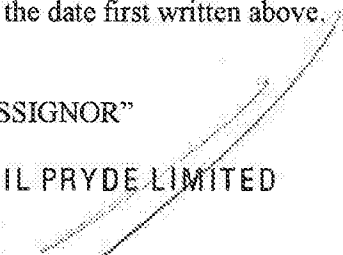
11. The Parties hereto agree that this document may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same document, binding upon all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts.

12. This Assignment shall be governed by the laws of Hong Kong Special Administrative Region and the Parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Assignment as of the date first written above.

“ASSIGNOR”

NEIL PRYDE LIMITED

By: 
Neil Pryde
Its: Managing Director

“ASSIGNEE”

PETER CABRINHA


By: 

EXHIBIT A TO ASSIGNMENT AGREEMENT

The Products shall mean and include all goods and services except for goods and services relating to kites, kitesurfing boards, kitesurfing apparatus, kitesurfing accessories, and kitesurfing parts and fittings.

For purposes of this Assignment, "kitesurfing accessories" and "kitesurfing apparatus" mean harnesses and bags for the transportation of kitesurfing equipment and footstraps, kitesurfing foot pads and fins, all of which are directly attached to a kitesurfing board and such other items as being generally understood in the industry as being "kitesurfing accessories" and "kitesurfing apparatus". "Kitesurfing accessories" and "kitesurfing apparatus" shall exclude clothing and footwear, other than footwear for use in kiteboarding, such as boots, footstraps and bindings.