

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/10/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Active Gear Corp.		01/31/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Active Sports, Inc.		
Street Address:	250 Parkway Drive, Suite 270		
City:	Lincolnshire		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5225114	FRAMED COURSE	
Registration Number:	5220139	DB DISCOUNT BIKES.COM	
Registration Number:	5064467	CHAMONIE	
Registration Number:	4964753	WOLFTRAX	
CORRESPONDENCE DATA			
Fax Number:	8474410911		
<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:	8474419100		
Email:	pto@nealmcdevitt.com, apierce@nealmcdevitt.com		
Correspondent Name:	Richard B. Biagi		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		
ATTORNEY DOCKET NUMBER:	63193.00444		
NAME OF SUBMITTER:	Richard B. Biagi		
SIGNATURE:	/Richard B. Biagi/		
DATE SIGNED:	02/02/2018		
Total Attachments: 3			

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

This NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS (the "Assignment") is made by Active Gear Corp., a Minnesota corporation ("Assignor"), to Active Sports, Inc., a Minnesota corporation ("Assignee").

WHEREAS, Assignor and Active Boarder Corp., a Minnesota corporation ("Active Boarder"), entered into that certain Asset Purchase Agreement dated July 10, 2017 (as it may be amended, modified or supplemented from time to time, the "Active Boarder Agreement"), whereby Assignor agreed to convey all assets of Assignor to Active Boarder.;

WHEREAS, Simultaneously with the execution of the Active Boarder Agreement, Active Boarder and Assignee entered into that certain Asset Purchase Agreement of even date therewith (as it may be amended, modified or supplemented from time to time, the "Active Sports Agreement" and together with the Active Boarder Agreement, the "Asset Purchase Agreements"), whereby Active Boarder agreed to convey all assets of Active Boarder to Assignee;

WHEREAS, Assignor owns certain trademarks and services marks including, but not limited to, those set forth on Schedule A attached hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, the Trade Marks Office of Canada and/or the European Union Intellectual Property Office, (together with all common law rights therein and renewals thereof, collectively, the "Trademarks" and/or the "Assigned Marks"); and

WHEREAS, to effectuate the conveyances contemplated by the Asset Purchase Agreements, Assignee, Assignor and Active Boarder desire that Assignor assign directly to Assignee all of Assignor's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby transfer, assign, convey and deliver to Assignee, free and clear of any and all liens and encumbrances, *nunc pro tunc*, now for then, effective as of July 10, 2017 (i) all right, title and interest of Assignor in, to and under the Assigned Marks and all goodwill of the business connected with the use of, and symbolized by, the Assigned Marks, (ii) all past, present and future claims and causes of action arising out of or relating to any infringement, dilution or other violation or impairment of the foregoing, and the right to sue or otherwise recover therefor, (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect the any of the foregoing, (iv) all rights of priority associated with the foregoing, and (v) all other rights accruing thereunder or pertaining thereto throughout the world, the same to be held and enjoyed by Assignee, and its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

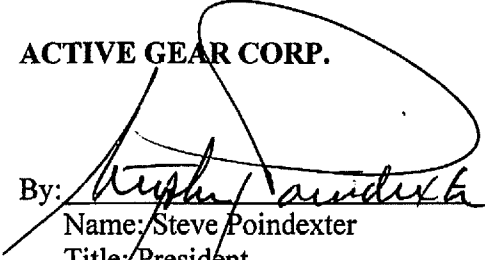
Assignor hereby authorizes and requests that the Commissioner for Trademarks record Assignee as the assignee and owner of record for each of the Assigned Marks.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Minnesota without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Minnesota applicable hereto.

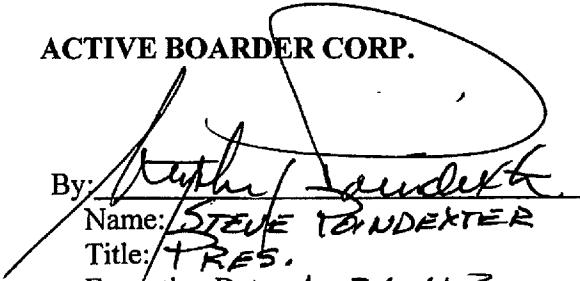
This Assignment may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the Execution Date.


ACTIVE GEAR CORP.

By: 
Name: Steve Poindexter
Title: President
Execution Date: 1-31-18

ACTIVE BOARDER CORP.

By: 
Name: STEVE POINDEXTER
Title: PRES.
Execution Date: 1-31-18

ACTIVE SPORTS, INC.

By: 
Name: Brent Moody
Date: COO/CLO
Execution Date: 1/31/2018

SCHEDULE A

Trademark	Country	App. No.	Reg. No.	Status
FRAMED COURSE	United States of America	76719205	5225114	Registered
DB DISCOUNT BIKES.COM (& Design)	United States of America	76719252	5220139	Registered
CHAMONIE	United States of America	76718138	5064467	Registered
WOLFTRAX	United States of America	76717684	4964753	Registered