

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Niner, Inc.		03/09/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	UWHK Limited		
Street Address:	No. 7 Tin Wan Praya Road		
Internal Address:	Room 811, Hing Wai Centre		
City:	Hong Kong		
State/Country:	HONG KONG		
Entity Type:	Limited Corporation: HONG KONG		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4416714	CVA CONSTANTLY VARYING ARC SUSPENSION TE	
Registration Number:	4190371	9	
Registration Number:	4267042	NINER BIKES	
Registration Number:	4190364	PEDAL DAMN IT	
Registration Number:	4213080	CYA	
Registration Number:	3331235	THE BIG REVOLUTION	
Registration Number:	4595668	NINERD	
Registration Number:	4678836	PEDAL DAMN IT	
Registration Number:	4678837	9	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	5132412324		
Email:	ksmith@whe-law.com		
Correspondent Name:	Kathryn E. Smith, Wood Herron & Evans		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		

OP \$240.00 4416714

DOMESTIC REPRESENTATIVE**Name:** Kathryn E. Smith, Wood Herron & Evans**Address Line 1:** 441 Vine Street**Address Line 2:** 2700 Carew Tower**Address Line 4:** Cincinnati, OHIO 45202**NAME OF SUBMITTER:** Kathryn E. Smith**SIGNATURE:** /Kathryn E. Smith/**DATE SIGNED:** 03/22/2018**Total Attachments: 7**

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of March 9, 2018, is made by Niner, Inc., a Colorado corporation ("Assignor"), in favor of UWHK Limited, a Hong Kong company ("Assignee"). Capitalized terms used herein and not otherwise defined shall the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Emersion International Limited, a Hong Kong company ("Emersion") have entered into an Asset Purchase Agreement dated as of February 16, 2018 (the "Purchase Agreement");

WHEREAS, Assignee and Emersion are parties to that certain Assignment of Asset Purchase Agreement dated as of March 8, 2018 whereby Emersion assigned the Purchase Agreement to Assignee; and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark 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, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

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

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Assignor hereby authorizes 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 Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

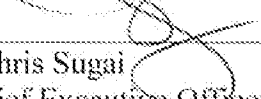
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

NINER, INC.

By: 
Name: Chris Sugai
Title: Chief Executive Officer
Address for Notices:
2330 E. Prospect, Suite A
Fort Collins, Colorado 80525

AGREED TO AND ACCEPTED:

UWHK LIMITED
By: _____
Name: Daisy Cheng
Title: Chief Representative
Address for Notices:
Room 811, Hing Wai Centre, No. 7
Tin Wan Praya Road
Hong Kong

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By: _____

Name: Chris Sugai

Title: Chief Executive Officer

Address for Notices:

2330 E. Prospect, Suite A

Fort Collins, Colorado 80525

AGREED TO AND ACCEPTED:

UWHK LIMITED

By: _____

Name: Daisy Cheng

Title: Chief Representative

Address for Notices:



Room 811, Hing Wai Centre, No. 7



Tin Wan Praya Road


Hong Kong

SCHEDULE 1

Assigned Trademarks

Mark	USA	CTM	China	Taiwan	Japan
CVA 					
Status	Registered	Registered	Registered	Registered	Registered
Reg #	4416714	010993673	11133945	01588688	5555599
Reg Date	10/15/2013	11/9/2012	3/7/2014	7/16/2013	2/8/2013
Serial #	85505162	010993673	11133945	101036188	5555599
Filing Date	12/28/2011	6/26/2012	6/28/2012	6/27/2012	6/27/2012
Renewal Date	8&15 Due 10/15/2019	6/26/2022	3/6/2024	7/15/2023	2/8/2023
Stylized 9 					
Status	Registered	Registered	Registered	Registered	Registered
Reg #	4190371	011000197	11133944	01588689	5579600
Reg Date	8/14/2012	11/23/2012	8/21/2014	7/16/2013	5/2/2013
Serial #	85505141	011000197	11133944	101036189	5579600
Filing Date	12/28/2011	6/28/2012	6/28/2012	6/27/2012	6/27/2012
Renewal Date	8&15 Due 8/14/2018	6/28/2022	8/21/2023	7/15/2023	5/2/2023
Niner Bikes					
Status	Registered	Registered	Registered	Registered	Registered
Reg #	4267042	010993509	22972945	01588690	5579601
Reg Date	1/1/2013	11/9/2012	Pending	7/16/2013	5/2/2013
Serial #	85505119	010993509	22972945	10136190	5579601
Filing Date	12/28/2011	6/26/2012	3/1/2017	6/27/2012	6/27/2012
Renewal Date	8&15 Due 1/1/2019	6/26/2022		7/15/2023	5/2/2023
Pedal Damn It					
Status	Registered	Registered	Registered	Registered	Registered
Reg #	4190364	010993442	11133942	01560241	5555600
Reg Date	8/14/2012	11/9/2012	11/14/2013	1/16/2013	2/8/2013
Serial #	85505082	010993442	11133942	10136191	5555600
Filing Date	12/28/2011	6/26/2012	6/28/2012	6/27/2012	6/27/2012
Renewal Date	8&15 Due 8/14/2018	6/26/2022	11/13/2023	1/15/2023	2/8/2023
CYA					

Mark	USA	CTM	China	Taiwan	Japan
					
Status	Registered				
Reg #	4213080				
Reg Date	9/25/2012				
Serial #	85505200				
Filing Date	12/28/2011				
Renewal Date	8&15 Due 9/25/2018				
The Big Revolution					
Status	Renewed				
Reg #	3331235				
Reg Date	11/6/2007				
Serial #	78667929				
Filing Date	7/11/2005				
Renewal Date	11/6/2027				
NINERD					
Status	Registered				
Reg #	4595668				
Reg Date	9/2/2014				
Serial #	86040259				
Filing Date	8/16/2013				
Renewal Date	8&15 Due 9/2/2020				
Pedal Damn It					
Status	Registered				
Reg #	4678836				
Reg Date	1/27/2015				
Serial #	86317766				
Filing Date	6/23/2014				
Renewal Date	8&15 Due 1/27/2021				
Stylized 9					
					
Status	Registered				
Reg #	4678837				
Reg Date	1/27/2015				
Serial #	86317769				
Filing Date	6/23/2014				
Renewal Date	8&15 Due 1/27/2021				
9 NINER					

Mark	USA	CTM	China	Taiwan	Japan
					
Status		Registered		Registered	Registered
Reg #		008463986		01312612	5352468
Reg Date		5/27/2010		6/1/2008	9/10/2010
Serial #		008463986		096045107	5352468
Filing Date				9/21/2007	2/5/2010
Renewal Date		7/31/2019		5/31/2018	9/10/2020