

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515133

<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>
ADVANCED SPORTS, INC.		02/07/2019	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ADVANCED HOLDINGS CO., LTD.		
<b>Street Address:</b>	66/F, The Center		
<b>Internal Address:</b>	99 Queen's Road Central		
<b>City:</b>	Central		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	Company: VIRGIN ISLANDS, BRITISH		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78729089	B	
<b>Serial Number:</b>	78729019	BREEZER	
<b>Serial Number:</b>	77822648	BREEZER LIGHTNING	
<b>Serial Number:</b>	86427000	GREENWAY	
<b>Serial Number:</b>	86880894	INVERSION	
<b>Serial Number:</b>	73656389	KESTREL	
<b>Serial Number:</b>	86429401	LIBERTY	
<b>Serial Number:</b>	86665572	LIGHTNING	
<b>Serial Number:</b>	85587367	OVAL	
<b>Serial Number:</b>	87369732	POWER TRIP	
<b>Serial Number:</b>	86880895	RADAR	
<b>Serial Number:</b>	85854581	REPACK	
<b>Serial Number:</b>	87400490	SUPERGO	
<b>Serial Number:</b>	77792918	VILLAGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$365.00 78729089

**Email:** jordan.lavine@flastergreenberg.com  
**Correspondent Name:** Jordan A. LaVine  
**Address Line 1:** 1835 Market Street, Suite 1050  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

**NAME OF SUBMITTER:** Jordan LaVine

**SIGNATURE:** /jordan lavine/

**DATE SIGNED:** 03/20/2019

**Total Attachments: 11**

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## TRADEMARK ASSIGNMENT

WHEREAS, ADVANCED SPORTS ENTERPRISES, INC., a North Carolina corporation, and ADVANCED SPORTS, INC., a North Carolina corporation, (the "Assignors"), are using certain trademarks in conjunction with its business, including but not limited to the trademarks and registrations thereof set forth in Schedule A attached hereto (all hereinafter collectively referred to as the "Trademarks");

WHEREAS, ADVANCED HOLDINGS CO., LTD. (the "Assignee"), a British Virgin Islands company, is desirous of acquiring the entire right, title and interest in and to said Trademarks, including the right to bring actions for infringement of said Trademarks occurring prior to the date of this Assignment; and

WHEREAS, Assignors wish to herein memorialize said assignment, transfer and sale of the Trademarks to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Asset Purchase Agreement entered into between Assignors, their related companies and Assignee, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of past or current infringement or dilution of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Assignors hereby request the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Trademark Assignment. The Assignors hereby further request the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications to register the Trademarks resulting from applications among the Trademarks or derived therefrom to Assignee as assignee of the entire interest.

AND, the Assignors hereby warrant and covenant that they has full right to convey the entire interest herein assigned, and that the Assignors have not executed, and will not execute, any agreement inconsistent herewith.

AND, the Assignors, for themselves and their successors and assigns, hereby covenant and agree that at any time and from time to time forthwith upon the request of the Assignee, the Assignors will, at their expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, any and all of the Trademarks, and to put the Assignee in actual possession and operating control thereof, to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

AND, the Assignors hereby constitute and appoint the Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions

contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of the Assignors but on behalf of and for the benefit of the Assignee and its successors and assigns, any and all of the assets, properties, rights and business hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of the Assignors or otherwise, for the benefit of the Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Trademarks, and to do all acts and things in relation to such assets which the Assignee or its successors or assigns reasonably deem desirable.

In the event that any provision of this Assignment would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending item or provision in any other situation or in any other jurisdiction.

This Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignors and the Assignee. This Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of North Carolina without giving effect to any choice or conflict of law.

IN TESTIMONY WHEREOF, the Assignors have caused this Assignment to be executed by its duly authorized representative on February 7, 2019.

**ASSIGNORS**

ADVANCED SPORTS ENTERPRISES, INC.

Witness [Signature]  
Name: Thomas J. Darling  
Title: Vice President

By: [Signature]  
Name: Patrick Curran  
Title: CEO

ADVANCED SPORTS, INC.

Witness [Signature]  
Name: Thomas J. Darling  
Title: Vice President

By: [Signature]  
Name: Patrick Curran  
Title: CEO

IN TESTIMONY WHEREOF, the Assignee has caused this Assignment to be executed by its duly authorized representative on February \_\_\_\_, 2019.

**ASSIGNEE**

ADVANCED HOLDINGS CO., LTD.

Witness *Lihong Yu*  
Name: *Lihong Yu*  
Title: *CEO*

By: *George Hsu*  
Name: *George Hsu*  
Title: *Representative*

**CERTIFICATE OF ACKNOWLEDGEMENT**

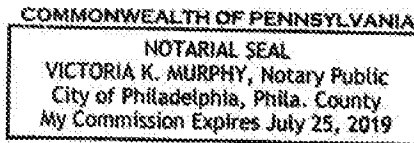
STATE OF Pennsylvania )  
 )SS.  
COUNTY OF Philadelphia )

I, Victoria K. Murphy, a Notary Public in and for the County and State aforesaid, do hereby certify that Patrick Cumane, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, ADVANCED SPORTS ENTERPRISES, INC., a North Carolina corporation, with authority to do so.

7TH day of February, 2019. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this

Victoria K. Murphy  
Notary Public

Commission Expires: July 25, 2019



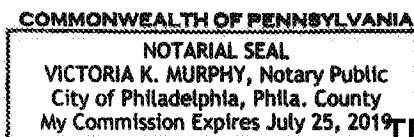
STATE OF Pennsylvania )  
 )SS.  
COUNTY OF Philadelphia )

I, Victoria K. Murphy, a Notary Public in and for the County and State aforesaid, do hereby certify that Patrick Cumane, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, ADVANCED SPORTS, INC., a subsidiary of ADVANCED SPORTS ENTERPRISES, INC., with authority to do so.

7TH day of February, 2019. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this

Victoria K. Murphy  
Notary Public

Commission Expires: July 25, 2019



STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified company, ADVANCED HOLDINGS CO., LTD., a British Virgin Islands company, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_



**SCHEDULE A TO ADVANCED HOLDINGS CO., LTD. TRADEMARK ASSIGNMENT**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>Country</b>	<b>Appl. Number</b>	<b>Reg. Number</b>	<b>NICE Class</b>
B (Stylized)	United States	78729089	3173666	12
BREEZER	Brazil	907456901	907456901	12
BREEZER	European Union	001003920	001003920	12, 16, 25
BREEZER	United States	78729019	3162211	12
BREEZER and Chinese Characters	Taiwan		1574587	
BREEZER FINESSE	European Union	008533465	008533465	12
BREEZER LIGHTNING	European Union	008533416	008533416	12
BREEZER LIGHTNING	United States	77822648	3839157	12
BREEZER THUNDER	European Union	008648859	008648859	12
BREEZER UPTOWN	European Union	008533499	008533499	12
GREENWAY	European Union	008506412	008506412	12
GREENWAY	United States	86427000	4716511	12
INVERSION	United States	86880894	5257105	12

KESTREL	Australia	501079	501079	12
KESTREL	Austria	124748	124848	
KESTREL	Benelux	0722537	452735	12
KESTREL	Brazil	902567918	902567918	12
KESTREL	China	6852752	6852752	9
KESTREL	China	6852750	6852750	25
KESTREL	China	6852751		12
KESTREL	Denmark	VA198808575	VR19900131 1	12
KESTREL	European Union	006859573	006859573	9, 12, 25
KESTREL	France	972592	1675144	12
KESTREL	Germany	DE1145743	DE1145743	12
KESTREL	Italy	MI99C002683 2008901686404	866841 0001325424	12
KESTREL	Japan	S55065681	16138762	12
KESTREL	Mexico	0119850908489	1035449	12
KESTREL	Spain	200903057	M1292599	12

KESTREL	Switzerland	087651988	368463	12
KESTREL	Taiwan	97026674	01371254	
KESTREL	United Kingdom	1365975	1365975	12
KESTREL	United States	73656389	1479534	12
LIBERTY	United States	86429401	5046132	12
LIGHTNING	United States	86665572	4889364	12
OVAL	United States	85587367	4315950	12, 25
OVAL CONCEPTS	Brazil	902567993	902567993	
OVAL CONCEPTS	European Union	002963411	002963411	12
OVAL CONCEPTS	Japan		4752010	12
OVAL CONCEPTS and Design	China	7978923	7978923	9
OVAL CONCEPTS and Design	China	7978922	7978922	12
OVAL CONCEPTS and Design	Korea	4020070028146	749378	12, 25
POWER TRIP	European Union	008506388	008506388	12
POWER TRIP	United States	87369732		12

RADAR	United States	86880895	5257106	12
REPACK	United States	85854581	4863530	12
SUPERGO	United States	87400490		35
TALON	United Kingdom	2532407	2532407	12
VILLAGER	United States	77792918	3760823	12

#### Common Law Trademarks

Adventure Café Series

Ambient EVO

Beltway

Bikes for Your Everyday Adventure

Conductor

Conductor ST

Crosstown

Crosstown LS

Doppler

Doppler Café

Downtown

Lunchbox

Midtown

{11668113:1}

Powertrip

Radar Café

Squall

Storm

Thunder

Transportation for Your Everyday Adventure

5000

5000 SL

First name in Carbon Fiber

Kestrel Super Light

Legend

Legend SL

RT1100

Talon

Talon Aero

Talon X

TerX