

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intense Cycles, Inc.		01/10/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Intense, LLC		
Street Address:	18215 45th Avenue North #D		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55446		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2894960	INTENSE	
Registration Number:	4254387	INTENSE CYCLES . USA	
CORRESPONDENCE DATA			
Fax Number:	6126046989		
<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:	612.604.6689		
Email:	trademark@winthrop.com		
Correspondent Name:	Timothy D. Sitzmann		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	22196.TBD		
NAME OF SUBMITTER:	Timothy Sitzmann		
SIGNATURE:	/Timothy Sitzmann/		
DATE SIGNED:	04/11/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Assignment**”) is made and entered into this 10th day of January, 2019, by, between Intense Cycles, Inc., a California corporation, with an address of 42380 Rio Nedo, Temecula, CA 92590 (“**Assignor**”) and Intense, LLC, a Delaware limited liability company, with an address of 18215 45th Avenue North, #D, Plymouth, Minnesota 55446 (the “**Assignee**”).

WHEREAS, Assignor has entered into that certain Strict Foreclosure and Private Sale Agreement dated January 10, 2019 (the “**Agreement**”), which provides for, among other things, Assignor to sell, convey, transfer and assign to Assignee certain assets, including the Marks (defined below);

WHEREAS, Assignor owns all rights, title, interest, and associated goodwill in and certain marks used in connection with the Intense Cycles business including, without exclusion, those registered and unregistered marks identified in the attached Exhibit A (collectively, the “**Marks**”); and

WHEREAS, Assignor and Assignee wish to confirm and document the assignment and transfer of the Marks from Assignor to Assignee, in a form suitable for recording with governmental entities in the U.S. and throughout the world.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys, unto Assignee all right, title, and interest in and to the Marks, together with the goodwill of the business in which the Marks were used and symbolized by the Marks throughout the world, whether registered or not, along with all applications or registrations for or associated with the Marks, and all rights and causes of action to recover past, present and future damages, royalties, fees, profits and other relief including, but not limited to, equitable and injunctive relief ensuing from any violation or infringement of the rights in, to, or associated with the Marks, and any other rights and interests arising out of, in connection with, or in relation to the Marks.

Assignor represents to Assignee that Assignor has not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. Assignor will, at any time upon request, without additional consideration but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Marks in any and all countries. Assignor represents and warrants that it has full power to enter into and perform this assignment, and that Assignor have not granted any other person or entity any interest in or to the Marks, unless that interest has also been transferred to Assignee.

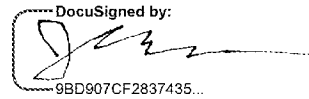
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[Remainder of page intentionally left blank. Signature page follows]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned has executed this Assignment effective as of the date first written above.

INTENSE CYCLES, INC., a California corporation

DocuSigned by:



By: _____

Jeffrey Steber
Its President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]






IN WITNESS WHEREOF, the undersigned has executed this Assignment effective as of the date first written above.

INTENSE, LLC, a Delaware limited liability company

DocuSigned by:

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By: _____
Jeffrey Majkrzak
Its: Managing Member

EXHIBIT A

Country	Mark	Registration No.	Int'l Class
U.S.	INTENSE	2894960	12 (bicycles and parts)
U.S.		4254387	12 (bicycles and parts) 25 (clothing)
Taiwan		01446444	12 (bicycles and parts)
China	INTENSE	8560041	25 (clothing)
Japan		4607489	12 (bicycles and parts)
Germany	INTENSE	DE39508714	12 (bicycles and parts)
European Union		000590448	9 (Eye wear) 12 (bicycles and parts) 25 (Clothing)
European Union	INTENSE	016028052	12 (bicycles and parts)
Australia		947026	12 (bicycles)
Common Law	INTENSE RACING	N/A	N/A
Common Law	INTENSE CYCLES	N/A	N/A