

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saris Cycling Group, Inc.		04/10/2019	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	SRAM LLC		
Street Address:	1000 W Fulton Market		
Internal Address:	4th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2319853	POWERTAP	
CORRESPONDENCE DATA			
Fax Number:	3126648826		
<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:	312-664-8800		
Email:	madams@sram.com		
Correspondent Name:	Lisa Serdynski		
Address Line 1:	1000 W Fulton Market		
Address Line 2:	4th Floor		
Address Line 4:	Chicago, ILLINOIS 60607		
NAME OF SUBMITTER:	Lisa Serdynski		
SIGNATURE:	/s/		
DATE SIGNED:	04/11/2019		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (“*Agreement*”) is made as of April 10, 2019, by and between Saris Cycling Group, Inc., a Wisconsin corporation (“*Assignor*”), and SRAM, LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement dated as of April 10, 2019 (the “*Purchase Agreement*”; capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement).

B. Assignor is the owner of all of the Purchased Trademarks, including those set forth on Exhibit A hereto.

C. Pursuant to the terms of the Purchase Agreement, Assignor wishes to assign all of its rights under the Purchased Trademarks to Assignee, and Assignee wishes to accept the assignment of the Purchased Trademarks and the respective registrations thereof, all on the terms set forth herein.

AGREEMENT

In consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows.

1. **Assignment of Trademarks.** Assignor hereby assigns, transfers, grants, bargains, delivers and conveys to Assignee all of Assignor’s right, title and interest in and to: (a) the Purchased Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business(es) connected with and symbolized by the Purchased Trademarks (including, without limitation, the right to renew any registrations included in the Purchased Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Purchased Trademarks, and any priority right that may arise from the Purchased Trademarks); (b) 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 (c) 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, each of the foregoing (a), (b), and (c) to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made, all in accordance with and subject to the Purchase Agreement.

2. **Authorization of Transfer.** Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in corresponding entities or agencies in any applicable jurisdictions outside the United States to record the transfer of the registrations for the Purchased Trademarks set forth on Exhibit A to Assignee as assignee of Assignor’s entire right, title and interest therein. Assignor agrees to further execute any additional documents such further documents and do such further acts and things as may be required to effect this assignment or to confirm Assignee’s ownership of the Purchased Trademarks.

3. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

4. Counterpart Facsimile Execution. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or .pdf attachment to an e-mail is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

5. Counterparts. This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

6. Governing Law. This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly within Delaware, without regard to choice or conflict of laws rules.

7. Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and successors and permitted assigns.

8. Third-Party Beneficiary. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

[signatures appear on following page]

In Witness Whereof, the parties have executed this Agreement as of the date first set forth above.

"Assignor"

SARIS CYCLING GROUP, INC.

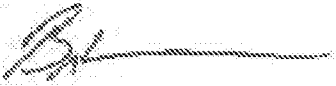
By: _____

Jeff Prehner
President & COO

"Assignee"

SRAM, LLC

By: _____


Brian Benzer
VP of Corporate Development

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

TRADEMARK
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In Witness Whereof, the parties have executed this Agreement as of the date first set forth above.

“Assignor”

SARIS CYCLING GROUP, INC.



By: _____
Jeff Frehner
President & COO

“Assignee”

SRAM, LLC

By: _____
Brian Benzer
VP of Corporate Development

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

TRADEMARK
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EXHIBIT A

Purchased Trademarks

TITLE	SERIAL NO.	FILING DATE	REG. NO.	ISSUE DATE	Country
POWERTAP			2,319,853	02/15/2000	US
POWER TAP	2959286	11/26/2002	2959286	12/02/2003	CTM
POWERTAP	5594682	09/08/2006	5594682	10/21/2009	China
POWERTAP	909314772	04/29/2015	909314772	09/26/2017	