

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530606

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Sports Enterprises, Inc.		02/06/2019	Corporation:

RECEIVING PARTY DATA

Name:	AMain.com, Inc.
Street Address:	424 Otterson Drive, Suite 160
City:	Chico
State/Country:	CALIFORNIA
Postal Code:	95928
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2940939	ASCENT
Registration Number:	2251668	AXIOM
Registration Number:	4050358	FF
Registration Number:	4046503	FORTÉ
Registration Number:	3892399	FORTÉ
Registration Number:	2583772	SCATTANTE
Registration Number:	3853451	SCATTANTE
Registration Number:	3653847	SPIN DOCTOR
Registration Number:	4845617	SPIN DOCTOR
Registration Number:	3920257	SPIN DOCTOR
Registration Number:	3896381	TRAVEL TRAC
Registration Number:	1432501	P
Registration Number:	3812190	P
Registration Number:	2421087	PERFORMANCE
Registration Number:	2369656	PERFORMANCE
Registration Number:	2039130	PERFORMANCE BICYCLE
Registration Number:	2421089	PERFORMANCE BICYCLE
Registration Number:	2479208	PERFORMANCE BICYCLE SHOP
Registration Number:	2519604	TEAM PERFORMANCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4109522	NASHBAR

CORRESPONDENCE DATA

Fax Number: 5303452201

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.

Phone: 5303452212

Email: astewart@chicolawfirm.com

Correspondent Name: Aaron J. Stewart

Address Line 1: 2619 Forest Avenue, Suite 100

Address Line 4: Chico, CALIFORNIA 95928

NAME OF SUBMITTER:	Aaron J. Stewart
SIGNATURE:	/ajs/
DATE SIGNED:	07/05/2019

Total Attachments: 13

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of February 6, 2019, by and between AMain.com, Inc., a California corporation ("Buyer"), Advanced Sports Enterprises, Inc., a North Carolina corporation (the "Seller").

WHEREAS, this Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), by and among the Buyer and the Seller and each of the Seller's subsidiaries;

WHEREAS, pursuant to the Purchase Agreement, Seller have agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all of Seller' direct or indirect right, title and interest in, to and under certain assets, including, without limitation, all of Seller' rights associated with the registered trademarks, trademark applications, and common law trademarks identified on Schedule A attached hereto (collectively, the "Assigned Trademarks");

WHEREAS, in accordance with the Purchase Agreement, Seller desire to assign and Buyer desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.
2. Assignment. Seller hereby transfer, assign, convey and deliver to Buyer, its successors and assigns, free and clear of all Encumbrances, (a) all of Seller' worldwide right, title and interest in, to and under, including any and all common law rights thereto, the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Seller to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the date hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors and assigns, as full and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the date hereof or hereafter in respect of any of the foregoing and (ii) rights to apply in any or all countries of the

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world for trademark protection for the Assigned Trademarks, in each case, effective as of the date hereof. Together with Seller' worldwide right, title and interest in and to each of the Assigned Trademarks, as well as the goodwill of the business associated with said Assigned Trademarks being assigned to Buyer, are the rights to police, monitor and enforce said Assigned Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Assigned Trademarks.

3. Authorization and Recordation. Seller hereby authorize and request the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Buyer as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Buyer, as Buyer of all of Seller's right, title and interest in and to the Assigned Trademarks. Buyer shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Governing Law. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Assignment will be governed by, and construed in accordance with, the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

6. Purchase Agreement. This Assignment is being executed and delivered pursuant to the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

7. Further Assurances. In accordance with the Purchase Agreement, without further consideration, each Seller hereby agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or perform all affirmative acts which may be reasonably necessary to record or perfect the above-described transfer of Assigned Trademarks, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office (including executing, acknowledging and delivering to Buyer such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as Buyer may reasonably request) in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, and confirm the right, title and interest of Buyer in the Assigned

Trademarks. Seller hereby grant to the designated attorneys of Buyer the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world, provided that Buyer has given Seller prior notice of the insertion of such further identification.

8. Closing. This Assignment is effective as of the Closing.

9. Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Buyer and Seller on behalf of Buyer and Seller, respectively.

10. Notices. Any notice given pursuant to this Assignment shall be given in the same manner and addressed to the intended recipient as set forth in Section 12.1 of the Purchase Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

Assignors:

ADVANCED SPORTS ENTERPRISES, INC.

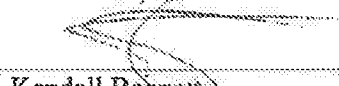
BY:


Patrick Cunanne
President

Assignee:

AMain.com, Inc.

BY:



Kendall Bennett
CEO & Founder

SCHEDULE A

Trademarks



United States Trademark registrations

Mark	Status/Status Date	Full Goods/Services
ASCENT RN: 2940939 SN: 78975624	Registered 8 & 15 April 3, 2015	(Int'l Class: 08) [manually operated bicycle tools, namely, bearing cup presses, bottom bracket tools, brake toe-in tools, cable stretchers and cutters, cartridge bottom bracket tools, chain keepers, screwdrivers and whips, chainring tools, cleaning brushes, cog brushes, cone wrenches, crank extractors and pullers, derailleur alignment tools, frame and fork end alignment tools, hand brake tools, head cup remover tools, hex wrenches, housing cutters, locking tools, spoke wrenches, sprocket removers, torque wrenches, wrenches and wrench sets] (Int'l Class: 09) tire pressure gauges; protective headgear, namely, helmets and helmet covers; eyewear, namely, sunglasses and goggles; and ear protectors; and weight/fat scales (Int'l Class: 10) Cancelled - Sec. 8 [heart rate monitors] (Int'l Class: 11) Cancelled - Sec. 8 [bicycle lights] (Int'l Class: 12) cycling equipment, namely, bicycles and structural parts therefor; bicycle parts, namely, bicycle frames, handlebars, handlebar stems, grips, bar ends, pedals, skewers and pedal clamps, straps and inserts, seats and saddles, seat posts and binders, tires, tubes, tire hubs, derailleurs, crankshafts, sprockets, quick releases, bottom brackets, chain rings, shift levers, brake shoes, brake levers, hood covers, rims, wheels and wheel covers, spokes, chains, fenders, and stands; auto accessories, namely, vehicle-mounted storage and transport racks and rails, hoods and bicycle covers; bicycle accessories, namely, bicycle frame protective pads, bar end protective pads, seat and saddle covers and pads, tire pumps, spoke protectors, water bottle cages, handlebar racks and mirrors, crossbar protective sweat covers; saddle bags, handlebar bags and seat bags, all for attachment to bicycle frames (Int'l Class: 28) cycling-training equipment, namely, indoor bicycle training stands, rollers, and stabilizers for use in stationary operation and/or maintenance of bicycles

Mark	Status/Status Date	Full Goods/Services
<u>AXIOM</u> RN: 2251668 SN: 75143606	Renewed June 8, 2009	(Int'l Class: 09) electronic speedometers and odometers for use on bicycles (Int'l Class: 10) electronic heart rate monitors for sale to bicyclists and other recreational users
<u>FF (Stylized)</u>  RN: 4050358 SN: 85095786	Registered 8 & 15 November 15, 2017	(Int'l Class: 12) bicycle brakes; bicycle handlebar grips; bicycle parts, namely, forks; bicycle parts, namely, handle bar ends; bicycle parts, namely, handle bar stems; bicycle parts, namely, tubes and connectors for bicycle frames; bicycle parts, namely, brake levers, bicycle pads, chains, cranks, cassettes, derailleurs, shift levers, skewers, handlebar tape, bicycle tube patch kits, bicycle pedal cleats, and bicycle pedal accessories, namely, bicycle pedal cages, bicycle pedal cage straps, and cleat covers; bicycle parts, namely, tire accessories, namely, valve adapters; bicycle pedals; bicycle water bottle cages; handlebars; inner tubes for bicycles; saddles for bicycles; tires; wheel hubs; wheel rims; wheels for bicycles, cycles
<u>FORTÉ</u> RN: 4046503 SN: 85097837	Registered 8 & 15 November 15, 2017	(Int'l Class: 12) bicycle parts, namely, bicycle pedal cleats, bicycle brake pads, bicycle tube patch kits, and, bicycle pedal accessories, namely, bicycle pedal cages, bicycle pedal cage straps, and cleat covers; bicycle water bottle cages
<u>FORTÉ</u> RN: 3892399 SN: 77941679	Registered 8 & 15 February 26, 2017	(Int'l Class: 12) bicycle brakes; bicycle handlebar grips; bicycle parts, namely, handle bar ends; bicycle parts, namely, brake levers, [chains, cranks, cassettes,] derailleurs, shift levers, skewers, wheel rim tape, wheel rim strips, grip tape, and handlebar tape; bicycle pedals; bicycle seat posts; inner tubes for bicycles; saddles for bicycles; bicycle tires; [wheel hubs for bicycles; bicycle wheel

Mark	Status/Status Date	Full Goods/Services
		rims;] wheels for bicycles bicycle parts, namely, forks; bicycle parts, namely, handle bar stems; handlebars
<u>SCATTANTE</u> RN: 2583772 SN: 76255187	Renewed June 18, 2012	(Int'l Class: 12) bicycles; and bicycle components, namely, bicycle frames, [crank arms, hubs, stems, handlebars, seat posts, seats, rims, pedals, bottom brackets, sprockets, handlebar tape, brakes and brake levers]
<u>SCATTANTE</u> RN: 3853451 SN: 77941705	Registered 8 & 15 April 24, 2017	(Int'l Class: 09) bicycle helmets; eyewear; sports eyewear; sunglasses (Int'l Class: 25) Cancelled - Sec. 8 [bicycle gloves; cycling shoes; cyclists' jerseys; gloves; jerseys; shoes; shorts; socks]
<u>SPIN DOCTOR</u> RN: 3653847 SN: 77596979	Registered 8 & 15 April 9, 2015	(Int'l Class: 08) hand tools, namely, bicycle repair tools sold as kits comprised of one or more bottom bracket wrench adapters, screwdrivers, wrenches, chain tools, sprocket removal tools and crank extractors, alignment tools for truing and aligning bicycles, bottom bracket tools for installing and removing cartridge bottom brackets and non-cartridge bottom brackets, cable cutters, crank pullers, chain cleaners, chain whips, chain-ring nut tools for installing or removing chain-ring bolts, cog cleaners for bicycles, cogs and drivetrains, tube cutting guides, folding multi-tool sets comprised of wrenches and screwdrivers, headset presses, tire levers, lock-ring tools for installing or removing lockrings on bicycles, nut installer wear indicators, wrenches (Int'l Class: 12) bicycle stands (Int'l Class: 25) Cancelled - Sec. 8 [aprons]

Mark	Status/Status Date	Full Goods/Services
<u>SPIN</u> <u>DOCTOR</u> RN: 4845617 SN: 86579914	Registered November 3, 2015	(Int'l Class: 03) cleaner for use on bicycles and cycling equipment; degreasing preparations for bicycles and cycling equipment (Int'l Class: 04) all purpose lubricants (Int'l Class: 12) bicycle pumps; tire pumps
<u>SPIN DOCTOR</u> RN: 3920257 SN: 77597076	Registered 8 & 15 April 13, 2017	(Int'l Class: 35) catalog ordering service featuring products and services in the field of bicycle parts, bicycle repair tools and bicycle repair; distributorship services in the field of bicycle parts and bicycles; electronic catalog services featuring products and services in the field of bicycles, bicycle parts and bicycle repair; mail order catalog services featuring products and services in the field of bicycle parts, bicycles and bicycle repair; on-line retail store services featuring products and services in the field of bicycle parts, bicycles and bicycle repair; retail bicycle stores; wholesale distributorships featuring products and services in the field of bicycle parts, bicycles and bicycle repair (Int'l Class: 37) repair of bicycles
<u>TRAVEL TRAC</u> RN: 3896381 SN: 77941730	Registered 8 & 15 February 26, 2017	(Int'l Class: 28) bicycle trainer, namely, a supporting metal base which secures a bicycle frame at the rear wheel in a stationary position and provides resistance by means of a cylindrical roller which applies pressure to the rear tire; bicycle rollers, namely, a horizontal frame with circular drums that rotate with the pedaling of the bicycle and create resistance; bicycle trainer accessories, namely, bicycle training mats, front wheel riser blocks and reader stands
<u>P and Design</u>	Renewed March 10, 2017	(Int'l Class: 42) retail store [, wholesale distributorship, and mail order sales]

Mark	Status/Status Date	Full Goods/Services
 <p>RN: 1432501 SN: 73608155</p>		<p>services in the field of cycle equipment, parts, accessories and apparel</p>
<p><u>P and Design</u></p>  <p>RN: 3812190 SN: 77979509</p>	<p>Registered 8 & 15 February 24, 2017</p>	<p>(Int'l Class: 25) [aprons;] bicycling gloves; caps; [cycling shoes;] cyclists' jerseys; gloves; hats; headbands; jackets; jerseys; moisture-wicking sports pants; pants; sandals; shirts; shoes; shorts; [singlets;] socks; [sweat shirts;] t-shirts; tank tops; tights; tops; [training suits;] triathlon clothing, namely, triathlon tights, triathlon shorts, triathlon singlets, triathlon shirts, triathlon suits, [unitards;] vests; waterproof jackets and pants [; wet suits]</p> <p>(Int'l Class: 35) catalog ordering service featuring products and services in the field of bicycles and bicycle parts, bicycle repair and apparel; distributorships in the field of bicycles, bicycle parts, bicycle repair and apparel; electronic catalog services featuring products and services in the field of bicycles and bicycle parts, bicycle repair and apparel; mail order catalog services featuring products and services in the field of bicycles and bicycle parts, bicycle repair and apparel; on-line retail store services featuring products and services in the field of bicycles and bicycle parts, bicycle repair and apparel; retail store services featuring products and services in the field of bicycles and bicycle parts, bicycle repair and apparel; wholesale distributorships featuring products and services in the field of bicycles and bicycle parts, bicycle repair and apparel</p>
<p><u>PERFORMAN CE</u></p> <p>RN: 2421087 SN: 75832186</p>	<p>Renewed January 16, 2011</p>	<p>(Int'l Class: 35) on-line ordering services featuring cycling equipment, parts, accessories and apparel[and scuba diving equipment, parts, accessories and apparel]</p>

Mark	Status/Status Date	Full Goods/Services
<u>PERFORMAN CE</u> RN: 2369656 SN: 75164417	Renewed July 25, 2010	(Int'l Class: 09) sunglasses and bicycle tire pressure gauges (Int'l Class: 12) cycling equipment, namely, bicycles and structural parts therefor; cycling equipment accessories, namely, bicycle frames, handlebar, handlebars stems, grips and protective pads therefor, skewers, seats and saddles, and seat and saddle covers and pads, seat posts and binders, tires, tubes and tire pumps, bottom brackets, brake shoes, brake levers, rims, wheels and wheel covers, spokes and spoke protectors, stands, frame-mounted water bottles, water bottle cages, saddle bags, handlebar bags, seat bags, pannier bags and packs, crossbar protective sweat covers; auto accessories, namely, vehicle-mounted bicycle transport racks and rails and fitted bicycle covers; bicycle storage racks and bicycle-mounted cargo racks (Int'l Class: 28) bicycling face masks and cycling training equipment, namely, bicycle training stands, rollers and stabilizers for use in stationary operation and/or maintenance of bicycles (Int'l Class: 35) retail store, wholesale distributorship, and mail-order catalog services in the field of bicycles and cycle equipment, parts, accessories and apparel
<u>PERFORMAN CE BICYCLE</u> RN: 2039130 SN: 75100365 Disclaimer: "BICYCLE"	Renewed February 18, 2017	(Int'l Class: 42) retail store and mail order catalog services in the field of bicycles and bicycling equipment, parts, accessories and apparel
<u>PERFORMAN CE BICYCLE</u> RN: 2421089 SN: 75832188 Disclaimer: "BICYCLE"	Renewed January 16, 2011	(Int'l Class: 35) on-line ordering services featuring cycling equipment, parts, accessories and apparel

Mark	Status/Status Date	Full Goods/Services
<u>PERFORMAN CE BICYCLE SHOP</u> RN: 2479208 SN: 75832360 Disclaimer: "BICYCLE SHOP"	Renewed August 21, 2011	(Int'l Class: 35) retail store services in the field of bicycles and cycle equipment, parts, accessories and apparel (Int'l Class: 37) bicycle repair services
<u>TEAM PERFORMAN CE</u> RN: 2519604 SN: 76067803 Disclaimer: "TEAM"	Renewed December 18, 2011	(Int'l Class: 35) frequent purchase club services in the field of cycling
<u>NASHBAR</u> RN: 4109522 SN: 85038890	Registered 8 & 15 February 16, 2018	(Int'l Class: 35) catalog ordering service featuring products and services in the field of bicycles and bicycle parts, bicycle repair and apparel; electronic catalog services featuring products and services in the field of bicycles and bicycle parts, bicycle repair and apparel; on-line retail store services featuring products and services in the field of bicycles and bicycle parts, bicycle repair and apparel

Australia Trademark Registration

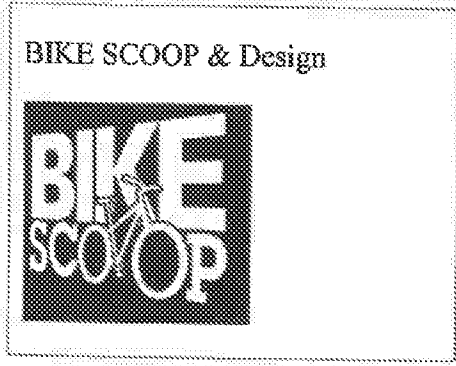
Mark	Status/Status date	Goods and Services Description
PERFORMA NCE BICYCLE RN: 1869196 AN: 1869196	Registered: August 28, 2017	(Int'l Class: 35) Retail store services in the field of bicycles and cycle equipment, parts, accessories and apparel

Mexico Trademark Registration

Mark	Status/Status date	Goods/Services
PERFORMANCE BICYCLE RN: 1812764 AN: M1920473	Mexico Registered Last Status Received: Registered	(Translation) (Int'l Class: 35) retail services in the field of bicycles and cycling equipment, parts, accessories and clothing.

Common law trademarks:

Mark
BIKE SCOOP
BIKE NASHBAR



TRADEMARK

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