

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialized Bicycle Components, Inc.		10/25/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Globe motem LLC		
Street Address:	15130 Concord Circle		
City:	Morgan Hill		
State/Country:	CALIFORNIA		
Postal Code:	95037		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2151070	GLOBE	
CORRESPONDENCE DATA			
Fax Number:	6082519166		
<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:	608-251-5000		
Email:	tm-dept@quarles.com, julie.hughes@quarles.com		
Correspondent Name:	Quarles & Brady LLP		
Address Line 1:	33 East Main Street, Suite 900		
Address Line 2:	Lori S. Meddings		
Address Line 4:	Madison, WISCONSIN 53703		
NAME OF SUBMITTER:	Lori S. Meddings		
SIGNATURE:	/Lori S. Meddings/		
DATE SIGNED:	11/27/2019		
Total Attachments: 6			
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TRADEMARK PURCHASE AND ASSIGNMENT FOR GLOBE

This TRADEMARK PURCHASE AND ASSIGNMENT ("Agreement") is between **Specialized Bicycle Components, Inc.**, a California corporation with a principal address of business at 15130 Concord Circle, Morgan Hill, California 95037 ("Assignor") and **Globe motem LLC**, a Delaware limited liability company with its principal place of business at 15130 Concord Circle, Morgan Hill, California 95037 ("Assignee"), with reference to the facts and circumstances set forth below. This Agreement is effective upon execution by both the Assignor and Assignee.

WHEREAS, Assignor owns all right, title and interest in and to the GLOBE trademarks including registrations throughout the world, as identified in Schedule 1 ("GLOBE Marks"), more details of which can be found in the Microsoft Excel document labeled GLOBE Trademarks, which will be electronically sent by Assignor with the final copy of the agreement, and certain common law rights arising from the use of the GLOBE Marks in association with bicycles, bicycle tires, bicycle parts, and related goods; and

WHEREAS, Assignor has agreed to assign to Assignee, and Assignee has agreed to purchase, all of Assignor's worldwide right, title and interest in and to the GLOBE Marks, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to the GLOBE Marks, together with the goodwill of the business associated therewith and all common law and statutory right, title and interest in and to the GLOBE Marks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the GLOBE Marks throughout the world. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the GLOBE Marks, and to secure in its own name the registrations granted thereon. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the GLOBE Marks, including executing the Trademark Assignment Agreement attached hereto as Exhibit A, which will be recorded with the necessary trademark offices throughout the world.

2. Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in the GLOBE Marks free and clear of all liens, encumbrances, security interests, and restrictions on transfer; Assignor has not granted and will not grant any licenses or other rights to the GLOBE Marks to any third party; there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the GLOBE Marks; and Assignor has the rights necessary to confer the rights granted to Assignee herein.

3. Assignor further agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignment set forth above.

4. As consideration for the assignment of rights by Assignor, Assignee agrees to pay Assignor the amount of twenty thousand dollars (\$20,000), which is payable by Assignee to Assignor by wire transfer, cashier's check, or certified check, within fifteen (15) business days of final execution of this Agreement.

5. This Assignment may be executed electronically, and shall be deemed as effective as an original signature.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California.

7. Assignor and Assignee each represents and warrants that the person executing this Assignment has the full right and authority to enter into this Assignment on behalf of the party on whose behalf he or she purports to act and the full right and authority to execute all instruments provided for in this Assignment and to bind fully such party to the terms and obligations of this Assignment, and that no other person's consent is needed to transfer the Globe Marks at issue herein.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment to be made effective as of its execution by both the Assignee and Assignor.

SPECIALIZED BICYCLE COMPONENTS, INC.

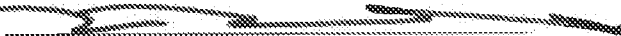
By: 

Printed Name: Edward A. Mitchell

Title: Secretary

Date: 25 October 2019

GLOBE MOTEM LLC

By: 

Printed Name: Michael W. Sinyard

Title: President

Date: 25 October 2019

SCHEDULE 1

Trademark	Country/Territory	Registration Number
GLOBE	Argentina	2363227
GLOBE	Australia	909460
GLOBE	Cambodia	44078/13
GLOBE	Canada	464705
GLOBE	China	733420
GLOBE	Colombia	410057
GLOBE	European Union	000852731
GLOBE	France	93/483718
GLOBE	Hong Kong	301611990
GLOBE	International	909460
GLOBE	Japan	4733213
GLOBE	Korea, Republic of (KR)	40-0850426
GLOBE	Mexico	463891
GLOBE	New Zealand	794001
GLOBE	Norway	167666
GLOBE	Russian Federation	389102
GLOBE	Singapore	909460
GLOBE	South Africa	2011/05229
GLOBE	Switzerland	414642
GLOBE	Taiwan	637649
GLOBE	Thailand	181108267
GLOBE	United Arab Emirates	158138
GLOBE	United States of America	2151070
GLOBE	Uruguay	33081
GLOBE	Vietnam	219801

EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "Assignment") is entered into as of 25 October 2019 by and between **Specialized Bicycle Components, Inc.**, a California corporation with a principal address of business at 15130 Concord Circle, Morgan Hill, California 95037 ("Assignor"), in favor of **Globe motem LLC**, a Delaware limited liability company with its principal place of business at 15130 Concord Circle, Morgan Hill, California 95037 ("Assignee"), with reference to the following facts and circumstances:

WHEREAS, Assignor owns all right, title and interest in and to GLOBE trademarks throughout the world, as identified in Schedule 1, and certain common law rights and goodwill arising from the use of the trademark GLOBE reflected therein ("GLOBE Marks");

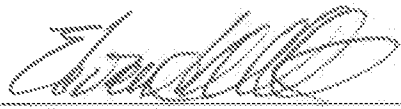
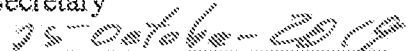
WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the GLOBE Marks.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment of GLOBE Marks. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the GLOBE Marks, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the GLOBE Marks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the GLOBE Marks, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the GLOBE Marks, and to secure in its own name the registrations granted thereon throughout the world. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the GLOBE Marks.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

SPECIALIZED BICYCLE COMPONENTS, INC.

By: 
Printed Name: Edward A. Mitchell
Title: Secretary
Date: 

SCHEDULE 1

Trademark	Country/Territory	Registration Number
GLOBE	Argentina	2363227
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GLOBE	China	733420
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GLOBE	New Zealand	794001
GLOBE	Norway	167666
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