

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553086

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900521384		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHOMP, INC.		08/30/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HIGHLINE INDUSTRIES CORPORATION		
<b>Street Address:</b>	12801 CARMENITA ROAD		
<b>City:</b>	SANTA FE SPRINGS		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90670		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87925430	MADNESS EXTREMELY FOOLISH BEHAVIOR	
<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>			
<b>Email:</b>	trademark@raklaw.com		
<b>Correspondent Name:</b>	Irene Y. Lee		
<b>Address Line 1:</b>	12424 Wilshire Blvd, 12th fl.		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025		
<b>ATTORNEY DOCKET NUMBER:</b>	3620-25-US27		
<b>NAME OF SUBMITTER:</b>	Adam Kummins		
<b>SIGNATURE:</b>	/Adam Kummins/		
<b>DATE SIGNED:</b>	12/12/2019		
<b>Total Attachments: 7</b>			
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## Assignment of Intellectual Property Rights

This Assignment of Intellectual Property Rights (this "Assignment") is made and entered into as of August 30, 2019 by and among: (i) HIGHLINE INDUSTRIES CORPORATION., a Delaware corporation ("Buyer"), (ii) CHOMP, INC., a California corporation (formerly Skateboard World Industries, Inc.) ("Chomp"), and (iii) GLOBE INTERNATIONAL LTD., a company limited by shares incorporated under the laws of Australia ("Globe" and together with Chomp, collectively the "Assignors" and each an "Assignor").

WHEREAS, Buyer, Chomp, Dwindle Inc., a California Corporation ("Dwindle"), and Osata Enterprises, Inc., a California corporation ("Osata" and collectively with Chomp and Dwindle, the "Sellers") have entered into that certain Asset Purchase Agreement, dated as of August 9, 2019 (the "Purchase Agreement");

WHEREAS, the Purchase Agreement was amended by that certain First Amendment to Asset Purchase Agreement, dated as of the date hereof, by and among Buyer and Sellers (the "Amendment" and together with the Purchase Agreement, the "Agreement") to include the purchase of additional intellectual property owned by Chomp and Globe;

WHEREAS, Globe is an affiliate of the Sellers; and

WHEREAS, under the terms of the Agreement, the Sellers, whose businesses are ongoing and existing, have agreed to, among other things, assign to Buyer all of Assignors' right, title and interest in and to the Seller Intellectual Property (other than Seller Intellectual Property that is an Excluded Asset) (as such terms are defined in the Agreement), including without limitation the intellectual property rights set forth on Schedule A to this Assignment.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Agreement.
2. Assignors do hereby convey, transfer, assign and deliver absolutely and forever to Buyer all of Assignors' right, title and interest in and to (i) the intellectual property rights set forth on Schedule A (collectively, the "Assigned IP"), (ii) any and all registered Assigned IP and previously filed applications for registration for Assigned IP, (iii) the right to apply for new registrations for the Assigned IP, (iv) the right to prosecute, maintain, enforce, use and otherwise exploit the Assigned IP, (v) all income, royalties, damages, and payments hereafter due or payable to Assignors with respect to the Assigned IP, including without limitation the right to sue for past, present or future infringement, misappropriation or dilution of any of the Assigned IP, (vi) all goodwill of the Business associated with the Assigned IP, and (vii) all rights in and under the Assigned IP to the fullest extent allowed by law as fully as Assignors would have held the same in the absence of this Assignment.
3. Assignors hereby request the Commissioner of Patents and Trademarks, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Buyer as the owner of the patents, trademarks, copyrights, or other Assigned IP (as applicable) transferred to Buyer hereunder, and to issue any and all patents, trademarks, copyrights or other Assigned IP (as applicable) transferred to Buyer hereunder to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives. Assignors hereby covenant and agree that, at any time and from time to time forthwith upon the written request of Buyer, Assignors shall (i) use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or

cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Assignment, (ii) execute any documents, deeds, assignments (including short-form assignment agreements for purposes of recordation), transfers, assurances, instruments or conveyances of any kind which may be reasonably necessary or advisable to convey, transfer, assign and deliver unto and vest in Buyer title to all of Assignors' right in and to the Assigned IP, and (iii) cooperate with Buyer in connection with the foregoing. If an Assignor does not respond to Buyer's reasonable request for signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned IP as provided under this Assignment within 14 days after receipt of such request, such Assignor hereby irrevocably designates and appoints Buyer and Buyer's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned IP, all with the same legal force and effect as if executed by such Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. This Assignment is subject in all respects to the terms and conditions of the Agreement and is intended only to document the assignment of the Assigned IP under the Agreement. Nothing contained in this Assignment shall be deemed to supersede any of the limitations, obligations, agreements, representations, covenants or warranties of Sellers and Buyer contained in the Agreement. For the avoidance of doubt, this Assignment shall not be deemed in any way to supersede that certain Assignment of Intellectual Property Rights, dated as of August 9, 2019, by and among Buyer, Chomp, Dwindle and Globe.

5. This Assignment (and any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of Delaware without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that this Assignment shall be legally binding upon the electronic transmission, including by facsimile or email, by each party of a signed signature page to this Assignment to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

[Remainder of page intentionally left blank.]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 30<sup>th</sup> day of August, 2019.

CHOMP, INC.

By: *Matthew Hill*  
Name Printed: Matthew Hill  
Title: Chief Financial officer  
Date: \_\_\_\_\_

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 30<sup>th</sup> day of August, 2019.

GLOBE INTERNATIONAL LTD.

By: *Matthew Hill*  
Name Printed: Matthew Hill  
Title: Chief Executive officer  
Date: \_\_\_\_\_

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

HIGHLINE INDUSTRIES CORPORATION

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CHOMP, INC.

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

GLOBE INTERNATIONAL LTD.

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 5 day of ~~September~~ 2019.

HIGHLINE INDUSTRIES CORPORATION

By: Nicholas A. Schultz

Name Printed: Nick Schultz

Title: President and Chief Financial Officer

Date: September 5, 2019

**SCHEDULE A TO ASSIGNMENT**

**TRADEMARK APPLICATIONS AND TRADEMARK REGISTRATIONS**

<b>NO.</b>	<b>TRADEMARK</b>	<b>TERRITORY</b>	<b>APPLICATION NUMBER</b>
1.	MADNESS EXTREMELY FOOLISH BEHAVIOR	USA	87925430
2.	MADNESS EXTREMELY FOOLISH BEHAVIOR	Australia	1973106
3.	MADNESS EXTREMELY FOOLISH BEHAVIOR	Canada	1906066
4.	MADNESS EXTREMELY FOOLISH BEHAVIOR	European Union	17995232

**DOMAIN NAMES**

<https://madnessskateboards.com>



## SOCIAL MEDIA ACCOUNTS

1. <https://www.instagram.com/madnessskateboards/>
2. <https://www.facebook.com/MadnessSkateboards>
3. <https://twitter.com/madnessEFB>
4. <https://www.youtube.com/madnessskateboards>