

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563970

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900522789		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motion Science, LLC		11/06/2019	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Shock Doctor, Inc.		
Street Address:	11488 Slater Avenue		
City:	Fountain Valley		
State/Country:	CALIFORNIA		
Postal Code:	92708		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5488515	SOLE LAB	
Registration Number:	5678957	SOLE LAB	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127667000		
Email:	trademark@faegredrinker.com		
Correspondent Name:	Jodi DeSchane/Sarah House		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	473893.718		
NAME OF SUBMITTER:	Sarah M. House		
SIGNATURE:	/Sarah M House/		
DATE SIGNED:	02/26/2020		
Total Attachments: 11			
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made as of November 6, 2019, by and between SHOCK DOCTOR, INC., dba UNITED SPORTS BRANDS, a Delaware corporation ("Buyer"), SOLE LAB, LLC, an Oregon limited liability company ("Sole Lab"), MOTION SCIENCE, LLC, an Oregon limited liability company ("Motion Science") and collectively with Sole Lab, "Seller") and, solely for Sections 6.2, 6.6 and 6.7, DYNAMIC FOAM PRODUCTS, INC., a Colorado corporation ("DFP").

RECITALS:

A. Seller manufactures and sells a variety of specialty insoles for sneakers and boots under the "Sole Lab" brand name direct to consumers or through retail channels (the "Sole Lab Business").

B. Buyer desires to acquire from Seller, and Seller desires to sell to Buyer, all of the assets related to the Sole Lab Business, upon the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 **Defined Terms.** The capitalized terms referred to below have the meanings indicated (and other capitalized terms are defined elsewhere in this Agreement):

"**Affiliate**" means, with respect to any specified person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person or entity.

"**Confidential Information**" means any information concerning the Sole Lab Business or the Acquired Assets that is not generally known to the public, including, without limitation, information, knowledge or data of an industrial, intellectual or technical nature that relates to the Sole Lab Business's plans, opportunities, projections and costs, customers, pricing or marketing data, finances, products, designs, processes, know-how and personnel.

"**Environmental Laws**" means all laws, rules, regulations, statutes, ordinances, decrees or orders of any Governmental Entity relating to (i) environmental contamination, (ii) exposure to, treatment, handling, possession, or disposal of Hazardous Materials, (iii) the protection of the environment, or (iv) the protection of human health and safety as it relates to the environment.

"**Governmental Entity**" means any (i) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; (iii) governmental or quasi-Governmental Entity of any nature; (iv) multi-national organization or body or (v) Person exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

“Hazardous Materials” means any (a) toxic or hazardous materials or substances, (b) solid wastes, including asbestos, buried contaminants, chemicals, flammable or explosive materials, (c) radioactive materials, (d) petroleum wastes and spills or releases of petroleum products, and (e) any other chemical, pollutant, contaminant, substance or waste that is regulated by any Governmental Entity under any Environmental Law.

“Intellectual Property” means any or all of the following and all rights arising out of or associated therewith: (i) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary and confidential information, know-how, technical data and all documentation relating to any of the foregoing throughout the world and pertaining to the Sole Lab Business; (ii) all copyrights pertaining to the Sole Lab Business; (iii) all patents and patent applications and all rights thereunder pertaining to the Sole Lab Business, including divisions, continuations, continuations-in-part, reissues, reexaminations, and any extensions thereof; (iv) all United States and foreign trademarks, common law trademarks, service marks, trade names, service names, logos, slogans, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet uniform resource locations, and corporate names, together with the goodwill associated with any of the foregoing, including applications, registrations and renewals thereof throughout the world, pertaining to the Sole Lab Business and (v) any similar or equivalent rights to any of the foregoing anywhere in the world.

“Knowledge of Seller” and similar phrases mean the knowledge of Peter Daley and Katie O’Hara after reasonable inquiry and investigation.

“Legal Requirement” means any law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, judgment, order, decree, treaty, rule, regulation, ruling, determination, charge, direction or other restriction of an arbitrator or Governmental Entity.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest, assessment, deed of trust, lease, adverse claim, levy, charge, restriction on transfer, or encumbrance of any kind, or any conditional sale or title retention agreement or other agreement to give any of the foregoing in the future.

“Party” or **“Parties”** means Seller or Buyer, individually or collectively.

“Person” means any natural person, general or limited partnership, trust, decedent’s estate, corporation, limited liability company, firm, association, Governmental Entity or other legal entity.

“Transaction Documents” means this Agreement, the Bill of Sale, the IP Assignment, the Consulting Agreement and any additional documents or agreements required to be delivered pursuant this Agreement.

1.2 **Other Defined Terms.** In addition to the terms defined in Section 1.1, the following terms have the meanings indicated in the Sections set forth below:

<u>Term</u>	<u>Section</u>
Ace	Section 6.6
Acquired Assets	Section 2.1
Agreement	Introductory Paragraph

Bill of Sale	Section 7.1(b)
Buyer	Introductory Paragraph
Closing	Section 3.3
Closing Date	Section 3.3
Consulting Agreement	Section 7.1(d)
DFP	Introductory Paragraph
Disclosure Schedule	Article IV
Excluded Inventory	Section 6.4(b)
Excluded Liabilities	Section 2.3
Facility	Section 6.4
IP Assignment	Section 7.1(c)
Inventory	Section 3.4
Inventory Amount	Section 3.4
Loss or Losses	Section 8.2
Motion Science	Introductory Paragraph
Products	Section 6.6
Purchase Price	Section 3.1
Restricted Period	Section 6.2(a)
Seller	Introductory Paragraph
Sole Lab	Introductory Paragraph
Sole Lab Business	Recitals
Warranty Claims	Section 6.4

**ARTICLE II
PURCHASE AND SALE OF ASSETS**

2.1 **The Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, Seller hereby sells, assigns, transfers and conveys to Buyer as of the Closing Date, and Buyer hereby purchases from Seller, for the Purchase Price hereinafter specified, all of Seller's right, title, and interest in all of the assets of the Sole Lab Business which are listed on the attached Schedule 2.1 free and clear of all Liens (the "Acquired Assets").

2.2

2.3

[REDACTED]

4.5

[REDACTED]

4.6

[REDACTED]

4.7

[REDACTED]

4.8 **Intellectual Property.** Seller does not own any registered Intellectual Property assets related to the Sole Lab Business other than the Intellectual Property made part of the Acquired Assets and set forth on Schedule 2.1. Seller owns free and clear of all Liens or has a license to use all unregistered Intellectual Property used in the operation of its Sole Lab Business, and Seller has the right to, and this Agreement and the Transaction Documents are sufficient to, transfer to Buyer all right, title and interest in and to such Intellectual Property. There are no claims pending or, to the Knowledge of Seller, threatened against Seller by any person regarding the use of any Intellectual Property or challenging or questioning the validity or effectiveness of any such license or agreement. The operation by Seller of the Sole Lab Business does not infringe any Intellectual Property or other proprietary right of any other Person and, to the Knowledge of Seller, there is no unauthorized use, disclosure, infringement, or misappropriation of any Intellectual Property owned by Seller.

4.9

[REDACTED]

[REDACTED]

6.7

[REDACTED]

**ARTICLE VII
CLOSING DOCUMENTS**

7.1 **Buyer's Deliveries.** At the Closing, Buyer shall execute and/or deliver all of the following to Seller:

(a) [REDACTED]

[REDACTED]

(b) [REDACTED]

[REDACTED]

(c) the Intellectual Property Assignment Agreement (the "IP Assignment"), in the form attached to this Agreement as Exhibit B, duly executed by Buyer;

(d) [REDACTED]

[REDACTED]

(e) [REDACTED]

[REDACTED]

(f) [REDACTED]

[REDACTED]

7.2

[REDACTED]

(a) [REDACTED]

[REDACTED]

(b) [REDACTED]

[REDACTED];

(c) the IP Assignment, in the form attached to this Agreement as Exhibit B, duly executed by Seller;

(d) [REDACTED]

[REDACTED]

(e) [REDACTED]


[REDACTED]

REDACTED

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the day and year first above written.

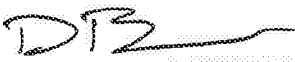
SELLER:

Motion Science, LLC


By: David Breda

Its: Manager

Sole Lab, LLC



By: David Breda

Its: Manager

Solely with Respect to Sections 6.2, 6.6 and 6.7:

DFP:

Dynamic Foam Products, Inc.


By: Peter Daley

Its: President

BUYER:

Shock Doctor, Inc. dba United Sports Brands

By: Kevin Johnson Kevin Johnson

Its: Chief Financial Officer

Exhibit B

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

[See attached]

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into as of November 6, 2019, by and between Motion Science, LLC, an Oregon limited liability company and Sole Lab, LLC, an Oregon limited liability company (collectively, "Assignor"), and Shock Doctor, Inc., dba United Sports Brands, a Delaware corporation ("Assignee").

BACKGROUND

A. Assignor is the owner of the trademarks identified on **Exhibit A** attached hereto and incorporated herein by reference (the "Intellectual Property").

B. Assignor and Assignee have executed an Asset Purchase Agreement dated as of the date hereof, by and among Assignor, Assignee and Dynamic Foam Products, Inc. (the "Purchase Agreement").

C. Assignor desires to transfer and assign all of its right, title, claim and interest in and to the Intellectual Property to Assignee pursuant to the terms of the Purchase Agreement, and Assignee desires to accept such transfer and assignment.

D. This Assignment specifically does not convey any Intellectual Property owned by Dynamic Foam Products, Inc.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement and effective as of the Closing Date (as defined in the Purchase Agreement), Assignor hereby irrevocably assigns, conveys, sells, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest of every kind and character throughout the world, including moral rights, in and to the Intellectual Property, to the full extent of Assignor's ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Intellectual Property.

2. Further Action. Upon Assignee's request, Assignor will promptly take all such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Intellectual Property.

3. No Detrimental Action. Assignor will not engage in any action detrimental to the validity of the Intellectual Property after the execution of this Agreement.

4. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

5. No Waiver. No delay, failure or waiver by either party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

6. Purchase Agreement. This Agreement is subject to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants, agreements, limitations and restrictions contained therein, all of which will survive the execution and delivery of this Agreement as and to the extent provided in the Purchase Agreement.

7. Entire Agreement. This Agreement, the Purchase Agreement and the Transaction Documents (as defined in the Purchase Agreement) constitute the entire agreements of the parties with respect to the subject matter hereof and thereof, and supersede all prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8. Governing Law; Submission to Jurisdiction, Waivers. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflict of laws that would result in the application of the laws of another jurisdiction. Each of the parties submits to the jurisdiction of any state or federal courts sitting in the County of New Castle in the State of Delaware in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto.

9. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or PDF will be effective as delivery of an executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been duly executed by the parties hereto as of the day and year first above written.

ASSIGNOR:

MOTION SCIENCE, LLC

[Signature]
By: David Breda
Its: Manager

ASSIGNEE:

SHOCK DOCTOR, INC.

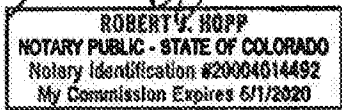
[Signature]
By:
Its:

Subscribed and sworn to before me

this 4th day of November, 2019.

[Signature]
Notary Public

[Seal]

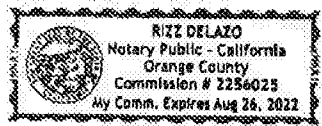


Subscribed and sworn to before me

this 6 day of November, 2019.

[Signature]
Notary Public

[Seal]



ASSIGNOR:

SOLE LAB, LLC

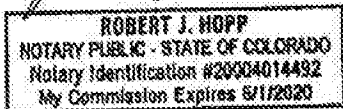
[Signature]
By: David Breda
Its: Manager

Subscribed and sworn to before me

this 4th day of November, 2019.


[Signature]
Notary Public

[Seal]



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

EXHIBIT A
TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Appln. No.	Reg. No.	Appln. Date	Reg. Date
	United States	88001014	5678957	6/14/2018	2/19/2019
SOLE LAB	[United States]	[87656621]	[5488515]	[10/23/2017]	[6/5/2018]

DMNORTH #7011208 v4