

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Active Sports, Inc.		06/12/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	CWI, Inc.		
Street Address:	250 Parkway Drive		
City:	Lincolnshire		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87918502	FRAMED BIKES	
Registration Number:	5225114	FRAMED COURSE	
Registration Number:	5673580	FRAMED	
Registration Number:	5673581	FRAMED	
Registration Number:	5673583	FRAMED BIKES	
Registration Number:	5673579	FRAMED BIKES	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	pto@nealmcdevitt.com, ndelatorre@nealmcdevitt.com, apierce@nealmcdevitt.com		
Correspondent Name:	Nicholas G. de la Torre		
Address Line 1:	1776 Ash Street		
Address Line 2:	NEAL & MCDEVITT, LLC		
Address Line 4:	Northfield, ILLINOIS 60093		
ATTORNEY DOCKET NUMBER:	62059.184		
NAME OF SUBMITTER:	Nicholas G. de la Torre		
SIGNATURE:	/ngt/		
DATE SIGNED:	06/17/2020		

OP \$165.00 87918502

Total Attachments: 5

source=ASI to CWI Assignment of FRAMED Marks RBB 20200611-NMS_Executed#page1.tif

source=ASI to CWI Assignment of FRAMED Marks RBB 20200611-NMS_Executed#page2.tif

source=ASI to CWI Assignment of FRAMED Marks RBB 20200611-NMS_Executed#page3.tif

source=ASI to CWI Assignment of FRAMED Marks RBB 20200611-NMS_Executed#page4.tif

source=ASI to CWI Assignment of FRAMED Marks RBB 20200611-NMS_Executed#page5.tif

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment") is made by Active Sports, Inc., a Minnesota corporation ("Assignor"), to CWI, Inc., a Kentucky corporation ("Assignee").

WHEREAS, Assignor owns certain trademarks including, but not limited to, those set forth on Schedule A attached hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, the Trade Marks Office of Canada, China and/or the European Union Intellectual Property Office, inter alia (together with all common law rights therein and renewals thereof, collectively, the "Trademarks" and/or the "Assigned Marks"); and

WHEREAS, Assignee is a successor to that portion of Assignee's ongoing and existing business to which the Trademarks pertain; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Assigned Marks and the goodwill associated therewith; and

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

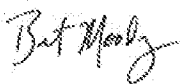
Assignor does hereby transfer, assign, convey and deliver to Assignee, free and clear of any and all liens and encumbrances (i) all right, title and interest of Assignor in, to and under the Assigned Marks and all goodwill of the business connected with the use of, and symbolized by, the Assigned Marks, including that portion of the business to which the Assigned Marks pertain, (ii) all past, present and future claims and causes of action arising out of or relating to any infringement, dilution or other violation or impairment of the foregoing, and the right to sue or otherwise recover therefor, (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, (iv) all rights of priority associated with the foregoing, and (v) all other rights accruing thereunder or pertaining thereto throughout the world, the same to be held and enjoyed by Assignee, and its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Kentucky without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Kentucky applicable hereto.

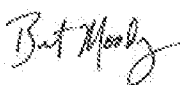
This Assignment may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the Execution Date.






ACTIVE SPORTS INC.


By:  _____
Name: Brent Moody
Title: President
Execution Date: 06/12/2020

CWI, Inc.

By:  _____
Name: Brent Moody
Title: President
Execution Date: 06/12/2020

SCHEDULE A

Trademark	Country	App No.	Reg No. (if applicable)
FRAMED BIKES & Design 	Canada	1930202	
FRAMED	Canada	1930250	
FRAMED & Design 	Canada	1930251	
FRAMED BIKES	Canada	1930252	
FRAMED BIKES & Design 	Canada	1930253	
FRAMED BIKES & Design 	China (People's Republic)	1439401	1439401
FRAMED BIKES & Design 	China (People's Republic)	1440883	
FRAMED	China (People's Republic)	1440990	

Trademark	Country	App No.	Reg No. (if applicable)
FRAMED BIKES	China (People's Republic)	1439614	
FRAMED & Design 	China (People's Republic)	1444246	
FRAMED BIKES & Design 	United States of America	87918502	
FRAMED COURSE	United States of America	76719205	5225114
FRAMED	United States of America	87919876	5673580
FRAMED & Design 	United States of America	87919890	5673581
FRAMED BIKES	United States of America	87919900	5673583
FRAMED BIKES & Design 	United States of America	87919873	5673579
FRAMED BIKES & Design 	International Registration	1439401	1439401

Trademark	Country	App No.	Reg No. (if applicable)
FRAMED BIKES & Design 	International Registration	1440883	1440883
FRAMED	International Registration	1440990	1440990
FRAMED & Design 	International Registration	1444246	1444246
FRAMED BIKES	International Registration	1439614	1439614