

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM612959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kranos Corporation		12/04/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Schutt Sports IP, LLC		
Street Address:	710 Industrial Road		
City:	Litchfield		
State/Country:	ILLINOIS		
Postal Code:	62056		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6103101	PYTHON WRAP	
Serial Number:	88336554	VIPER WRAP	
CORRESPONDENCE DATA			
Fax Number:	6152524707		
<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:	6152524639		
Email:	jne@bradley.com		
Correspondent Name:	Jacob Neu		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	215127-401004		
NAME OF SUBMITTER:	Jacob W Neu		
SIGNATURE:	/jacobwneu/		
DATE SIGNED:	12/08/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of December 4, 2020, is made by and among, one the one hand, **Kranos Corporation.**, a Delaware corporation having an address at 710 South Industrial Road, Litchfield, IL 62056, USA ("**Assignor**"), and Schutt Sports IP, LLC, a Delaware limited liability company, having an address at 710 South Industrial Road, Litchfield, IL 62056, USA ("**Assignee**"), each individually referred to as a "Party" and together as "Parties." Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Foreclosure Agreement (as defined below).

RECITALS

WHEREAS, Assignor has agreed pursuant to that certain Partial Strict Foreclosure Agreement, effective as of the date hereof, by and among: (i) Assignor, Kranos RE, Kranos IP, Kranos IP II, Kranos IP III, Kranos Diamond and Field To Field, Inc., as Borrowers; (ii) Man in the Arena, Kranos Holding, Kranos Intermediate and Kranos Acquisition Corporation, as Guarantors; (iii) Robert W. Erb, Jr. and James A. Stutts, Jr., as Pledgors; and (iv) Schutt AcquisitionCo, LLC, as the sole Lender and as the Agent under the Credit Agreement (the "**Foreclosure Agreement**"), and for good and valid considerations set forth therein, to assign the intellectual property rights identified herein to Assignee;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title, and interest in and to the following (the "**Assigned IP**"):

(a) The trademarks, service marks, trade names, and all US, foreign, or international applications and registrations for the same together with all goodwill related thereto, as identified in **Exhibit A** (the "**Trademarks**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the Patents and Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Full Title. Assignor represents and warrants that it owns, and has not assigned, transferred, licensed, or encumbered, the Assigned IP, and that it transfers the full, complete, and unencumbered title thereto.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

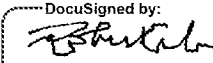
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signatures follow]

IN WITNESS WHEREOF, Assignee and Assignor have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

Kranos Corporation

By:  _____
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Name: Robert W. Erb, Jr.

Title: Chief Executive Officer

Date: 12/4/2020

WITNESS:

By: _____

Name:

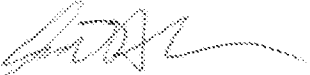
Title:

Date:

IN WITNESS WHEREOF, Assignee and Assignor have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNEE:

Schutt Sports IP, LLC

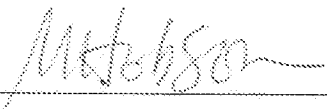
By: 

Name: Andrew Hobson

Title: President

Date:

WITNESS:

By: 

Name:

Title:

Date:

EXHIBIT A
TRADEMARKS

(see attached)

EXHIBIT A

TRADEMARKS

United States Trademark Registrations and Applications

Mark	App. No	Reg. No	Status	Filing Date	Reg. Date
PYTHON WRAP	88336573	6103101	Active	3/12/2019	7/14/2020
VIPER WRAP	88336554		Pending	3/12/2019	