

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619263

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900579567		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVOLV SPORTS & DESIGNS, LLC		06/20/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MOUNTAIN EXPERIENCE BETEILIGUNGSGESELLSCHAFT MBH		
Street Address:	Anton-MelzerStraBe 7		
City:	Innsbruck		
State/Country:	AUSTRIA		
Postal Code:	6020		
Entity Type:	Limited Liability Company: AUSTRIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3042195	OV EVOLV	
Registration Number:	3380794	OV	
Registration Number:	4231827	EVOLV	
Registration Number:	4159957	DEFY	
Registration Number:	4038304	ELEKTRA	
Registration Number:	4402386	CRUZER	
Registration Number:	4398545	YOSEMITE BUM	
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>			
Phone:	301-977-6009		
Email:	trademark@bruceweir.com		
Correspondent Name:	Bruce E. Weir		
Address Line 1:	20203 Goshen Road #385		
Address Line 4:	Gaithersburg, MARYLAND 20879		
NAME OF SUBMITTER:	Bruce E. Weir		
SIGNATURE:	/Bruce E. Weir/		

DATE SIGNED:

01/08/2021

Total Attachments: 28

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INTELLECTUAL PROPERTY CONTRIBUTION AND ASSIGNMENT AGREEMENT

This Intellectual Property Contribution and Assignment Agreement (the “**Agreement**”) is made as of June 20, 2019 (the “**Closing Date**”) by and between **EVOLV SPORTS & DESIGNS, LLC**, a limited liability company registered in the State of California under the registration number 201421810040 and having its offices at 6769, 8TH ST BUENA PARK CA 90620 (“**Evolv**”), **TRAX RUBBER, INC.**, a corporation registered in the State of California under the registration number C2690247 and having its offices at 6769, 8TH ST BUENA PARK CA 90620 (“**Trax**,” and, together with Evolv, the “**Assignors**”) and **MOUNTAIN EXPERIENCE BETEILIGUNGSGESELLSCHAFT MBH**, a limited liability company registered in the State of Austria under the registration number FN 246605f and having its offices at Anton-Melzer-Straße 7, 6020 Innsbruck, Austria (the “**Assignee**”).

The parties are referred to singularly as “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Trax is a wholly owned subsidiary of Evolv;

WHEREAS, Assignors own and operate a business of **climbing footwear**, including development, sourcing, manufacturing and distribution of climbing shoes and high-friction rubber for outsoles under several brands (the “**Business**”);

WHEREAS, Assignors have agreed to sell, and Assignee has agreed to purchase, substantially all of the assets of the Business;

WHEREAS, Assignors have agreed to sell, and Assignee has agreed to purchase, all Intellectual Property (defined below) related to the Business, upon the terms and conditions contained in this Agreement; and

WHEREAS, Assignors, Assignee, and Assignors’ counsel, Semanoff Ormsby Greenberg & Torchia, LLC (“**Escrow Agent**”), have entered into an Escrow Agreement (the “**Escrow Agreement**”) dated of even date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Assigned Rights: any and all Intellectual Property that have arisen or will arise in the name of Evolv or Trax in relation with the Business.

evolv IP: the trademarks, patents, domain names, social media and any further intellectual property listed in **Exhibit A**.

Intellectual Property: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, social media channels, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, including but not limited to the evolv IP and the Trax IP, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Trax IP: the trade marks, domain names, social media and any further intellectual property listed in **Exhibit B**.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. ASSIGNMENT

- 2.1 In consideration of the sum of [REDACTED] ("**Consideration**"), the Assignors hereby assign to the Assignee

absolutely with full title guarantee any and all his right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Intellectual Property;
- (b) any and all goodwill attaching to the Intellectual Property; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Agreement.

2.2 Insofar as the Assigned Rights do not vest under this Agreement, Assignors hold legal title in the Assigned Rights on trust for the Assignee.

2.3 To the extent that Assignors own or control (presently or in the future) any Intellectual Property that block or interfere with the rights assigned to the Assignee under this Agreement ("**Related Rights**"), Assignors hereby grant or will cause to be granted to the Assignee a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide licence (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the Assignee to exercise all of the rights assigned to the Assignee under this Agreement.

2.4 For purpose of price allocation only, the Consideration shall be split as follows:

- (a) [REDACTED]
[REDACTED] for the evolv IP;
- (b) [REDACTED] for the Trax IP.

No Party shall maintain a position in connection with filings with, or an audit by, the Internal Revenue Service or any state taxing authority, or otherwise, that is inconsistent with the allocation of the Consideration as set forth above.

3. PAYMENT OF THE CONSIDERATION

Upon execution of this Agreement, Assignee will pay the amount of the Consideration to Evolv by wire transfer or cashier's check.

4. MORAL RIGHTS

Assignors waive absolutely any moral rights arising under any law in relation to the Assigned Rights and, so far as is legally possible, any broadly equivalent rights they may have in any territory of the world.

5. WARRANTIES

Assignors warrant that:

- (a) Each Assignor is the legal and beneficial owner of, and owns all the rights and interests in, its respective Assigned Rights;
- (b) they have not licensed or assigned any of the Assigned Rights;
- (c) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (d) they are unaware of any infringement or likely infringement of any of the Assigned Rights;
- (e) all the Assigned Rights are valid and subsisting and there are no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights; and
- (f) to Assignors' knowledge, any and all exploitation of the Assigned Rights will not infringe the rights of any third party.

6. INDEMNIFICATION

- 6.1 By Assignors. Assignors hereby agree to indemnify on a dollar per dollar basis, defend, and hold Assignee and its assigns, directors, members, managers, partners, officers, and authorized representatives (collectively, the "**Assignee Indemnitees**") harmless from and against any and all claims, liabilities, obligations, costs, taxes, fees, wages, financial obligations, and expenses of every kind, including reasonable attorney fees (collectively, "**Losses**"), whether known or unknown, arising out of or related to:

- (a) Assignors' breach of the representations, warranties, covenants, or other obligations of Assignor made in this Agreement or any other agreement or document relating to this transaction; or
- (b) Assignors' breach of any representation in connection with the use, ownership, legal condition or registration of the evolv IP or the Trax IP arising on or before the Closing Date.

6.2 Cap. Notwithstanding anything in this Agreement to the contrary, Assignors' aggregate liability to the Assignee Indemnitees under Section 6.1 shall be limited to the amount of the Consideration.

6.3 Assignee's Indemnification. Assignee hereby agrees to indemnify on a dollar per dollar basis, defend, and hold Assignors harmless from and against any and all Losses, whether known or unknown, arising out of or related to Assignee's breach of the representations, warranties, covenants, or other obligations of Assignee made in this Agreement.

6.4 Notice of Claim. If any claim is asserted against a party that would give rise to a claim by that party against the other party for indemnification under the provisions of this Section, then the party to be indemnified will promptly give written notice to the indemnifying party concerning such claim and the indemnifying party will, at no expense to the indemnified party, defend the claim.

6.5 Time Limitation. Assignors' obligation to indemnify the Assignee under this Article 6 shall remain in effect until a period of three years has elapsed from the date of execution of this Agreement.

6.6 Manner of Payment. Payment of any indemnification obligations of Assignors pursuant to Section 6.1 shall be made first from the Escrow Amount (as defined in the Escrow Agreement), in accordance with the procedures set forth in the Escrow Agreement.

7. **EQUITABLE RELIEF**

7.1 The Parties acknowledge that the remedies available at law for any breach of this Agreement by a breaching Party will, by their nature, be inadequate. Accordingly, the non-breaching Party may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained. Neither Party shall require the posting of a bond prior to obtaining such equitable relief.

8. FURTHER ASSURANCE

8.1 The Assignor shall, at his own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement, including:

- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

8.2 Upon execution of this Agreement, Assignors shall execute the power of attorney templates for the transfer and registration of the evolv IP and the Trax IP, attached as **Exhibit C**.

9. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10. ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

11. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

12. SEVERANCE

12.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

12.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13. COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

13.2 Transmission of the executed signature page of a counterpart of this Agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

13.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

14. THIRD PARTY RIGHTS

No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

15. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of California.

16. JURISDICTION

Each Party irrevocably agrees that the courts of Los Angeles shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This document takes effect on the date stated at the beginning of it.

{Signature Page follows}

Signature Page of
INTELLECTUAL PROPERTY CONTRIBUTION AND ASSIGNMENT AGREEMENT

Dated:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first written above.

EVOLV SPORTS & DESIGNS, LLC



Name: Brian Chung
Title: President
Address: 6769 8th St
Buena Park CA 90620

TRAX RUBBER, INC.



Name: Brian Chung
Title: President
Address: 6769 8th St
Buena Park CA 90620

MEB Mountain Experience Beteiligungsgesellschaft mbH

Name:

Title:

Address:

EXHIBIT A

EVOLV IP

Trademarks

OV EVOLV® Trademark U.S. Reg. No. 3042195 filed February 3, 2003 in Class 25 for "Rock climbing specific footwear." Mark is live, incontestable and renewed until January 10, 2026. Owner Evolv Sports & Designs.

OV® Trademark Korean Reg. No. 4007277190000 filed September 12, 2006 in Class 25 for "Leather shoes, Golf shoes, Low Shoes, Mountaineering boots, Winter boots, Sandals, Ski Boots, Climbing clothes, Anoraks for exercises, Shorts, Children's clothing, One piece suits, Jackets, Jumpers, Blue jeans, Parkas, Waterproof clothing, Brassiers, Underwear, Underpants, Drawers(clothing), Vests, Tank tops, Winter gloves, Socks, Tights, and Caps (headwear)." Mark is live. Filed by Mun Hyung Kim. Expiry date November 7, 2027. Owner Evolv Sports & Designs.

OV EVOLV® Trademark Korean Reg. No. 4007229820000 filed September 12, 2006 in Class 25 for "Leather shoes, Golf shoes, Low Shoes, Mountaineering boots, Winter boots, Sandals, Ski Boots, Climbing clothes, Anoraks for exercises, Shorts, Children's clothing, One piece suits, Jackets, Jumpers, Blue jeans, Parkas, Waterproof clothing, Brassiers, Underwear, Underpants, Drawers (clothing), Vests, Tank tops, Winter gloves, Socks, Tights, and Caps (headwear)." Mark is live. Expiry date May 28, 2027. Owner Evolv Sports & Designs.

EVOLVE® Trademark Korean Reg. No. 4007314870000 filed February 9, 2007 in Class 18 for "Backpacks, Rucksacks for mountaineers, Bags for climbers, Hipsacks, Handbags, School Satchels, School bags, Hiking rucksacks, Hiking bags, Pocket wallets, Ticket cases, Bags for campers, Card cases [notecases], Purses, Folding briefcases, Small purses, Charm bags (omamori-ire), Small suitcases, Small backpacks, Evening handbags, Flexible bags for garments, Waist bags, Opera bags, Travelling trunks, Garment Bags for travel, Duffel bags for travel, Travelling bags, Bags for sports, Suitcases, Shoulder bags, Net Bags for shopping, Shopping bags, Valises, Small clutch purses, Attache cases, Briefcases, Beach bags, Boston bags, Business card cases, Schoolchildren's backpacks, Duffel bags, Multi-purpose purses, Handbags for men, Small bags for men, Diaper bags, Leather handbags, Leather purses, Leather key cases, Travelling cases of leather, Travelling bags {leatherware}, Briefcases {leather goods}, Leather and imitation leather bags, Bags, Portable cosmetic bags{sold empty}, Alpenstocks, Canes, and Walking sticks." Mark is live. Expiry date December 17, 2027. Owner Evolv Sports & Designs.

OV® Trademark Korean Reg. No. 4008429060000 filed November 26, 2009 in Class 18 for "bags, backpacks, chalk bags, duffles." Application filed by Nam Yeon Kwon and Young June Yang of Kim & Chang. Mark is live. Expiry date November 12, 2020. Owner Evolv Sports & Designs.

EVOLV® Trademark Korean Reg. No. 4008844860000 filed November 26, 2009 in Class 18 for “bags, backpacks, chalk bags, duffles.” Application filed by Nam Yeon Kwon and Young June Yang of Kim & Chang. Mark is live. Expiry date October 11, 2021. Owner Evolv Sports & Designs.

EVOLV® Trademark Korean Reg. No. 4008845300000 filed November 26, 2009 in Class 25 for “Footwear (shoes), shoe outsoles, parts and accessories of shoes, clothing for exclusive use in sports, hats and caps, winter masks, waterproof clothing, and belts for clothing.” Application filed by Nam Yeon Kwon and Young June Yang of Kim & Chang. Mark is live. Expiry date October 11, 2021. Owner Evolv Sports & Designs.

EVOLV® Trademark U.S. Reg. No. 4231827 filed December 30, 2009 in Class 25 for “Climbing shoes, hiking shoes, sports shoes, casual sports shoes, t-shirts, pull-overs, [and jackets].” Mark is live. Section 8/15 maintenance filings undergoing USPTO review. Owner Evolv Sports & Designs.

OV EVOLV® Trademark Chinese International Reg. No. G1058203 filed November 8, 2010 in Class 25 for “Rock climbing specific footwear.” Madrid extension from U.S. Reg. No. 3042195. Mark is live. Expected expiration November 8, 2020. Owner Evolv Sports & Designs.

OV EVOLV® Trademark European EU Reg.No. 1059062 filed November 17, 2010 in Class 25 for “Rock climbing specific footwear.” Madrid extension from U.S. Reg. No. 3042195. Mark is live. Expected expiration November 17, 2020. Owner Evolv Sports & Designs.

OV EVOLV® Trademark Japanese International Reg. No. 1059062 filed November 17, 2010 in Class 25 for “Rock climbing specific footwear.” Madrid extension from U.S. Reg. No. 3042195. Mark is live. Expected expiration November 17, 2020. Owner Evolv Sports & Designs.

DEFY® Trademark U.S. Reg. 4159957 filed March 9, 2011 in Class 25 for “Footwear, namely, rock climbing shoes.” Mark is live and incontestable. Renewal due June 20, 2022. Owner Evolv Sports & Designs.

ELEKTRA® Trademark U.S. Reg. No. 4038304 filed March 9, 2011 in Class 25 for “Footwear.” Mark is live and incontestable. Renewal due October 12, 2021. Owner Evolv Sports & Designs.

CRUZER® Trademark U.S. Reg. No. 4402386 filed on January 18, 2012 in Class 25 for “Footwear.” Mark is live. Section 8/15 filing due September 17, 2019. Owner Evolv Sports & Designs.

YOSEMITE BUM® Service Mark U.S. Reg. No. 4398545 filed on March 23, 2012 in Class 37 for “Shoe repair.” Mark is live. Section 8/15 filing due September 10, 2019. Owner Evolv Sports & Designs.

Registered Marks and Pending Applications Summary by Geography

Mark (Class)	China	Europe	Japan	Korea	U.S.A.
OV EVOLV (25)	Reg. G1058203	Reg CTM 1059062	Reg 1059062	Reg. 4007229820000	Reg. 3042195
OV (18)				Reg. 4008429060000	
OV (25)				Reg. 4007277190000	Reg. 3380794
EVOLV (18)				Reg. 4008844860000	
EVOLVE (18)				Reg. 4007314870000	
EVOLV (25)				Reg. 4008845300000	Reg. 4231827
DEFY (25)					Reg. 4159957
ELEKTRA (25)					Reg. 4038304
CRUZER (25)					Reg. 4402386
YOSEMITEBUM (37)					Reg. 4398545

Patents

MOLDED SHOE RANDS

U.S. Patent No. 8,591,784 issued on November 26, 2013. 7.5-year maintenance fees due November 26, 2020. Owner Evolve Sports & Designs.

FOOTWEAR

U.S. Provisional Patent App. Ser. No. 62/698,252 filed July 15, 2018, expires July 15, 2019. Owner Evolve Sports & Designs.

Evolv Controlled Social Media Accounts

Social Media Account	Link
Evolv Instagram	https://www.instagram.com/evolv_worldwide/
Evolv Facebook	https://www.facebook.com/Evolv/
Evolv Youtube	https://www.youtube.com/user/EvolvSports
Evolv Twitter	https://twitter.com/evolv_worldwide
Evolv Vimeo	https://vimeo.com/evolvsports

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Yosemite Bum Resole Instagram	https://www.instagram.com/yosemitebum/
Yosemite Bum Resole Facebook	https://www.facebook.com/yosemitebum

Website Registrations

USA Evolv & Yosemitebum & Trax	Website
	www.evolvsports.com
	www.teamevolv.com
	www.yosemitebum.com
	www.traxrubber.com
	www.climbingresole.com
	www.climbingshoeresoles.com
	www.climbingshoeresoling.com
	www.rockclimbingshoeresole.com
	www.rockclimbing-shoes.com
	www.evolvteam.com
	www.evolv.org
	www.evolvusa.com
	www.evolvclimbing.com
	www.evolveclimbing.com
Europe Evolv	Website
	www.evolvsports.de
	www.evolvsports.es
	www.evolvsports.it
	www.evolvsports.nl
	www.evolvsports.be

EXHIBIT B

TRAX IP

Trademarks

TRAX® Trademark U.S. Reg. No. 2952545 filed February 3, 2003 in Class 17 for “Synthetic rubber (sheet or molded) or rubber parts with high traction and friction properties used in manufacture of shoes for rock climbing, hiking, trekking, sandals [and slippers] and various sports shoes [and for use in anti-skid surfaces and shock absorption].” Mark is live, incontestable and renewed until May 17, 2025. Owner Trax Rubber, Inc.

TRAX® Trademark Korean Reg. No. 4006525820000 filed December 16, 2004 in Class 17 for entire class list. Application filed by Wan Goo Ro of Mirotec. Mark is live and renewed until February 23, 2026. Owner Trax Rubber, Inc.

TRAX® Trademark Korean Reg. No. 4008717650000 filed October 8, 2009 in Class 25 for “Clothing, money belts (clothing), clothing for exclusive use in sports, outerclothing, overcoats (except clothing for exclusive use in sports and traditional Korean clothes), traditional Korean clothes, underwear, sweaters, shirts, mufflers, neckties, shawls, scarves, winter ear muffs, socks, stockings, footmuffs, winter gloves, babies' diapers of textile, hats and caps, winter masks, waterproof clothing, and belts for clothing.” Application filed by Nam Yeon Kwon and Young June Yang of Kim & Chang. Mark is live. Expiry date July 6, 2021. Partial revocation on September 18, 2018. Owner Trax Rubber, Inc.

TRAX Trademark U.S. App. Ser. No. 77867488 filed November 6, 2009 in Class 25 for “Shoe soles.” Abandoned May 28, 2010 because of threatened oppositions.

TRAX® Trademark European EU Reg. No. 1022942 filed November 17, 2009 in Class 17 for “Synthetic rubber (sheet or molded) or rubber parts with high traction and friction properties used in manufacture of shoes for rock climbing, hiking, trekking, sandals and slippers and various sports shoes and for use in anti-skid surfaces and shock absorption; none of the above relating to or in the nature of hoses.” Madrid extension from U.S. Reg. No. 2952545. Mark is live. Expected expiration November 17, 2019. Owner Trax Rubber Inc.

TRAX® Trademark Japanese International Reg. No. 1022942 filed November 8, 2010 in Class 17 for “Synthetic rubber (sheet or molded) or rubber parts with high traction and friction properties used in manufacture of shoes for rock climbing, hiking, trekking, sandals and slippers and various sports shoes and for use in anti-skid surfaces and shock absorption.” Madrid extension from U.S. Reg. No. 2952545. Mark is live. Expected expiration November 17, 2019. Owner Trax Rubber Inc.

TRAX® Trademark Chinese International Reg. No. G1022942 filed November 8, 2010 in Class 17 for “Synthetic rubber (sheet or molded) or rubber parts with high traction and friction properties used in manufacture of shoes for rock climbing, hiking, trekking, sandals and slippers and various sports shoes

and for use in anti-skid surfaces and shock absorption.” Madrid extension from U.S. Reg. No. 2952545. Mark is live. Expected expiration November 17, 2019. Owner Trax Rubber, Inc.

TRAX® Trademark Japanese Reg. No. 5421097 filed November 30, 2010 in Class 25 for “Shoe soles of synthetic rubber and other shoe soles, Shoes and boots; Boots for sports.” Mark is live. Expected expiration June 24, 2021. Owner Trax Rubber Inc.

TRAX® Trademark Korean Reg. No. 4009267430000 filed December 8, 2010 in Class 17 for entire class list. Application filed by Nam Yeon Kwon and Young June Yang of Kim & Chang. Mark is live. Expiry date July 10, 2022. Owner Trax Rubber Inc.

TRAX® Trademark Korean Reg. No. 4013292080000 filed November 1, 2016 in Class 25 for footwear, shoes, soles for footwear, shoe outsoles, inner soles, tips for footwear, heelpieces for footwear, non-slipping devices for footwear, fittings of metal for shoes and boots. Application filed by KWON, Nam Yeon; YANG, Young June and Lee Gill Sang of Kim & Chang. Mark is live. Expiry date February 7, 2028. Owner Trax Rubber Inc.

Registered Marks and Pending Applications Summary by Geography

Mark (Class)	China	Europe	Japan	Korea	U.S.A.
TRAX (17)	Reg. G1022942	Reg CTM 1022942	Reg. 1022942	Reg. 4006525820000 Reg. 4009267430000	Reg. 2952545
TRAX (25)			Reg. 5421097	Reg. 4008717650000 Reg. 4013292080000	

Patents

None.

TRAX Controlled Social Media Accounts

None.

Website Registrations

Website	Notes

www.traxrubber.com	Domain was purchased and is continuously renewed and maintained by Evolv.
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EXHIBIT C

FORM OF POWER OF ATTORNEY

POWER OF ATTORNEY

The undersigned **EVOLV SPORTS & DESIGNS, LLC**, a limited liability company registered in the State of California under the registration number 201421810040 and having its offices at 6769, 8TH ST BUENA PARK CA 90620, do hereby appoint and authorize **MOUNTAIN EXPERIENCE BETEILIGUNGSGESELLSCHAFT MBH**, a limited liability company registered in the State of Austria under the registration number FN 246605f and having its offices at Anton-Melzer-Straße 7, 6020 Innsbruck, Austria, as my/our lawful attorney, to handle on my/our behalf all necessary proceedings for transfer, filing and registration of the Intellectual Property listed in Exhibit 1.


This power of attorney confers the exclusive, unlimited and non-revocable authority to file any application of registration, transfer and assignment of the Intellectual Property listed in Exhibit 1, to lodge a trial against a rejection of said application, to lodge an administrative petition or a suit against an administrative action or a ruling, to withdraw or abandon said petition, opposition, demand, administrative petition or suit, and to perform all necessary acts as the trademark owner or registrar, and to perform all necessary acts under the pertinent provisions of the any applicable trademark law.

By my signature below, I hereby affirm that I have legitimate authority to sign power of attorney on behalf of the legal entity.

Dated this 20th day of June 2019

EVOLV SPORTS & DESIGNS, LLC

Signed by
Name
Title



Brian Chung
President

Exhibit 1

EVOLV IP

Trademarks

OV EVOLV® Trademark U.S. Reg. No. 3042195 filed February 3, 2003 in Class 25 for “Rock climbing specific footwear.” Mark is live, incontestable and renewed until January 10, 2026. Owner Evolv Sports & Designs.

OV® Trademark Korean Reg. No. 4007277190000 filed September 12, 2006 in Class 25 for “Leather shoes, Golf shoes, Low Shoes, Mountaineering boots, Winter boots, Sandals, Ski Boots, Climbing clothes, Anoraks for exercises, Shorts, Children's clothing, One piece suits, Jackets, Jumpers, Blue jeans, Parkas, Waterproof clothing, Brassiers, Underwear, Underpants, Drawers(clothing), Vests, Tank tops, Winter gloves, Socks, Tights, and Caps (headwear).” Mark is live. Filed by Mun Hyong Kim. Expiry date November 7, 2027. Owner Evolv Sports & Designs.

OV EVOLV® Trademark Korean Reg. No. 4007229820000 filed September 12, 2006 in Class 25 for “Leather shoes, Golf shoes, Low Shoes, Mountaineering boots, Winter boots, Sandals, Ski Boots, Climbing clothes, Anoraks for exercises, Shorts, Children's clothing, One piece suits, Jackets, Jumpers, Blue jeans, Parkas, Waterproof clothing, Brassiers, Underwear, Underpants, Drawers (clothing), Vests, Tank tops, Winter gloves, Socks, Tights, and Caps (headwear).” Mark is live. Expiry date May 28, 2027. Owner Evolv Sports & Designs.

EVOLVE® Trademark Korean Reg. No. 4007314870000 filed February 9, 2007 in Class 18 for “Backpacks, Rucksacks for mountaineers, Bags for climbers, Hipsacks, Handbags, School Satchels, School bags, Hiking rucksacks, Hiking bags, Pocket wallets, Ticket cases, Bags for campers, Card cases [notecases], Purses, Folding briefcases, Small purses, Charm bags (omamori-ire), Small suitcases, Small backpacks, Evening handbags, Flexible bags for garments, Waist bags, Opera bags, Travelling trunks, Garment Bags for travel, Duffel bags for travel, Travelling bags, Bags for sports, Suitcases, Shoulder bags, Net Bags for shopping, Shopping bags, Valises, Small clutch purses, Attache cases,

Briefcases, Beach bags, Boston bags, Business card cases, Schoolchildren's backpacks, Duffel bags, Multi-purpose purses, Handbags for men, Small bags for men, Diaper bags, Leather handbags, Leather purses, Leather key cases, Travelling cases of leather, Travelling bags {leatherware}, Briefcases {leather goods}, Leather and imitation leather bags, Bags, Portable cosmetic bags{sold empty}, Alpenstocks, Canes, and Walking sticks." Mark is live. Expiry date December 17, 2027. Owner Evolv Sports & Designs.

OV® Trademark Korean Reg. No. 4008429060000 filed November 26, 2009 in Class 18 for "bags, backpacks, chalk bags, duffles." Application filed by Nam Yeon Kwon and Young June Yang of Kim & Chang. Mark is live. Expiry date November 12, 2020. Owner Evolv Sports & Designs.

EVOLV® Trademark Korean Reg. No. 4008844860000 filed November 26, 2009 in Class 18 for "bags, backpacks, chalk bags, duffles." Application filed by Nam Yeon Kwon and Young June Yang of Kim & Chang. Mark is live. Expiry date October 11, 2021. Owner Evolv Sports & Designs.

EVOLV® Trademark Korean Reg. No. 4008845300000 filed November 26, 2009 in Class 25 for "Footwear (shoes), shoe outsoles, parts and accessories of shoes, clothing for exclusive use in sports, hats and caps, winter masks, waterproof clothing, and belts for clothing." Application filed by Nam Yeon Kwon and Young June Yang of Kim & Chang. Mark is live. Expiry date October 11, 2021. Owner Evolv Sports & Designs.

EVOLV® Trademark U.S. Reg. No. 4231827 filed December 30, 2009 in Class 25 for "Climbing shoes, hiking shoes, sports shoes, casual sports shoes, t-shirts, pull-overs, [and jackets]." Mark is live. Section 8/15 maintenance filings undergoing USPTO review. Owner Evolv Sports & Designs.

OV EVOLV® Trademark Chinese International Reg. No. G1058203 filed November 8, 2010 in Class 25 for "Rock climbing specific footwear." Madrid extension from U.S. Reg. No. 3042195. Mark is live. Expected expiration November 8, 2020. Owner Evolv Sports

& Designs.

OV EVOLV® Trademark European EU Reg.No. 1059062 filed November 17, 2010 in Class 25 for "Rock climbing specific footwear." Madrid extension from U.S. Reg. No. 3042195. Mark is live. Expected expiration November 17, 2020. Owner Evolv Sports & Designs.

OV EVOLV® Trademark Japanese International Reg. No. 1059062 filed November 17, 2010 in Class 25 for "Rock climbing specific footwear." Madrid extension from U.S. Reg. No. 3042195. Mark is live. Expected expiration November 17, 2020. Owner Evolv Sports & Designs.

DEFY® Trademark U.S. Reg. 4159957 filed March 9, 2011 in Class 25 for "Footwear, namely, rock climbing shoes." Mark is live and incontestable. Renewal due June 20, 2022. Owner Evolv Sports & Designs.

ELEKTRA® Trademark U.S. Reg. No. 4038304 filed March 9, 2011 in Class 25 for "Footwear." Mark is live and incontestable. Renewal due October 12, 2021. Owner Evolv Sports & Designs.

CRUZER® Trademark U.S. Reg. No. 4402386 filed on January 18, 2012 in Class 25 for "Footwear." Mark is live. Section 8/15 filing due September 17, 2019. Owner Evolv Sports & Designs.

YOSEMITE BUM® Service Mark U.S. Reg. No. 4398545 filed on March 23, 2012 in Class 37 for "Shoe repair." Mark is live. Section 8/15 filing due September 10, 2019. Owner Evolv Sports & Designs.

Registered Marks and Pending Applications Summary by Geography

Mark (Class)	China	Europe	Japan	Korea	U.S.A.
OV EVOLV (25)	Reg. G1058203	Reg CTM 1059062	Reg 1059062	Reg. 4007229820000	Reg. 3042195
OV (18)				Reg. 4008429060000	
OV (25)				Reg. 4007277190000	Reg. 3380794
EVOLV (18)				Reg. 4008844860000	
EVOLVE (18)				Reg. 4007314870000	
EVOLV (25)				Reg. 4008845300000	Reg. 4231827
DEFY (25)					Reg. 4159957
ELEKTRA (25)					Reg. 4038304
CRUZER (25)					Reg. 4402386
YOSEMITEBUM (37)					Reg. 4398545

Patents

MOLDED SHOE RANDS

U.S. Patent No. 8,591,784 issued on November 26, 2013. 7.5-year maintenance fees due

November 26, 2020. Owner Evolve Sports & Designs.

FOOTWEAR

U.S. Provisional Patent App. Ser. No. 62/698,252 filed July 15, 2018, expires July 15, 2019. Owner Evolve Sports & Designs.

Evolv Controlled Social Media Accounts

Social Media Account	Link
Evolv Instagram	https://www.instagram.com/evolv_worldwide/
Evolv Facebook	https://www.facebook.com/Evolv/
Evolv Youtube	https://www.youtube.com/user/EvolvSports
Evolv Twitter	https://twitter.com/evolv_worldwide
Evolv Vimeo	https://vimeo.com/evolvsports
Yosemite Bum Resole Instagram	https://www.instagram.com/yosemitebum/
Yosemite Bum Resole Facebook	https://www.facebook.com/yosemitebum

Website Registrations

USA Evolv & Yosemitebum & Trax	Website
	www.evolsports.com
	www.teamevolv.com
	www.yosemitebum.com
	www.traxrubber.com
	www.climbingresole.com
	www.climbingshoeresoles.com
	www.climbingshoeresoling.com
	www.rockclimbingshoeresole.com
	www.rockclimbing-shoes.com
	www.evolyteam.com
	www.evoly.org
	www.evolyusa.com
	www.evolyclimbing.com
	www.evolveclimbing.com
Europe Evolv	Website
	www.evolsports.de
	www.evolsports.es
	www.evolsports.it

	www.evolvsports.nl
	www.evolvsports.be

POWER OF ATTORNEY

The undersigned **TRAX RUBBER, INC.**, a corporation registered in the State of California under the registration number C2690247 and having its offices at 6769, 8TH ST BUENA PARK CA 90620, do hereby appoint and authorize **MOUNTAIN EXPERIENCE BETEILIGUNGSGESELLSCHAFT MBH**, a limited liability company registered in the State of Austria under the registration number FN 246605f and having its offices at Anton-Melzer-Straße 7, 6020 Innsbruck, Austria, as my/our lawful attorney, to handle on my/our behalf all necessary proceedings for transfer, filing and registration of the Intellectual Property listed in Exhibit 1.

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By my signature below, I hereby affirm that I have legitimate authority to sign power of attorney on behalf of the legal entity.

Dated this 20th day of June 2019

TRAX RUBBER, INC

Signed by

Name

Title

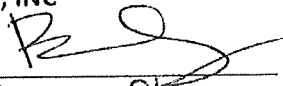

Brian Chung
President

Exhibit 1

Trademarks

TRAX® Trademark U.S. Reg. No. 2952545 filed February 3, 2003 in Class 17 for "Synthetic rubber (sheet or molded) or rubber parts with high traction and friction properties used in manufacture of shoes for rock climbing, hiking, trekking, sandals [and slippers] and various sports shoes [and for use in anti-skid surfaces and shock absorption]." Mark is live, incontestable and renewed until May 17, 2025. Owner Trax Rubber, Inc.

TRAX® Trademark Korean Reg. No. 4006525820000 filed December 16, 2004 in Class 17 for entire class list. Application filed by Wan Goo Ro of Mirotec. Mark is live and renewed until February 23, 2026. Owner Trax Rubber, Inc.

TRAX® Trademark Korean Reg. No. 4008717650000 filed October 8, 2009 in Class 25 for "Clothing, money belts (clothing), clothing for exclusive use in sports, outerclothing, overcoats (except clothing for exclusive use in sports and traditional Korean clothes), traditional Korean clothes, underwear, sweaters, shirts, mufflers, neckties, shawls, scarves, winter ear muffs, socks, stockings, footmuffs, winter gloves, babies' diapers of textile, hats and caps, winter masks, waterproof clothing, and belts for clothing." Application filed by Nam Yeon Kwon and Young June Yang of Kim & Chang. Mark is live. Expiry date July 6, 2021. Partial revocation on September 18, 2018. Owner Trax Rubber, Inc.

TRAX Trademark U.S. App. Ser. No. 77867488 filed November 6, 2009 in Class 25 for "Shoe soles." Abandoned May 28, 2010 because of threatened oppositions.

TRAX® Trademark European EU Reg. No. 1022942 filed November 17, 2009 in Class 17 for "Synthetic rubber (sheet or molded) or rubber parts with high traction and friction properties used in manufacture of shoes for rock climbing, hiking, trekking, sandals and slippers and various sports shoes and for use in anti-skid surfaces and shock absorption; none of the above relating to or in the nature of hoses." Madrid extension

from U.S. Reg. No. 2952545. Mark is live. Expected expiration November 17, 2019. Owner Trax Rubber Inc.

TRAX® Trademark Japanese International Reg. No. 1022942 filed November 8, 2010 in Class 17 for "Synthetic rubber (sheet or molded) or rubber parts with high traction and friction properties used in manufacture of shoes for rock climbing, hiking, trekking, sandals and slippers and various sports shoes and for use in anti-skid surfaces and shock absorption." Madrid extension from U.S. Reg. No. 2952545. Mark is live. Expected expiration November 17, 2019. Owner Trax Rubber Inc.

TRAX® Trademark Chinese International Reg. No. G1022942 filed November 8, 2010 in Class 17 for "Synthetic rubber (sheet or molded) or rubber parts with high traction and friction properties used in manufacture of shoes for rock climbing, hiking, trekking, sandals and slippers and various sports shoes and for use in anti-skid surfaces and shock absorption." Madrid extension from U.S. Reg. No. 2952545. Mark is live. Expected expiration November 17, 2019. Owner Trax Rubber, Inc.

TRAX® Trademark Japanese Reg. No. 5421097 filed November 30, 2010 in Class 25 for "Shoe soles of synthetic rubber and other shoe soles, Shoes and boots; Boots for sports." Mark is live. Expected expiration June 24, 2021. Owner Trax Rubber Inc.

TRAX® Trademark Korean Reg. No. 4009267430000 filed December 8, 2010 in Class 17 for entire class list. Application filed by Nam Yeon Kwon and Young June Yang of Kim & Chang. Mark is live. Expiry date July 10, 2022. Owner Trax Rubber Inc.

TRAX® Trademark Korean Reg. No. 4013292080000 filed November 1, 2016 in Class 25 for footwear, shoes, soles for footwear, shoe outsoles, inner soles, tips for footwear, heelpieces for footwear, non-slipping devices for footwear, fittings of metal for shoes and boots. Application filed by KWON, Nam Yeon; YANG, Young June and Lee Gill Sang of Kim & Chang. Mark is live. Expiry date February 7, 2028. Owner Trax Rubber Inc.

Registered Marks and Pending Applications Summary by Geography

Mark (Class)	China	Europe	Japan	Korea	U.S.A.
TRAX (17)	Reg. G1022942	Reg CTM 1022942	Reg. 1022942	Reg. 4006525820000 Reg. 4009267430000	Reg. 2952545
TRAX (25)			Reg. 5421097	Reg. 4008717650000 Reg. 4013292080000	

Patents

None.

TRAX Controlled Social Media Accounts

None.

Website Registrations

Website	Notes
www.traxrubber.com	Domain was purchased and is continuously renewed and maintained by Evolv.