TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM627890

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900584204

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kranos IP Corporation		12/04/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Schutt Sports IP, LLC
Street Address:	710 South Industrial Rd
City:	Litchfield
State/Country:	ILLINOIS
Postal Code:	62056
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85479431	VENGEANCE
Serial Number:	78979060	DNA
Serial Number:	78287997	DNA
Serial Number:	78150931	AIR
Serial Number:	76264919	RECRUIT
Serial Number:	76237196	SCHUTT
Serial Number:	76232753	ADVANTAGE
Serial Number:	75655497	S
Serial Number:	75271342	TUFF-PLAY
Serial Number:	75267806	JR PRO
Serial Number:	75268040	LIGHTNING
Serial Number:	75267875	JR BLOCKER
Serial Number:	75268048	HOLLYWOOD BASES
Serial Number:	75267936	TORNADO
Serial Number:	74055033	JACK CORBETT
Serial Number:	74055028	HOLLYWOOD IMPACT
Serial Number:	73770119	AIR
Serial Number:	72312504	SUPER-PRO

TRADEMARK REEL: 007200 FRAME: 0876

900598473

CORRESPONDENCE DATA

Fax Number: 6152524707

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.

Phone: 6152524639 Email: jneu@bradley.com

Correspondent Name: Jacob Neu

Address Line 1: 1600 Division Street

Address Line 2: Suite 700

Address Line 4: Nashville, TENNESSEE 37205

ATTORNEY DOCKET NUMBER:	215127-401004
NAME OF SUBMITTER:	Jacob W Neu
SIGNATURE:	/jacobwneu/
DATE SIGNED:	02/23/2021

Total Attachments: 12

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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 IP 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) Kranos Corporation, Kranos RE, Assignor, 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. <u>Assignment</u>. 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 patents, patent applications, and all nonprovisionals, issuances, divisionals, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, or claiming priority thereto, including any and all foreign counterparts, as identified in **Exhibit A** (the "**Patents**");
 - (b) 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 B** (the "**Trademarks**");
 - (c) 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;
 - (d) 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
 - (e) 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

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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. <u>Full Title.</u> 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. <u>Counterparts</u>. 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. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. 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]

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

ASSIGNOR:
Kranos IP Corporation
By: CFEA7B2D80FA420
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 PATENTS

(see attached)

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EXHIBIT A

PATENTS

United States Patents

Patent No.	Title	Date Issued
D704899	Faceguard	2014-05-13
D736296	Video camera housing for football helmet	2015-08-11
D747046	Faceguard	2016-01-05
D747555	Lacrosse helmet	2016-01-12
D748346	Faceguard	2016-01-26
D750530	Chin strap buckle sleeve	2016-03-01
D751136	Video camera power source housing for helmet	2016-03-08
D753346	Helmet	2016-04-05
D836253	Football helmet shell	2018-12-18
D844256	Helmet face guard twist-release mount	2019-03-26
RE47868	Football helmet shell	2020-02-25
6519782	Baseball catcher's chest protector	2003-02-18
6687912	Baseball catcher's shin guard	2004-02-10
6763524	Titanium wire face guard	2004-07-20
7229367	Quick connect basketball practice device	2007-06-12
7475453	Buckle	2009-01-13
8069498	Protective arrangement	2011-12-06
8070631	System and method for quick release base for baseball and	2011-12-06
	softball	
8146178	Quick release faceguard retainer	2012-04-03
8201269	TPU/foam jaw pad	2012-06-19
8209784	Helmet with an attachment mechanism for a faceguard	2012-07-03
8387164	Plastic foam helmet pad	2013-03-05
8499366	Helmet with shell having raised central channel	2013-08-06
8517865	No zone pitcher's practice apparatus	2013-08-27
8544117	Ventilated air liner for a helmet	2013-10-01
8819871	Helmet with partial turn faceguard mounting	2014-09-02
9066550	Pivoting dual chin strap snap feature for football helmet	2015-06-30
9131744	Football helmet	2015-09-15
9154676	Video camera housing for football helmet	2015-10-06
9265297	Face guard retaining device	2016-02-23
9326561	Helmet	2016-05-03
9398783	Helmet with shell having raised central channel and ear holes	2016-07-26
	with abutting slopped banks	

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Patent No.	Title	Date Issued
9486028	Chin strap buckle assembly for sports helmet	2016-11-08
9498014	Protective helmet	2016-11-22
9566497	Batting helmet	2017-02-14
9622533	Single-layer padding system	2017-04-18
9743702	Catcher's helmet	2017-08-29
9833033	Football helmet with faceguard having raised eyebrow areas	2017-12-05
9833684	Sports helmet with liner system	2017-12-05
9943747	Liner assembly for a protective helmet	2018-04-17
9961953	Helmet faceguard retaining device	2018-05-08
10085509	Catcher's helmet with face guard having raised eyebrow areas	2018-10-02
10098406	Football helmet with faceguard having raised eyebrow areas	2018-10-16
10201206	Lacrosse helmet	2019-02-12
10258098	Football helmet with cheek supports	2019-04-16
10258100	Football helmet with raised plateau	2019-04-16
10285466	Football helmet with shell section defined by a non-linear channel	2019-05-14
10292448	Catcher's helmet with face guard having raised eyebrow areas	2019-05-21
10357075	Impact attenuation system for a protective helmet	2019-07-23
10376001	Sports shoulder pads having epaulettes containing slow-response foam inserts	2019-08-13
10376011	Football helmet with raised plateau	2019-08-13
10448691	Football helmet with movable flexible section	2019-10-22
10470514	Football helmet with movable shell segment	2019-11-12
10470515	Football helmet with pressable front section	2019-11-12
10470516	Impact attenuation system for a protective helmet	2019-11-12
10583346	Liner assembly for a protective helmet	2020-03-10
10632360	Sports helmet with liner system	2020-04-28
10736372	Impact attenuation system for a protective helmet	2020-08-11
10757994	Catcher's helmet	2020-09-01
10813403	Football helmet having exceptional impact performance	2020-10-27

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Pending United States Applications

Ser. No.	Earliest Publication No.	Title	Filing Date	Status
14/663,950	US 2016-0270473 A1	Mechanically-	03-20-2015	Allowed. Issue
		Fastened TPU Jaw		fee due 1/11/21
		Pad		
15/855,876	US 2018-0343953 A1	HELMET WITH	12-27-2017	Pending
		FLOATING		
		SHELL PLATES		
16/161,193	US 2019-0045872 A1	IMPACT	10-16-2018	Pending
		ATTENUATION		
		SYSTEM FOR A		
		PROTECTIVE		
		HELMET		
16/289,609	US 2020-0275721 A1	SPORTS	02-28-2019	Final rejection.
		HELMET WITH		Response due
		INTEGRATED		1/1/21
		LINER AIR		
		PUMP		
16/369,389	US 2019-0223536 A1	FOOTBALL	03-29-2019	Pending
		HELMET WITH		
		CHEEK		
		SUPPORTS		
16/453,108	US 2019-0313711 A1	SPORTS	06-26-2019	Pending
		SHOULDER		
		PADS WITH		
		HYBRID FOAM		
		BODY PAD		
16/815,861	US 2020-0205503 A1	Sports Helmet	03-11-2020	Non-final
		with Custom-Fit		rejection.
		Liner		Response due
				1/1/21
16/815,946	US 2020-0206598 A1	LACROSSE	03-11-2020	Pending
		HELMET		
16/930,580	US 2020-0345096 A1	FOOTBALL	07-16-2020	Pending
		HELMET		
		HAVING		
		EXCEPTIONAL		
		IMPACT		
		PERFORMANCE		
16/989,252	US 2020-0367595 A1	IMPACT	08-10-2020	Pending
		ATTENUATION		
		SYSTEM FOR A		
		PROTECTIVE		
		HELMET		

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29/669,348	-	FOOTBALL	11-07-2018	Allowed. Issue
		HELMET SHELL		fee due 1/22/21
29/669,365	-	FOOTBALL	11-07-2018	Allowed. Issue
		HELMET SHELL		fee due 2/1/21
29/741,869	-	Guard for Sports	07-16-2020	Pending
		Helmet		_
29/741,880	-	Guard for Sports	07-16-2020	Pending
		Helmet		_

Canadian Patents

Patent No.	Title	Date Issued
2884325	SINGLE-LAYER PADDING SYSTEM	2017-11-28
2965321	FOOTBALL HELMET WITH CHEEK SUPPORTS	2019-03-26

Pending Canadian Patent Application

App. No.	Title	Date Filed	Status
3042099	FOOTBALL HELMET	2019-05-02	Pending
	HAVING EXCEPTIONAL		
	IMPACT PERFORMANCE		

Canadian Registered Designs

Design No.	Title	Date Issued
148476	COMBINED HELMET AND FACEGUARD	2013/10/29
152404	COMBINED HELMET AND FACEGUARD	2013/10/29
106637	PROTECTIVE HELMET	2006/09/12

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EXHIBIT B TRADEMARKS

(see attached)

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EXHIBIT B TRADEMARKS

United States Trademark Registrations

Mark	App. No	Reg. No	Status	Filing Date	Reg. Date
VENGEANCE	85479431	4377191	Active	11/22/2011	7/30/2013
ADVANTAGE	78690087	3199778	Inactive	8/10/2005	1/16/2007
DNA	78979060	3413542	Active	7/8/2005	4/15/2008
GPU PREMIER	78536534	3202723	Inactive	12/21/2004	1/23/2007
DNA	78287997	3101520	Active	8/15/2003	6/6/2006
SLAM SERIES	78235251	3207288	Inactive	4/8/2003	2/13/2007
ARMORGUARD ELITE	78176086	2978346	Inactive	10/18/2002	7/26/2005
AIR	78150931	2784267	Active	8/5/2002	11/18/2003
RECRUIT	76264919	2722240	Active	5/31/2001	6/3/2003
SCHUTT	76237196	2597593	Active	4/6/2001	7/23/2002
ADVANTAGE	76232753	2697148	Active	3/29/2001	3/18/2003
FIT-TECH	76099144	2700930	Inactive	7/28/2000	3/25/2003
AIR PRO	75934072	2461374	Inactive	3/3/2000	6/19/2001
S	75655497	2554553	Active	3/5/1999	4/2/2002
TUFF-PLAY	75271342	2130753	Active	4/8/1997	1/20/1998
JR PRO	75267806	2178125	Active	4/2/1997	8/4/1998
LIGHTNING	75268040	2178129	Active	4/2/1997	8/4/1998
JR BLOCKER	75267875	2178127	Active	4/2/1997	8/4/1998
HOLLYWOOD BASES	75268048	2219998	Active	4/2/1997	1/26/1999
TORNADO	75267936	2178128	Active	4/2/1997	8/4/1998
AIR VARSITY	74713065	2049877	Inactive	8/9/1995	4/1/1997
GOLD-POINT	74474861	1932194	Inactive	12/28/1993	10/31/1995
PREP	74474864	1924733	Inactive	12/28/1993	10/3/1995
BULLY	74474865	1924734	Inactive	12/28/1993	10/3/1995
ARMORGUARD	74277410	1814485	Inactive	5/21/1992	12/28/1993
JACK CORBETT	74055033	1636239	Active	5/2/1990	2/26/1991
HOLLYWOOD	74055028	1634240	Active	5/2/1990	2/5/1991
IMPACT					
AIR	73770119	1552105	Active	12/19/1988	8/15/1989
SCHUTT S	73537034	1374032	Inactive	5/13/1985	12/3/1985
PRO-AIR	73486336	1323501	Inactive	6/21/1984	3/5/1985
RIGIDBILT	73072338	1152133	Inactive	12/19/1975	4/28/1981
PERMA-LACE	73061170	1037930	Inactive	8/22/1975	4/13/1976

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Mark	App. No	Reg. No	Status	Filing Date	Reg. Date
FULL-CAGE	72449449	993757	Inactive	2/22/1973	9/24/1974
SUPER-PRO	72312504	907905	Active	11/18/1968	2/16/1971

China Trademark Registration

Mark	App. No	Reg. No	Status	Filing Date	Reg. Date
SCHUTT	5150194	5150194	Active	7Feb2006	28Feb2010

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RECORDED: 12/08/2020