

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642796

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Intercompany Asset Transfer Agreement
RESUBMIT DOCUMENT ID:	900609459

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H-D U.S.A., LLC		10/07/2020	Limited Liability Company: WISCONSIN
Harley-Davidson, Inc.		10/07/2020	Corporation: WISCONSIN
Harley-Davidson Motor Company Operations, Inc.		10/07/2020	Corporation: WISCONSIN
Harley-Davidson Retail B.V.		10/07/2020	Besloten Vennootschap (B.V.): NETHERLANDS
Harley-Davidson Retail, Inc.		10/07/2020	Corporation: WISCONSIN
Harley-Davidson Motor Company, Inc.		10/07/2020	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	Harley-Davidson Motor Company Group, LLC
Street Address:	3700 West Juneau Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53208
Entity Type:	Limited Liability Company: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	90144511	RUSH/CTY

CORRESPONDENCE DATA

Fax Number: 6082584258

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: 608 258-4204

Email: jrodriguez@foley.com

Correspondent Name: Tricia L. Schulz - Foley & Lardner LLP

Address Line 1: 150 East Gilman Street

Address Line 2: Suite 5000

Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER:	127801-0115
NAME OF SUBMITTER:	Tricia L. Schulz
SIGNATURE:	/Tricia Schulz/
DATE SIGNED:	04/28/2021
Total Attachments: 4 source=Intercompany Asset Transfer Agreement#page1.tif source=Intercompany Asset Transfer Agreement#page2.tif source=Intercompany Asset Transfer Agreement#page3.tif source=Intercompany Asset Transfer Agreement#page4.tif	

INTERCOMPANY ASSET TRANSFER AGREEMENT

THIS INTERCOMPANY ASSET TRANSFER AGREEMENT (the “**Agreement**”) is made and effective at 11:59 p.m. (CDT) (the “**Effective Time**”) on October 7, 2020, among: (a) Harley-Davidson, Inc. (“**HDI**”); (b) Harley-Davidson Motor Company Operations, Inc. (“**HDMCO**”); (c) Harley-Davidson Retail B.V. (“**HD Retail BV**”); (d) Harley-Davidson Retail, Inc. (“**HD Retail US**”); (e) Harley-Davidson Motor Company, Inc. (“**HDMC**”); (f) H-D U.S.A., LLC (“**HD USA**” and, together with HDI, HDMCO, HD Retail BV, HD Retail US and HDMC, each, a “**Transferor**”, and collectively, the “**Transferors**”); and (g) Harley-Davidson Motor Company Group, LLC (“**Transferee**”). Capitalized terms used but not defined herein shall have their respective meanings set forth in the Asset Contribution Agreement (as defined below).

WHEREAS, HDI and Serial 1 Cycle Company, LLC (“**Serial 1**”) propose to execute that certain Asset Contribution Agreement, dated as of October 8, 2020, in the form attached hereto as Exhibit I, pursuant to which: (a) HDI will agree to, and to cause its Affiliates to, contribute and assign to Serial 1, and Serial 1 will agree to accept from HDI and its Affiliates, all of HDI’s and its Affiliates’ respective right, title, and interest in and to the Contributed Assets; and (b) Serial 1 will agree to assume and pay, perform, and discharge the Assumed Liabilities (the “**Asset Contribution Agreement**”); and

WHEREAS, certain of the Contributed Assets and certain of the Assumed Liabilities are held by the Transferors, and the Transferors and Transferee desire to enter into this Agreement to consolidate the Contributed Assets and the Assumed Liabilities in the Transferee, effective as of the Effective Time.

NOW, THEREFORE, the Transferors and the Transferee have agreed as follows:

1. Sale and Assignment of Transferred Assets. Effective as of the Effective Time, each of the Transferors hereby sells, transfers, conveys and assigns to Transferee, and Transferee hereby purchases and receives from each such Transferor, all of the right, title and interest of such Transferor in and to the Contributed Assets that such Transferor owns (collectively, the “**Transferred Assets**”). Each party hereto agrees, from time to time, to execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably be requested by another party, to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transactions contemplated by this Agreement, or otherwise to carry out the intent and purposes of this Agreement.

2. Assumption of Transferred Liabilities. Effective as of the Effective Time, Transferee hereby assumes and agrees to pay, perform and discharge, as and when due, all of the respective obligations and liabilities of each of the Transferors in respect of the Assumed Liabilities (collectively, the “**Transferred Liabilities**”).

3. Consideration. In consideration for the Transferred Assets, the Transferee shall assume the Transferred Liabilities and shall pay to each of the Transferors an amount equal

to the estimated fair market value as of the Effective Time of the Transferred Assets that such Transferor transferred (collectively, the “**Transferred Assets Estimated FMV**”) less the value as of the Effective Time of the Assumed Liabilities that Transferee assumed from such Transferor. As soon as reasonably practicable following the Effective Time, the Transferors and the Transferee will finally determine the Transferred Assets Estimated FMV. Payment of the consideration shall be through intercompany payable accounts, unless otherwise arranged by the parties hereto.

4. Additional Transfers and Assumptions. HDI will use its commercially reasonable efforts to cause any of its other Affiliates that are not a party to this Agreement that hold Contributed Assets or Assumed Liabilities to join this Agreement as if such Affiliate was an original party to this Agreement.

5. Miscellaneous.

(a) The parties hereto agree that, for the convenience of the parties, any transfer or assumption pursuant to this Agreement may be documented as a direct transfer to or assumption by Serial 1, and notwithstanding such direct transfer or assumption, each party hereto shall record and report the transfer or assumption as occurring pursuant to this Agreement.

(b) This Agreement and the covenants and agreements herein contained shall survive the date hereof and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall be binding upon the parties hereto and their respective successors and permitted assigns.

(c) This Agreement may be executed in any number of counterparts and by facsimile or other means of electronic transmission, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

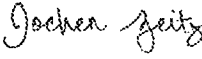
(d) This Agreement will be deemed a contract made and delivered in the State of Wisconsin and will be governed by and construed in accordance with the law of such State, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

(e) This Agreement may not be amended or modified by the parties hereto, except by an instrument in writing signed by each of the parties hereto.

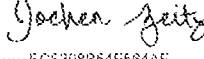
[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

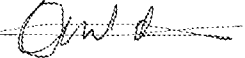
HARLEY-DAVIDSON, INC.

DocuSigned by:

By: _____
Name: Jochen Zeitz
Title: Authorized Officer

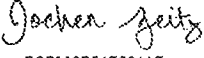
HARLEY-DAVIDSON MOTOR COMPANY
OPERATIONS, INC.

DocuSigned by:

By: _____
Name: Jochen Zeitz
Title: Authorized Officer

HARLEY-DAVIDSON RETAIL B.V.

DocuSigned by:

By: _____
Name: Martin Mulder
Title: Authorized Officer

HARLEY-DAVIDSON RETAIL, INC.

DocuSigned by:

By: _____
Name: Jochen Zeitz
Title: Authorized Officer

HARLEY-DAVIDSON MOTOR COMPANY,
INC.

DocuSigned by:

By: _____
Name: Jochen Zeitz
Title: Authorized Officer

H-D U.S.A., LLC

DocuSigned by:

By: _____
Name: Jochen Zeitz
Title: Authorized Officer

HARLEY-DAVIDSON MOTOR COMPANY
GROUP, LLC

DocuSigned by:

By: _____
Name: Jochen Zeitz
Title: Authorized Officer

(ii)

Trademark	Application Number	Jurisdiction	Status
RUSH/CTY	Not yet issued	China	Pending
RUSH/CTY	18298196	European Union	Pending
RUSH/CTY	UK00003527933	United Kingdom	Pending
RUSH/CTY	90/144511	United States of America	Pending

(iii)

Domain Names	
serial1.net	serial1bikes.net
serial-one.com	serialonecycle.co
serial-one.net	serial1cycle.co
serial-one.org	serial1bikes.co
serialone.co	serial1cycle.com
serial1.co	serial1cycling.com
serialonebikes.com	serial1cycling.co
serialonebikes.net	serial-1.com
serial1bikes.com	

(iv)

Handle	Social Media Platform
Serial1CycleCo	Instagram
Serial1Cycles	Instagram