

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM661489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FELT BICYCLES EUROPE		02/18/2021	Société Par Actions Simplifiée (Sas): FRANCE
RECEIVING PARTY DATA			
Name:	SRAM, LLC		
Street Address:	1000 W. Fulton Market, 4th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1507044	BIOPOSITION	
Registration Number:	3494342	TIME	
Registration Number:	1542411	TIME	
CORRESPONDENCE DATA			
Fax Number:	3126648826		
<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:	312-664-8800		
Email:	lserdynski@sram.com		
Correspondent Name:	Lisa Serdynski		
Address Line 1:	1000 W. Fulton Market, 4th Floor		
Address Line 4:	Chicago, ILLINOIS 60607		
NAME OF SUBMITTER:	Lisa Serdynski		
SIGNATURE:	/LisaSerdynski/		
DATE SIGNED:	07/21/2021		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("*Agreement*") is effective as of February 18, 2021, by and between Felt Bicycles Europe, a French Société par actions simplifiée (company number 339 730 996 RCS Grenoble) ("*Assignor*"), and SRAM, L.L.C., a Delaware limited liability company ("*Assignee*").

RECITALS

A. Assignor and Assignee are parties to that certain Contract for the Sale of Business and other Assets dated February 18, 2021 (the "*Sales Contract*") (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Sales Contract).

B. Assignor is the owner of the trademarks as listed in the Exhibit A (Trademarks) attached herewith.

C. Pursuant to the terms of the Sales Contract, Assignor wishes to assign all of its rights under the Trademarks to Assignee, and Assignee wishes to accept the assignment of the Trademarks and the respective registrations thereof, all on the terms set forth herein.

AGREEMENT

Now therefore, for the consideration set forth in the Sales Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignment of Trademarks. Assignor hereby assigns, transfers, grants, bargains, delivers and conveys to Assignee all of Assignor's right, title and interest in and to: (a) the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business(es) connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks); (b) 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 (c) 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, each of the foregoing (a), (b), and (c) to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made, all in accordance with and subject to the Sales Contract.

2. Authorization of Transfer. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in corresponding entities or agencies in any applicable jurisdictions outside the United States to record the transfer of the registrations for the Trademarks set forth on Exhibit A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any additional documents such further documents and do such further acts and things as may be required to affect this assignment or to confirm Assignee's ownership of the Trademarks.

3. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the

same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signatures means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

6. Governing Law. This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly within Delaware, without regard to choice or conflict of laws rules.

7. Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and successors and permitted assigns.

8. Third-Party Beneficiary. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

{signatures appear on following page}

In Witness Whereof, the parties have executed this Agreement as of the date first set forth above.

"Assignor"

FELT BICYCLES EUROPE

By: 

Bruno Cercley **FELT BICYCLES EUROPE SAS**
President Siège social : 98 rue Louis Barran
F-38430 Saint Jean de Moirans
RCS Grenoble 339 730 996
Tél +33 (0)438 038 038

"Assignee"

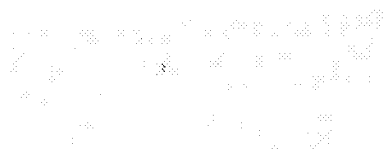
SRAM, LLC

By: 

Brian Benzer
Corporate Secretary

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

EXHIBIT A - Trademarks



[illegible]

FELT BICYCLES EUROPE SAS
Siège social : 98 rue Louis Barran / ULL
F-38430 Saint Jean de Moirans
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