

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM666882

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Woodward Pennsylvania, LLC	FORMERLY Powdr # Woodward PA LLC	07/28/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Woodward IP Holdco, LLC
<b>Street Address:</b>	1794 Olympic Parkway
<b>Internal Address:</b>	Suite 210
<b>City:</b>	Park City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84098
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
<b>Serial Number:</b>	88500086	WOODWARD WE LIVE THIS
<b>Registration Number:</b>	3974706	COLONY OF SUMMER
<b>Registration Number:</b>	4011589	LOT 8
<b>Registration Number:</b>	4117484	THE CAGE
<b>Registration Number:</b>	3957944	CLOUD 9
<b>Registration Number:</b>	3753517	WOODWARD CAMP
<b>Registration Number:</b>	2677663	CAMP WOODWARD
<b>Registration Number:</b>	2522557	WOODWARD
<b>Registration Number:</b>	3947997	WOODWARD CAMP
<b>Registration Number:</b>	4232233	WOODWARD RAMPS & RAILS
<b>Registration Number:</b>	4629016	WOODWARD FILMS
<b>Registration Number:</b>	4629020	WOODWARD TV
<b>Registration Number:</b>	4152993	WOODWARD
<b>Registration Number:</b>	4243022	WOODWARD TAHOE
<b>Registration Number:</b>	4367937	MOONDOE'S
<b>Registration Number:</b>	6245650	WOODWARD PARK CITY
<b>Registration Number:</b>	5703702	WOODWARD PARKBOARD
<b>Registration Number:</b>	5703703	WOODWARD PARKSKI

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 7144277799*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:** 714-427-7000**Email:** ipocdocket@swlaw.com**Correspondent Name:** Deborah A. Gubernick**Address Line 1:** 600 Anton Blvd.**Address Line 2:** Suite 1400**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	37173.00045
<b>NAME OF SUBMITTER:</b>	Deborah A. Gubernick
<b>SIGNATURE:</b>	/dag/
<b>DATE SIGNED:</b>	08/11/2021

**Total Attachments: 10**

source=IP Assignment - Woodward IP Holdco, LLC#page1.tif  
source=IP Assignment - Woodward IP Holdco, LLC#page2.tif  
source=IP Assignment - Woodward IP Holdco, LLC#page3.tif  
source=IP Assignment - Woodward IP Holdco, LLC#page4.tif  
source=IP Assignment - Woodward IP Holdco, LLC#page5.tif  
source=IP Assignment - Woodward IP Holdco, LLC#page6.tif  
source=IP Assignment - Woodward IP Holdco, LLC#page7.tif  
source=IP Assignment - Woodward IP Holdco, LLC#page8.tif  
source=IP Assignment - Woodward IP Holdco, LLC#page9.tif  
source=IP Assignment - Woodward IP Holdco, LLC#page10.tif

## IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of the 28th day of July, 2021 by and among, on the one hand, Woodward California, LLC, a Delaware limited liability company f/k/a Powdr – Woodward CA LLC and Woodward Pennsylvania, LLC, a Delaware limited liability company f/k/a Powdr – Woodward PA LLC (each an “**Assignor**” and collectively the “**Assignors**”), and, on the other hand, Woodward IP Holdco, LLC, a Delaware limited liability company (“**Assignee**”). Each of the Assignors and Assignee may be referred to in this Agreement as a “**Party**,” and collectively as the “**Parties**.”

Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Transfer Agreement, dated as of even date herewith, by and between Powdr Corp., a Delaware corporation, and Assignee (the “**Transfer Agreement**”).

### RECITALS

WHEREAS, pursuant to the Transfer Agreement, each Assignor wishes to assign to Assignee, and Assignee wishes to acquire from each Assignor, any and all of each Assignor’s (1) trademarks, service marks, trade names, brand names, logos and corporate names, slogans, trade dress and other indicia of source of origin, whether or not registered, including, but not limited to, all common law rights thereto and all goodwill associated therewith, and registrations and applications for registration thereof, including, but not limited to, the trademark and/or service mark registrations and/or applications identified on Schedule 1 attached hereto (collectively, the “**Trademarks**”); (2) patents and statutory invention registrations, including, but not limited to, continuations, continuations-in-part, divisions, provisional and non-provisional applications, reexaminations, reissues and extensions, including, but not limited to, the patents identified on Schedule 2 attached hereto (collectively, the “**Patents**”); and (3) all other intellectual property rights (including but not limited to, common law intellectual property rights), proprietary rights, rights of publicity, rights of privacy, and other legal rights protecting data, information, content, technology or intangible property throughout the world, including copyrights, trade secrets (and other rights in proprietary information), moral rights, domain name registrations, *sui generis* or other rights in data or databases, contractual rights, and any and all other analogous rights anywhere in the world, in each case, relating to “Woodward” (collectively, with the Trademarks and Patents, “**Woodward Intellectual Property**”);

WHEREAS, attached hereto as Attachment A is a Trademark Assignment (“**Trademark Assignment**”) to record the transfer of the specific Woodward Intellectual Property referred to therein; and

WHEREAS, attached hereto as Attachment B is a Patent Assignment (“**Patent Assignment**”) to record the transfer of the specific Woodward Intellectual Property referred to therein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Assignment.** Each Assignor hereby assigns, conveys and transfers to Assignee, and Assignee hereby acquires, accepts and assumes from each Assignor, all worldwide right, title and interest in, to and under all of each Assignor’s Woodward Intellectual Property as indicated herein and as shown in the Schedules and Exhibits hereto.

**2. Authorization.** Each Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices, as applicable) to record the transfer of

the Trademarks, Patents, and any other Woodward Intellectual Property to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, including the recording of the Trademark Assignment and the Patent Assignment, and any documents as may be required by foreign trademark offices.

**3. Governing Agreement.** This Agreement is executed and delivered pursuant to the Transfer Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Transfer Agreement, the conflicting term or provision of the Transfer Agreement shall govern and control to the extent of such conflict.

**4. Amendments.** This Agreement may not be amended or modified except by an instrument in writing signed by the Assignors and Assignee.

**5. Further Assurances.** From and after the date hereof but subject to the terms and conditions hereof, the Assignors and Assignee shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.

**6. Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of laws of any jurisdiction other than the State of Delaware.

**7. Counterparts.** A Party may deliver executed signature pages to this Agreement by original, electronic signature or facsimile transmission to the other Party, which shall be deemed to be an original executed signature page. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

*[signatures on following page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

**ASSIGNOR:**

WOODWARD CALIFORNIA, LLC,  
a Delaware limited liability company

By: Powdr Corp.  
Its: Manager

By: [Signature]  
Name: Justin Sibley  
Title: Co-President

STATE OF Utah

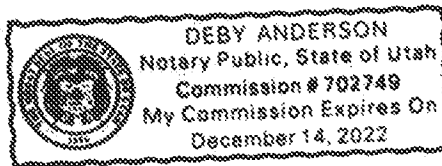
COUNTY OF Summit

On the 4 day of August, in the year of 2021, before me personally came Justin Sibley to me known, who, being by me duly sworn, did depose and say that he or she reside(s) in 1794 Olympic Park City (if the place of residence is in a city, include the street and street number, if any, thereof); that he or she is the Co-President of Powdr Corp., which is the manager of Woodward California, LLC, the limited liability company described in and which executed the above instrument; and that he or she signed his or her name thereto having the property authority to do so.

[Signature]  
Notary Public

Printed Name: Deby Anderson

My Commission Expires: 12/14/22



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

**ASSIGNOR:**

WOODWARD PENNSYLVANIA, LLC,  
a Delaware limited liability company

By: Powdr Corp.  
Its: Manager

By: [Signature]  
Name: Justin Sibley  
Title: Co-President

STATE OF Utah

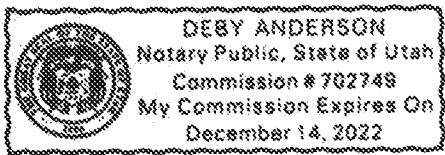
COUNTY OF Summit

On the 4 day of August, in the year of 2021, before me personally came Justin Sibley to me known, who, being by me duly sworn, did depose and say that he or she reside(s) in 1794 Olympic Park City (if the place of residence is in a city, include the street and street number, if any, thereof); that he or she is the Co-President of Powdr Corp., which is the manager of Woodward Pennsylvania, LLC, the limited liability company described in and which executed the above instrument; and that he or she signed his or her name thereto having the property authority to do so.

[Signature]  
Notary Public

Printed Name: Deby Anderson

My Commission Expires:  
12/14/22



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

ASSIGNEE:

WOODWARD IP HOLDCO, LLC,  
a Delaware limited liability company

By: Powdr Corp.  
Its: Manager

By: [Signature]  
Name: Justin Sibley  
Title: Co-President

STATE OF Utah

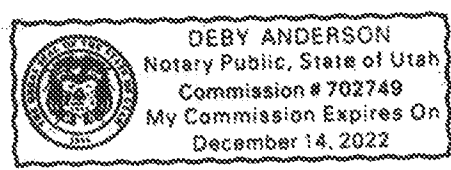
COUNTY OF Summit

On the 4 day of August, in the year of 2021, before me personally came Justin Sibley to me known, who, being by me duly sworn, did depose and say that he or she reside(s) in 1794 Olympic Park City (if the place of residence is in a city, include the street and street number, if any, thereof); that he or she is the Co-President of Powdr Corp., which is the manager of Woodward IP Holdco, LLC, the limited liability company described in and which executed the above instrument; and that he or she signed his or her name thereto having the property authority to do so.

[Signature]  
Notary Public

Print Name: Deby Anderson



My commission expires:  
12/14/22



**SCHEDULE 1**

**TRADEMARKS**

**\*NOTE: All trademarks included in this list are owned by Woodward Pennsylvania, LLC, f/k/a Powdr – Woodward PA LLC**

<b>Australia</b>				
<b>Mark</b>	<b>Classes</b>	<b>App. Date / Reg. Date</b>	<b>App. No. /Reg. No.</b>	<b>Status</b>
WOODWARD	41	25-Sep-2019 / 18-May-2020	2039501 /2039501	Registered
WOODWARD WE LIVE THIS	25; 41	02-Jan-2020 / 10-Aug-2020	2060096 / 2060096	Registered
<b>Canada</b>				
<b>Mark</b>	<b>Classes</b>	<b>App. Date / Reg. Date</b>	<b>App. No. /Reg. No.</b>	<b>Status</b>
WOODWARD (Design) 	41	06-Apr-2004 /14-Jun-2005	1212484 / TMA641926	Renewed
WOODWARD RAMPS AND RAILS	25; 41	27-Aug-2002 / 28-Mar-2006	1150841 / TMA661633	Registered
WOODWARD WE LIVE THIS	25; 41	13-Jan-2020	2005958	Pending
<b>China</b>				
<b>Mark</b>	<b>Classes</b>	<b>App. Date / Reg. Date</b>	<b>App. No. /Reg. No.</b>	<b>Status</b>
WOODWARD (Design) 	41	23-Sep-2002 /21-Dec-2003	3316821 /3316821	Registered
WOODWARD	21	31-Oct-2006 / 21-Jul-2009	5693719 /5693719	Renewed
WOODWARD	28	31-Oct-2006 /14-Nov-2009	5693654 / 5693654	Renewed
WOODWARD RAMPS & RAILS	28	23-Sep-2002 / 28-Feb-2004	3316822 /3316822	Registered
WOODWARD	41	17-May-2012 / 21-Aug-2013	10927770 / 10927770	Registered
WOODWARD WE LIVE THIS	16	19-Jan-2020 / 07-Oct-2020	43914596 / 43914596	Registered
WOODWARD WE LIVE THIS	41	19-Jan-2020 / 28-Sep-2020	43918164 / 43918164	Registered
WOODWARD	41	12-May-2015 / 17-Aug-2015	2015-14495 / 223693	Registered
<b>European Union</b>				



Mark	Classes	App. Date / Reg. Date	App. No. /Reg. No.	Status
WOODWARD	28; 41	27-Aug-2002 / 01-Dec-2003	2828150 / 2828150	Renewed
WOODWARD RAMPS AND RAILS	28	27-Aug-2002 / 02-Feb-2004	2828499 / 2828499	Renewed
WOODWARD WE LIVE THIS	16; 25; 41	14-Jan-2020 /08-Aug-2020	18180172 / 18180172	Registered
Hong Kong				
Mark	Classes	App. Date / Reg. Date	App. No. /Reg. No.	Status
WOODWARD	41	26-Aug-2002 / 27-Nov-2003	13252/2002 / 200314248	Renewed
WOODWARD RAMPS AND RAILS	28	26-Aug-2002 / 27-Nov-2003	13253/2002 / 200314249	Renewed
Japan				
Mark	Classes	App. Date / Reg. Date	App. No. /Reg. No.	Status
WOODWARD	41	29-Aug-2002 / 11-Jul-2003	2002-073535 / 4689933	Renewed
Mexico				
Mark	Classes	App. Date / Reg. Date	App. No. /Reg. No.	Status
WOODWARD	41	22-Aug-2012 / 11-Sep-2013	1302245 / 1396596	Registered
WOODWARD WE LIVE THIS	25	10-Jan-2020 / 10-Dec-2020	2313433 / 2184926	Registered
WOODWARD WE LIVE THIS	41	10-Jan-2020 / 31-Jul-2020	2313434 / 2104314	Registered
New Zealand				
Mark	Classes	App. Date / Reg. Date	App. No. /Reg. No.	Status
WOODWARD	41	25-Sep-2019 / 26-Mar-2020	1130827 / 1130827	Registered
WOODWARD WE LIVE THIS	25; 41	03-Jan-2020	1138173	Pending
United Kingdom				
Mark	Classes	App. Date / Reg. Date	App. No. /Reg. No.	Status
WOODWARD	28; 41	27-Aug-2002 / 01-Dec-2003	UK00902828150 / UK00902828150	Registered
WOODWARD RAMPS AND RAILS	28	27-Aug-2002 / 02-Feb-2004	UK00902828499 / UK00902828499	Registered

WOODWARD WE LIVE THIS	16; 25; 41	14-Jan-2020 / 08-Aug-2020	UK00918180172 / UK00918180172	Registered
<b>United States</b>				
Mark	Classes	App. Date / Reg. Date	App. No. / Reg. No.	Status
COLONY OF SUMMER	9	22-Nov-2010 / 07-Jun-2011	85/182,529 / 3,974,706	Registered
LOT 8	41	15-Dec-2010 / 16-Aug-2011	85/198,141 / 4,011,589	Registered
THE CAGE	41	19-Apr-2011 / 27-Mar-2012	85/298,744 / 4,117,484	Registered
CLOUD 9	41	15-Dec-2010 / 10-May-2011	85/198,063 / 3,957,944	Registered
WOODWARD CAMP	41	20-Jul-2009 / 02-Mar-2010	76/698,523 / 3,753,517	Registered
CAMP WOODWARD	41	25-Mar-2002 / 21-Jan-2003	76/388,075 / 2,677,663	Renewed
WOODWARD (Design) <b>WOODWARD</b> //////////	41	09-May-2001 / 25-Dec-2001	76/254,653 / 2,522,557	Renewed
WOODWARD CAMP	41	22-Nov-2010 / 19-Apr-2011	85/182,220 / 3,947,997	Registered
WOODWARD RAMPS & RAILS	28	27-Apr-2011 / 30-Oct-2012	85/305,645 / 4,232,233	Registered
WOODWARD FILMS	41	09-Dec-2011 / 28-Oct-2014	85/491,611 / 4,629,016	Registered
WOODWARD TV	41	19-Dec-2011 / 28-Oct-2014	85/498,948 / 4,629,020	Registered
WOODWARD	41	14-Jun-2011 / 05-Jun-2012	85/345,566 / 4,152,993	Registered
WOODWARD TAHOE	41	28-Jul-2011 / 13-Nov-2012	85/383,481 / 4,243,022	Registered
MOONDOE'S	43	21-Nov-2012 / 16-Jul-2013	85/785,245 / 4,367,937	Registered
WOODWARD PARK CITY	41	07-Jun-2016 / 12-Jan-2021	87/063,442 / 6,245,650	Registered
PARK CITY WOODWARD	41	07-Jun-2016	87/063,455	Allowed
WOODWARD PARKBOARD	41	11-Aug-2016 / 19-Mar-2019	87/135,212 / 5,703,702	Registered
WOODWARD PARKSKI	41	11-Aug-2016 / 19-Mar-2019	87/135,215 / 5,703,703	Registered

WOODWARD WE LIVE THIS	16; 25; 41	03-Jul-2019	88/500,086	Allowed
<b>Singapore</b>				
Mark	Classes	App. Date / Reg. Date	App. No. /Reg. No.	Status
WOODWARD (Design) <b>WOODWARD</b> //////////	41	13-Sep-2002 / 13-Sep-2002	T02/14241I / T02/14241I	Registered
WOODWARD RAMPS & RAILS	28	28-Aug-2020 / 28-Aug-2002	T02/13174C / 02/13174C	Registered
<b>Switzerland</b>				
Mark	Classes	App. Date / Reg. Date	App. No. / Reg. No.	Status
WOODWARD (Design) <b>WOODWARD</b> //////////	41	26-Aug-2002 / 16-Oct-2002	7392/2002 / 504132	Registered
WOODWARD RAMPS & RAILS	28	26-Aug-2002 / 16-Oct-2002	7393/2002 / 504133	Pending

**SCHEDULE 2**  
**PATENTS**

\*NOTE: All patents included in this list are owned by Woodward Pennsylvania, LLC, f/k/a Powder – Woodward PA LLC

United States								
Title	Country	Application No.	Patent No.	Issue Date	Expiration Date	Inventors	Status	
SPORT LANDING CUSHION AND CONTAINER	US	12/361,933	8,348,777	1/8/2013	2/9/2030	Gary P. Ream, Frank L. Bare	Issued	
WHEELED SPORT APPARATUS, AS FOR TRAINING AND RECREATION	US	12/573,945	8,398,099	3/19/2013	11/13/2031	William Eric Edginton	Issued	
WHEELED SPORT APPARATUS, AS FOR TRAINING AND RECREATION	US	13/769,671	8,777,240	7/15/2014	10/6/2029	William Eric Edginton	Issued	
WHEELED SPORT APPARATUS, AS FOR TRAINING AND RECREATION	US	14/314,698	9,138,632	9/22/2015	10/6/2029	William Eric Edginton	Issued	
COMPOSITE LANDING SURFACE FOR SPORTS	US	09/870,964	6,533,671	3/18/2003	5/31/2021	Edward Isabelle, Frank L. Bare	Issued	