

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evolve Skateboards Pty Ltd		10/29/2021	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Evolve Skateboards IP Pty Ltd		
Street Address:	Unit 1, 15 John Duncan Court		
City:	Varsity Lakes, Queensland		
State/Country:	AUSTRALIA		
Postal Code:	4000		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6236076	EVOLVE	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	312-807-4350		
Email:	citrademarks@klgates.com, valerie.swanson@klgates.com, sana.hakim@klgates.com		
Correspondent Name:	Sana Hakim c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	7501389.00063		
NAME OF SUBMITTER:	Sana Hakim		
SIGNATURE:	/sh/		
DATE SIGNED:	11/05/2021		
Total Attachments: 17			
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Deed of Assignment of Intellectual Property Rights

Evolve Skateboards Pty Ltd

ACN 163 891 469

and

Evolve Skateboards IP Pty Ltd

ACN 649 171 693

K&L Gates
Melbourne office
Ref: 7501389.00063

TRADEMARK
REEL: 007485 FRAME: 0205

Date 29 October 2021

Parties

1. EVOLVE SKATEBOARDS PTY LTD (ACN 163 891 469), of Unit 1, 15 John Duncan Court, Varsity Lakes, Queensland, 4000 Australia (Assignor)
2. EVOLVE SKATEBOARDS IP PTY LTD (ACN 849 171 693), of Unit 1, 15 John Duncan Court, Varsity Lakes, Queensland, 4000 Australia (Assignee)

Background

- A. The Assignor is the owner of various registered and unregistered intellectual property rights.
- B. The parties have agreed that the Assignor will assign all right, title and interest to such intellectual property rights to the Assignee pursuant to the terms of this Deed.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Deed:

Assigned IP means:

- (i) all Intellectual Property Rights in the Registered Intellectual Property;
- (ii) all other Intellectual Property Rights held by the Assignor as at the Effective Date; and
- (iii) all Future IP.

Deed means this deed including the background and the schedule.

Effective Date means the date of this Deed.

Future IP means all Intellectual Property Rights in any subject matter, thing or item (including but not limited to literary, dramatic, musical or artistic works, sound recordings, video recordings, databases, compilations, designs, industrial designs, brands and inventions) created by or on behalf of the Assignor (whether alone or jointly with other parties) after the Effective Date.

Intellectual Property Rights means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, inventions, designs, copyright, trade marks, brand names, product names, domain names, rights in circuit layouts, databases, business processes and methods, confidential information, know how, trade secrets and

any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;

- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b);
- (d) all renewals, divisions and extensions of these rights;
- (e) all rights and immunities relating to, or arising, or to arise from the above, including all rights to sue for future and past infringement of any registration referred to in paragraph (c), and including any right to relief including, but not limited to, injunctive and monetary relief; and
- (f) all rights to all benefits arising from the exploitation of any of the above, anywhere in the world.

Registered Intellectual Property means the intellectual property applications and registrations identified in the Schedule to this Deed.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the headings are used for convenience only and do not affect the interpretation of this Deed;
- (c) a reference to a party is to a party to this Deed and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and anybody or entity whether incorporated or not;
- (f) a reference to a document includes the document as modified from time to time and any document replacing it; and
- (g) wherever "include", "for example" or any form of those words or similar expression is used, it must be construed as if it were followed by "(without being limited to)".

2. Assignment

2.1 Assignment of rights and benefits

- (a) With effect on and from the Effective Date, the Assignor assigns, transfers and sets over to the Assignee:

- (i) any and all past, present and future rights, title and interest in and to the Assigned IP, including all goodwill of the business and activities generated thereby, symbolised thereby and associated therewith;
 - (ii) the right to apply for and register trade marks, designs, industrial designs, patents, utility patents or other Intellectual Property Rights relating to the Assigned IP, including:
 - (A) the right to file an application, claim priority from such application, and prosecute and obtain grant of protection in or in respect of any country or territory in the world;
 - (B) the right to extend to or register any applications in or in respect of any country or territory in the world;
 - (C) the absolute entitlement to any rights granted pursuant to any applications; and
 - (iii) all rights, entitlements and immunities relating to, or arising, or to arise from the Assigned IP, including:
 - (A) all rights to sue for past and future infringement of the Assigned IP; and
 - (B) the right to all remedies arising from all claims or actions (including for past infringements) in respect of the Assigned IP including but not limited to the rights to injunctive relief and pecuniary relief (including but not limited to damages, including additional damages, and an account of profits).
- (b) The parties confirm that all rights, title and interest to Future IP will vest in the Assignee upon its creation.

2.2 Acceptance of assignment and assumption of obligations

With effect on and from the Effective Date, the Assignee accepts the assignments under clause 2.1.

2.3 Authorities

The parties agree to execute all documents and do all acts necessary:

- (a) to effect the assignment of the Assigned IP pursuant to this Deed; and
- (b) for the relevant government authorities to record the assignment of the Assigned IP in each of the relevant jurisdictions.

3. General

3.1 Nature of obligations

- (a) Any provision in this Deed which binds more than one person binds all of those persons jointly and each of them severally.

- (b) Each obligation imposed on a party by this Deed in favour of another is a separate obligation.

3.2 No adverse construction

This Deed, and any provision of this Deed, is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

3.3 Further assurances

A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Deed.

3.4 Severability

Any provision of this Deed which is invalid in any jurisdiction must, in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Deed in any other case,

without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction.

3.5 No variation

This Deed cannot be amended or varied except in writing signed by the parties.

3.6 Governing law and jurisdiction

- (a) This Deed is governed by and must be construed in accordance with the laws in force in the State of Queensland, Australia.
- (b) The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Deed, its performance or subject matter.

3.7 Counterparts

If this Deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.





3.8 Execution and delivery

- (a) By executing this Deed, a party intends:
 - (i) to be immediately bound by this Deed; and
 - (ii) for such execution to constitute delivery of this Deed to each other party.


(b) Nothing in this clause 3.8 should be taken to exclude any statutory or common law principle applicable to the proper execution and delivery of a deed.



Schedule

A: Trade marks



Country	Trade mark no.	Trade mark	Status	Classes
Australia	1544238	 e@live	Registered Renewal due 4 March 2023	Class 28 - Skateboards
Australia	2047342		Registered Renewal due 30 October 2029	Class 28 - Skateboards; apparatus for use in outdoor sporting activities; elbow guards (sports articles); grips for sporting articles; knee guards (sports articles); bags adapted for sporting articles; parts, fittings and accessories for the aforementioned goods
Australia	2047343		Registered Renewal due 30 October 2029	Class 28 - Skateboards; apparatus for use in outdoor sporting activities; elbow guards (sports articles); grips for sporting articles; knee guards (sports articles); bags adapted for sporting articles; parts, fittings and accessories for the aforementioned goods
Australia	2047341		Published Under examination Acceptance due 8 July 2021 Priority date: 30 October 2019	Class 28 - Skateboards; apparatus for use in outdoor sporting activities; elbow guards (sports articles); grips for sporting articles; knee guards (sports articles); bags adapted for sporting articles; parts, fittings and accessories for the aforementioned goods
Australia	2156409	HADEAN	Registered Renewal due 17 February 2031	Class 28 - Skateboards
Australia	2161953	EVOLVE	Published Under examination Acceptance due 25 August 2022 Priority date: 10 March 2021	Class 28 - Skateboards; apparatus for use in outdoor sporting activities; elbow guards (sports articles); grips for sporting articles; knee guards (sports articles); bags adapted for sporting articles; parts, fittings and accessories for the aforementioned goods
				Class 35 - Retail services; wholesale services; retail services for goods



Country	Trade mark no.	Trade mark	Status	Classes
Australia	2161954	EVOLVE SKATEBOARDS	Published. Under examination Acceptance due 25 August 2022 Priority date: 10 March 2021	<p>Class 28 - Skateboards; apparatus for use in outdoor sporting activities; elbow guards (sports articles); grips for sporting articles; knee guards (sports articles); bags adapted for sporting articles; parts, fittings and accessories for the aforementioned goods</p> <p>Class 35 - Retail services; wholesale services; retail services for skateboards; apparatus for use in outdoor sporting activities; elbow guards (sports articles); grips for sporting articles; knee guards (sports articles); bags adapted for sporting articles; parts, fittings and accessories for the aforementioned goods</p>

Country	Trade mark no.	Trade mark	Status	Classes
Canada	1933523		Application formalised	<p>parts, fittings and accessories for the aforementioned goods, wholesale services for skateboards, apparatus for use in outdoor sporting activities, elbow guards (sports articles), grips for sporting articles, knee guards (sports articles), bags adapted for sporting articles and parts, fittings and accessories for the aforementioned goods, retail store services for skateboards, apparatus for use in outdoor sporting activities, elbow guards (sports articles), grips for sporting articles, knee guards (sports articles), bags adapted for sporting articles and parts, fittings and accessories for the aforementioned goods; online retail services for skateboards, apparatus for use in outdoor sporting activities, elbow guards (sports articles), grips for sporting articles and parts, fittings and accessories for the aforementioned goods; wholesale store and showroom services for skateboards, apparatus for use in outdoor sporting activities, elbow guards (sports articles), grips for sporting articles, knee guards (sports articles), bags adapted for sporting articles and parts, fittings and accessories for the aforementioned goods; wholesaler services provided online for skateboards, apparatus for use in outdoor sporting activities, elbow guards (sports articles), grips for sporting articles, knee guards (sports articles), bags adapted for sporting articles and parts, fittings and accessories for the aforementioned goods</p> <p>Class 6 - Screws, bearings, base plates, ball covers, gears, parts, fittings and accessories for the aforementioned goods</p> <p>Class 7 - Machinery</p> <p>Class 9 - Apparatus for the remote control of vehicles; remote controllers; skateboard helmets, parts, fittings and accessories for the aforementioned goods</p> <p>Class 9 - Sunglasses, helmets for use in sports other than skateboard helmets</p> <p>Class 12 - Vehicles</p> <p>Class 18 - Backpacks; sling bags; athletic bags; bags for sports; casual bags; duffel bags; pants, fittings and accessories</p>

Country	Trade mark no.	Trade mark	Status	Classes
				<p>for the aforementioned goods</p> <p>Class 25 - Footwear; shoes; clothing for sports; casual clothing; jackets; men's clothing; hooded sweatshirts; t-shirts; hats; boots; casualwear; leather belts; pants; sports clothing; other than golf gloves; women's clothing; parts, fittings and accessories for the aforementioned goods</p> <p>Class 28 - Skateboards; electronic skateboards; skateboard accessories; skateboard spare parts; adhesive grip tape for sports equipment; controllers for electronic skateboards; electronic remote controlled skateboards; electronically operated skateboards; motorised ride-on toy vehicles; namely skateboards; parts, fittings and accessories for the aforementioned goods</p> <p>Class 28 - Protectors for elbows for use when skateboarding; protectors for knees for use when skateboarding</p> <p>Class 41 - Arranging group recreational activities; arranging of sporting events; arranging of sports competitions; booking of sports facilities; booking of tickets for sporting events; organisation of competitions; organisation of contests; organisation of sporting activities; organisation of sporting competitions; sporting activities; consultancy and advisory services; including online, in relation to all the aforesaid services; provision of information, including online, in relation to all the aforesaid services</p>
China	26401454A		Registered	<p>Class 28 - Chess; balls for games; body-training apparatus; targets; swimming pools (play articles); christmas trees of synthetic material; fishing jacks</p>
European Union	017958922		Registered Renewal due 18 September 2028	<p>Class 6 - Shirts; bearings; base plates; belt covers; parts, fittings and accessories for the aforementioned goods</p> <p>Class 9 - Apparatus for the remote control of vehicles; remote controllers; sunglasses; helmets; helmets for use in sports; skateboard helmets; parts, fittings and accessories for the aforementioned goods; electronic control gears</p> <p>Class 18 - Backpacks; sling bags; athletics bags; bags for</p>

Country	Trade mark no.	Trade mark	Status	Classes
				<p>Classes</p> <p>sports; casual bags; duffe bags; parts, fittings and accessories for the aforementioned goods</p> <p>Class 25 - Apparel (clothing, footwear, headgear); clothing; clothing for sports; casual clothing; jackets (clothing); men's clothing; hooded sweatshirts; t-shirts; hats; boots; casualwear; leather belts; pants (clothing); sports clothing (other than golf gloves); women's clothing; parts, fittings and accessories for the aforementioned goods</p> <p>Class 28 - Skateboards; skateboard accessories; skateboard spare parts; adhesive grip tape for sports equipment; protectors for elbows for use when skateboarding; protectors for knees for use when skateboarding; controllers for toys; electronic remote controlled toy vehicles; electronically operated toy vehicles; motorised ride-on toy vehicles; ride-on toy vehicles; parts, fittings and accessories for the aforementioned goods</p> <p>Class 41 - Arranging group recreational activities; arranging of sporting events; arranging of sports competitions; booking of sports facilities; booking of tickets for sporting events; organisation of competitions; organisation of contests; organisation of sporting activities; organisation of sporting competitions; sporting activities; consultancy and advisory services; including online, in relation to all the aforesaid services; provision of information, including online, in relation to all the aforesaid services; all of the aforesaid only relating to skateboards and skateboarding</p>
European Union	018232228	RENEPINE	Registered Renewal due 29 April 2030	<p>Class 28 - Skateboards; apparatus for use in outdoor sporting activities; elbow guards (sports articles); grips for sporting articles; knee guards (sports articles); bags adapted for sporting articles; parts, fittings and accessories for the aforementioned goods</p>
European Union	018232230	GTR	Registered Renewal due 29 April 2030	<p>Class 28 - Skateboards; apparatus for use in outdoor sporting activities; elbow guards (sports articles); grips for sporting articles; knee guards (sports articles); bags adapted for sporting articles; parts, fittings and accessories for the aforementioned goods</p>

Country	Trade mark no.	Trade mark	Status	Classes
South Africa	2018/27123		Advertised	Class 28 - Skateboards; skateboard accessories; skateboard spare parts; adhesive grip tape for sports equipment; protectors for elbows for use when skateboarding; protectors for knees for use when skateboarding; controllers for toys; electronic remote controlled toy vehicles; electronically operated toy vehicles; motorised ride-on toy vehicles; ride-on toy vehicles; parts; fittings and accessories for the aforementioned goods
United Kingdom	UK00917956922		Registered Renewal due 18 September 2028	Class 8 - Shirts; bearings; base plates; belt covers; parts; fittings and accessories for the aforementioned goods Class 9 - Apparatus for the remote control of vehicles; remote controllers; sunglasses; helmets; helmets for use in sports; skateboard helmets; parts; fittings and accessories for the aforementioned goods; electronic control gears Class 18 - Backpacks; sling bags; athletics bags; bags for sports; casual bags; duffle bags; parts; fittings and accessories for the aforementioned goods Class 25 - Apparel (clothing, footwear, headgear); clothing; clothing for sports; casual clothing; jackets (clothing); men's clothing; hooded sweatshirts; t-shirts; hats; coats; casualwear; leather belts; pants (clothing); sports clothing (other than golf gloves); women's clothing; parts; fittings and accessories for the aforementioned goods Class 28 - Skateboards; skateboard accessories; skateboard spare parts; adhesive grip tape for sports equipment; protectors for elbows for use when skateboarding; protectors for knees for use when skateboarding; controllers for toys; electronic remote controlled toy vehicles; electronically operated toy vehicles; motorised ride-on toy vehicles; ride-on toy vehicles; parts; fittings and accessories for the aforementioned goods Class 41 - Arranging group recreational activities; arranging of sporting events; arranging of sports competitions; booking of sports facilities; booking of tickets for sporting events; organization of competitions; organization of contests; organization of sporting activities; organization of sporting competitions; sporting activities; consultancy and advisory

Country	Trade mark no.	Trade mark	Status	Classes
United Kingdom	UK00918232228	RENEGADE	Registered Renewal due 29 April 2030	services, including online, in relation to all the aforesaid services; provision of information, including online, in relation to all the aforesaid services; all of the aforesaid only relating to skateboards and skateboarding
United Kingdom	UK00918232230	GTR	Registered Renewal due 29 April 2030	Class 28 - Skateboards; apparatus for use in outdoor sporting activities; elbow guards (sports articles); grips for sporting articles; knee guards (sports articles); bags adapted for sporting articles; parts, fittings and accessories for the aforementioned goods
United States	Serial no. 87066734 Registration no. 6236076	evolve	Registered Section 8 Declaration of Use due 5 January 2027 Renewal due 5 January 2031	Class 28 - Electric skateboards
WIPO	IR 1192182	 evolve Basic registration: AU 1544236	Registered Renewal due 8 November 2023	Class 28 - Electric skateboards
			Registered Renewal due 6 November 2023	Class 28 - Electric skateboards
			Registered Renewal due 8 November 2023	Class 28 - Electric skateboards
			Registered Renewal due 8 November 2023	Class 28 - Electric skateboards
Germany	IR 1192182	 evolve Basic registration: AU 1544236	Registered Renewal due 8 November 2023	Class 28 - Electric skateboards
France	IR 1192182		Registered Renewal due 8 November 2023	Class 28 - Electric skateboards
UK	IR 1192182 Registration no. WCO000001192182		Registered Renewal due 8 November 2023	Class 28 - Electric skateboards
US	IR 1192182 Serial no. 79142538 Registration no.		Registered Section 71 Declaration of Use due 5 January 2027	Class 28 - Electric skateboards

Country	Trade mark no.	Trade mark	Status	Classes
	6235720		Renewal due 5 January 2031	
WIPO	IR 1590474	HADDEAN	Registered	Class 28 - Skateboards
	IR 1590474	Basic registration: AU 2156409	Pending	Class 28 - Skateboards
	IR 1590474		Pending	Class 28 - Skateboards
	IR 1590474		Pending	Class 28 - Skateboards
	Registration no. WCO0000001590474		*	*
	IR 1590474		Pending	Class 28 - Skateboards
	IR 1590474		Pending	Class 28 - Skateboards
	IP no. 1178558		Pending	Class 28 - Skateboards
	IR 1590474		Pending	Class 28 - Skateboards
	Serial no. 79310595		Pending	Class 28 - Skateboards

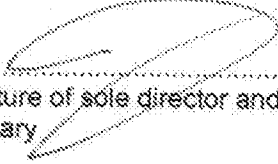
B: Designs and Patents

Country	Design / Patent no.	Title	Type	Status
Australia	2021901743	An electric skateboard	Provisional patent application	Filed: 10 June 2021 Pending
Australia	2018247272	Controllers for electric skateboards	Standard patent	Filed: 11 October 2018 Pending
Australia	2019284570	Electric skateboards	Standard patent	Filed: 12 November 2019 Date of patent: 21 March 2017 Pending
Australia	2020104266	Electric skateboards	Innovation patent	Filed: 23 December 2020 Issued: 24 February 2021
Australia	201716227	Electric skateboard controller	Design	Filed: 12 October 2017 Issued: 12 June 2018
Australia	201911836	Battery pack for electric skateboards	Design	Filed: 1 April 2019 Issued: 22 July 2019
Australia	202113099	Skateboard wheels	Design	Filed: 28 May 2021 Pending
Australia	202113101	Skateboard controller	Design	Filed: 28 May 2021 Pending
Australia	202113103	Skateboard chassis	Design	Filed: 28 May 2021 Pending
China	201711184355.0	Controllers for electric skateboards	Standard patent	Filed: 23 November 2017 Published: 19 April 2019
China	Serial no. 201730582930.7 Patent no. ZL201730582930.7	Electric skateboard controller	Design	Filed: 23 November 2017 Issued: 19 October 2018
China	201780002171.X	Electric skateboards	Standard patent	Filed: 21 March 2017 Published: 21 December 2018

Country	Design / Patent no.	Title	Type	Status
China	Serial no. 201930531253.5 Patent no. ZL201930531253.5	Battery pack for electric skateboards	Design	Filed: 26 September 2019 Issued: 1 December 2020
Europe	17857679.9	Electric skateboards	Standard patent	Filed: 21 March 2017 Published: 28 November 2018
Europe	004001477-0001	Electric skateboards	Design	Filed: 15 May 2017 Issued: 15 May 2018
Europe	006658128-0001	Battery pack for electric skateboards	Design	Filed: 1 October 2019 Issued: 1 October 2019 Published: 21 November 2019
United Kingdom	90040014770001	Electric skateboards	Design	Filed: 15 May 2017 Issued: 15 May 2017
United Kingdom	90069591280001	Battery pack for electric skateboards	Design	Filed: 1 October 2019 Issued: 1 October 2019
United States	15/743,989	Electric skateboards	Standard patent	Filed: 21 March 2017 Published: 9 January 2020
United States	29/679,438	Electric skateboard controller	Design patent	Filed: 6 February 2019 Pending
United States	29/707,133	Battery pack for electric skateboards	Design patent	Filed: 26 September 2019 Pending

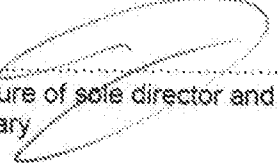
Executed as a deed

Executed by **EVOLVE SKATEBOARDS PTY LTD (ACN 163 891 469)** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:


.....
Signature of sole director and company secretary

Jeffrey John Anning

Executed by **EVOLVE SKATEBOARDS IP PTY LTD (ACN 649 171 693)** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:


.....
Signature of sole director and company secretary

Jeffrey John Anning

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