

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NexBelt, LLC		04/13/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TEAM NexBelt Operating, Inc.		
Street Address:	10390 Regis Court		
City:	Rancho Cucamonga		
State/Country:	CALIFORNIA		
Postal Code:	91730		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88851752	NEUBELT	
Registration Number:	5248428	PRECISEFIT	
Registration Number:	4398052	THE BELT WITH NO HOLES	
Registration Number:	4464697	NEXBELT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2149994283		
Email:	ttran@foley.com		
Correspondent Name:	Tuan Tran / Foley & Lardner LLP		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Tuan Tran		
SIGNATURE:	/TUAN TRAN/		
DATE SIGNED:	06/08/2022		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of April 13, 2022, is made by NexBelt, LLC, a California limited liability company (“**Assignor**”), in favor of TEAM NexBelt Operating, Inc., a Delaware corporation (“**Assignee**”), as purchaser of substantially all assets of Assignor pursuant to that certain Asset Purchase Agreement, of even date herewith, among Assignor, Assignee and Thomas Hunsucker and Edward R. Rowland (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee substantially all of its assets, including without limitation certain intellectual property of Assignor, and has agreed to simultaneously execute and deliver this IP Assignment.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title, and interest in, to and under the following (the “**Assigned IP**”):

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the domain names set forth on Schedule 2 hereto, including the current registrations thereof (the “**Domain Names**”);

(c) the patents set forth on Schedule 3 hereto and all divisionals, continuations, continuation-in-part, renewals, reissues, or substitute applications, and also including all priority rights for patent applications foreign to the United States of America (the “**Patents**”);

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) 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

(f) 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and Trademarks in the United States Patent and Trademark Office to record and

register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto. Assignor agrees, and agrees to cause any appointed representative thereof, at the expense of Assignee and within reason, testify in any legal proceedings, to sign all lawful papers, execute all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications, make all lawful oaths, and generally do everything reasonably possible to vest title in Assignee and to aid Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Patents and Trademarks in all countries.

3. Transfer of Domain Names. Assignor shall execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Assignee, and cause the Domain Names to be registered in the name of Assignee with the domain name registry designated by Assignee.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. 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.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. 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).

[Signature page follows.]

CALIFORNIA ALL PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Bernardino

On April 12, 2022 before me, Kim Phuong Dang, Notary Public,
(Here insert name and title of the officer)

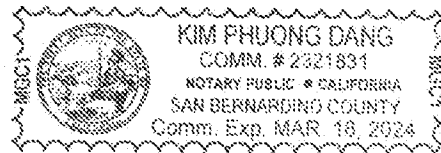
Personally appeared Edward ~~X~~ Rowland

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kim Phuong Dang (Notary Seal)
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Intellectual Property Assignment
(Title or Description of Attached Document)

Number of Pages: 1 Document Date: 4/12/2022

Loan #: N/A

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer _____
 Partner (s)
 Attorney-in-Fact
 Trustee (s)
 Other _____

TRADEMARK

REEL: 007746 FRAME: 0434

SCHEDULE 1

TRADEMARKS

Mark	Jurisdiction	Registration Number	Application Date
neubelt	United States	Serial No. 88851752	App 29-MAR-2020
PreciseFit	United States	Reg 5248428	App 03-JUN-2015
THE BELT WITH NO HOLES	United States	Reg 4398052	App 06-MAR-2013
nexbelt	United States	Reg 4464697	App 08-OCT-2012
	Canada	Reg TMA965800	App 05-MAY-2014
	United Kingdom	Reg UK00918203372	App 02-MAR-2020
	EU trade marks	Reg 18203372	App 02-MAR-2020
	EU trade marks	Reg 14012661	App 29-APR-2015
	China	Reg 22485122	App 03-JAN-2017
	China	Reg 19692245	App 20-APR-2016
	China	Reg 15648272	App 05-NOV-2014
	China	Reg 15648273	App 05-NOV-2014
	Hong Kong	Reg 303189150	App 05-NOV-2014
	Hong Kong	Reg 303189141	App 05-NOV-2014
	Japan	LAPSED	App 30-APR-2015
	Macao	[•]	App 28-APR-2015
	Malaysia		App 30-APR-2015

	Singapore	[•]	App 17-MAR-2017
	Singapore	[•]	App 30-APR-2015
nextbelt	South Korea	Reg 4011715640000	App 29-APR-2015
nextbelt	Taiwan	Reg 01738653	App 04-MAY-2015
	Australia	Reg 1690096	App 29-APR-2015

SCHEDULE 2
DOMAIN NAMES

Domain Name	Registrar	Expiration Date
https://www.bisongunbelt.com/	Edward Rowland	2/29/2026
https://www.bisongunbelts.com/	Edward Rowland	2/29/2026
https://www.extralargebelt.com/	Edward Rowland	6/9/2023
https://www.gunbeltusa.com/	Edward Rowland	2/29/2026
https://www.neubelt.com/	Edward Rowland	6/29/2023
https://www.nexbelt.com/	Edward Rowland	6/29/2023
https://www.nexbelt.net/	Edward Rowland	6/29/2023
https://www.nexbeltnation.com/	Edward Rowland	7/14/2026
https://www.nexbelts.com/	Edward Rowland	6/9/2023
https://www.nexfitcap.com/	Edward Rowland	6/9/2023
https://www.nexgunbelt.com/	Edward Rowland	2/9/2026
https://www.nextbelt.com/	Edward Rowland	6/9/2023
https://www.perfectfitcap.com/	Edward Rowland	6/9/2023
https://www.precisefitcap.com/	Edward Rowland	6/9/2023
https://www.rowlandthomas.com/	Edward Rowland	6/9/2023
https://www.shopnexusbelt.com/	Edward Rowland	6/9/2023
https://www.thebeltwithnohole.com/	Edward Rowland	6/10/2024
https://www.xlbelts.com/	Edward Rowland	6/9/2023

SCHEDULE 3**PATENTS**

Serial Number/Patent No.	Country	Title	Filing Date
13/210,227 8,689,364	United States	Belt Adjustment System	8/15/11
14/227,268 9,549,581	United States	Belt Adjustment System	3/27/14
14/580,886 9,185,942	United States	Belt Adjustment System	12/23/14
15/411,071 10,299,545	United States	Belt Adjustment System	1/20/17
16/419,380 10,966,489	United States	Belt Adjustment System	5/22/19
17/220,691	United States	Belt Adjustment System	4/1/21
14/953,325 10,881,170	United States	Belt Buckle System	11/28/15
15/583,351 10,208,778	United States	Belt System	5/1/17 (001) 5/1/16 (P01) 7/4/17 (P02)
10,897,942	United States	Belt System	2/13/19
17/155,627	United States	Belt System	1/22/21
15/049,094 10,548,362	United States	Pinless Belt System of Silicone Material	2/21/15
15/999,564	United States	Belt Buckle System with Threaded Retainers	8/20/18

16/231,549 10,681,963	United States	Belt Buckle System With Set Screw System	12/23/2018
16/779,621 62/800,527	United States	Belt Buckle System With Dual Biasing Mechanism	2-2-20 2-3-19 (P01)
62/963,083 17/151,360	United States	Belt Buckle System	1-19-20 (P01) 1/18/21
63/247,079	United States	Belt Buckle System	9-22-21
63/281,897	United States	Adjustable Belt Accessory System	11-22-21