

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM781987

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cycle Force Group		12/31/2022	Limited Liability Company: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Messingschlager USA, LLC		
<b>Street Address:</b>	2105 SE 5th St		
<b>City:</b>	Ames		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	50010		
<b>Entity Type:</b>	Limited Liability Company: IOWA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97069692	NORTH AMERICA CYCLES	
<b>Serial Number:</b>	88839000	APOLLO	
<b>Serial Number:</b>	90124615	TRI-RAD	
<b>Serial Number:</b>	90056082	JOEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	pto@drummlaw.com		
<b>Correspondent Name:</b>	H. Michael Drumm		
<b>Address Line 1:</b>	14656 W. 56th Dr.		
<b>Address Line 4:</b>	Arvada, COLORADO 80002		
<b>NAME OF SUBMITTER:</b>	Trent E. Rinebarger		
<b>SIGNATURE:</b>	/Trent E. Rinebarger/		
<b>DATE SIGNED:</b>	01/22/2023		
<b>Total Attachments: 4</b>			
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OP \$115.00 97069692



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made as of DEC. 31, 2022 by Cycle Force Group, LLC, an Iowa limited liability company, with an address at 2105 SE 5<sup>th</sup> St., Ames IA 50010 ("Assignor"), in favor of Messingschlager USA, LLC, an Iowa limited liability company, with an address at 2105 SE 5th St., Ames, IA 50010 ("Assignee").

Assignor has agreed to assign certain intellectual property set forth on Exhibit A (the "Assigned IP"), and has agreed to the recording of this Assignment with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

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

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor's right, title and interest in and to the Assigned IP together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, including the following:

- a) trademark registrations set forth on Exhibit A;
- b) any and 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;
- c) 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
- d) 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, 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. Assignor is not aware of any claims, pending or threatened, with respect to Assignor's rights in the Assigned IP. Assignor makes no warranties regarding whether the Assigned IP infringes on the rights of any person or entity.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents or Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at no cost to Assignee, 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

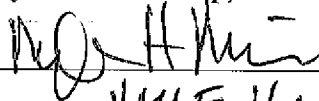
4. Miscellaneous. This Assignment will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

5. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Iowa, USA.

*[Signature Page Follows]*

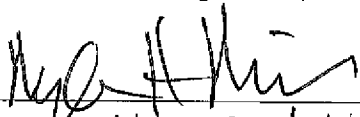
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

**Assignor Cycle Force Group, LLC.**

By:   
Name: NYLE HNIMS  
Title: CEO

AGREED TO AND ACCEPTED:

**Assignee Messingschlager USA, LLC**

By:   
Name: NYLE HNIMS  
Title: COO

**EXHIBIT A**  
**TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

Trademark	Serial Number	Date of Registration	Status
NORTH AMERICA CYCLES	97069692	N/A	Pending on the Principal Register
APOLLO	88839000	9/29/2020	Registered on the Principal Register
TRI-RAD	90124615	6/1/2021	Registered on the Principal Register
JOEY	90056082	1/25/2022	Registered on the Principal Register

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