

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lejon of California, Inc. d/b/a Vintage Bison USA		05/01/2023	Corporation: 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: 3			
Property Type	Number	Word Mark	
Serial Number:	97770070	LEJON	
Registration Number:	4857802	VINTAGE BISON USA	
Registration Number:	4618930	VINTAGE BISON	
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:	ipdocketing@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		
ATTORNEY DOCKET NUMBER:	134135-0102		
NAME OF SUBMITTER:	TUAN TRAN		
SIGNATURE:	/TUAN TRAN/		
DATE SIGNED:	05/05/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of May 1, 2023, is made by Lejon of California, Inc. d/b/a Vintage Bison USA, a California corporation (“Assignor”), in favor of TEAM NexBelt Operating, Inc., a Delaware corporation (“Assignee”).

WHEREAS, under the terms of that certain Asset Purchase Agreement by and between the parties hereto, John F. Shirinian, John W. Shirinian, and Eugene Shaw, as trustee of the Lawrence Shaw 2015 Revocable Trust Dated 3/17/2015, dated as of the date hereof, Assignor has conveyed, transferred, and otherwise assigned to Assignee, among other assets, certain intellectual property of Assignor, including without limitation, the intellectual property listed in Schedule 1, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, and/or any and all corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “*Assigned IP*”): all Intellectual Property (as defined in Section 2) used or usable in the business of the Assignor and its subsidiaries, including, without limitation, the following:

(a) the patents and patent applications, if any, set forth on Schedule 1 hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof and any patents or patent applications from which any of them claim priority or that claim priority from any of them anywhere in the world (the “*Patents*”);

(b) the trademarks, service marks and registrations and applications, if any, as set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the trademarks (the “*Trademarks*”);

(c) any and all works of authorship, including the copyrights, copyright registrations and applications for registration and any and all exclusive copyright licenses, if any, set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “*Copyrights*”);

(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 and/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. Intellectual Property Defined. For purposes of this IP Assignment, “*Intellectual Property*” means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the laws, rules and regulations of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or governmental authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor’s certificates, petty patents and patent utility models); (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; (g) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (h) all rights to any proceeding of any nature available to or being pursued by any Assignor to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment or any other document otherwise confirming the rights herein upon request by Assignee. Following the date hereof, 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.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. 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.

6. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature Page Follows]

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

ASSIGNOR:

Lejon of California, Inc. d/b/a Vintage
Bison USA

By: _____
Name: John W. Shirinian
Title: Chief Executive Officer

Address: _____

ASSIGNEE:

TEAM NexBelt Operating, Inc.

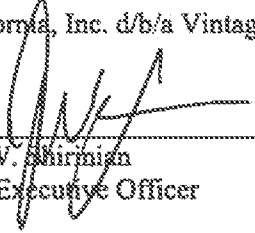
By:  _____
Name: David Mann
Title: Managing Partner

Address: 10390 Regis Court
Rancho Cucamonga, CA 91730

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

ASSIGNOR:

Lejon of California, Inc. d/b/a Vintage
Bison USA

By: 
Name: John W. Whirgin
Title: Chief Executive Officer

Address: 1229 Railroad Street
Corona, California 92882

ASSIGNEE:

TEAM NexBelt Operating, Inc.


By: _____
Name: David Mann
Title: Managing Partner

Address: _____

Schedule 1
Intellectual Property

PATENTS: None.

TRADEMARKS:

Trademark	Application Number/ Registration Number	Registration Date	Owner per USPTO	Status
LEJON	97770070	N/A	N/A	Application
	86417224/ 4857802	November 24, 2015	Company	Live
Vintage Bison	86107820/ 4618930	October 07, 2014	Company	Live

COPYRIGHTS: None.

DOMAIN NAMES:

1. <https://www.lejon.com/>
2. <https://vintagebisonusa.com/>
3. <http://www.vab1968.com/>
4. <https://johnsbelts.com/>

SOCIAL MEDIA:

1. Instagram:

- a. Johns' belts;
 - b. Lejon – Est 1968; and
 - c. Vintage Bison USA
2. Facebook:
- a. Johns' belts;
 - b. Lejon – Est 1968; and
 - c. Vintage Bison USA

[Schedule 1]