

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM844093

<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>
BOARDRIDERS IP HOLDINGS, LLC		03/17/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WB XCEL HOLDINGS, LLC		
<b>Street Address:</b>	115 BOOMERANG RD #5101B		
<b>City:</b>	ASPEN		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	81611		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1292982	XCEL	
Registration Number:	2345952	EXCELWEAR	
Registration Number:	2836886		
Registration Number:	2977752	XCEL	
Registration Number:	1622623	XCEL	
Registration Number:	1965081	XCEL	
Registration Number:	2948566	XCEL	
Registration Number:	2217115	XCEL	
Registration Number:	5816788	XCEL	
Registration Number:	3785057	XCEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8059620722		
<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>Phone:</b>	8059629495		
<b>Email:</b>	rbehle@foleybezek.com		
<b>Correspondent Name:</b>	Roger N. Behle, Jr.		
<b>Address Line 1:</b>	15 W Carrillo Street Suite 200		
<b>Address Line 4:</b>	Santa Barbara CA, CALIFORNIA 93101		

OP \$265.00 1292982

<b>NAME OF SUBMITTER:</b>	Roger N. Behle, Jr.
<b>SIGNATURE:</b>	/roger n. behle, jr./
<b>DATE SIGNED:</b>	10/06/2023
<b>Total Attachments: 10</b> source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif source=IP Assignment#page5.tif source=IP Assignment#page6.tif source=IP Assignment#page7.tif source=IP Assignment#page8.tif source=IP Assignment#page9.tif source=IP Assignment#page10.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**IP Assignment**”) is made, as of March 17, 2020, by Boardriders IP Holdings, LLC, a California limited liability company, having a principal place of business at 5600 Argosy Circle, Suite 100, Huntington Beach, California 92649, USA (“**Assignor**”), in favor of WB XCEL Holdings, LLC, a Delaware limited liability company, having a principal place of business at 115 Boomerang Rd., #5101B, Aspen, Colorado 81611 (“**Assignee**”).

WHEREAS, Assignee and Boardriders Wholesale, LLC, a California limited liability company and Affiliate of Assignor (the “**Seller**”), have entered into that certain Asset Purchase Agreement, dated March 17, 2020 (the “**Purchase Agreement**”), pursuant to which the Seller will sell, assign, transfer, and deliver to Assignee, and Assignee will purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller and the Seller’s Affiliates in and to the Purchased Assets; and

WHEREAS, under the terms of the Purchase Agreement, the Seller has, and has caused the Assignor to, convey, transfer, and assign to Assignee the Purchased IP and will deliver a generic Trademark Assignment document to Assignee for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, interest and appurtenant goodwill, free and clear of any and all Liens, other than Permitted Liens, in and to the following (the “**Assignor IP Rights**”):

(a) the trademark and tradename registrations and applications set forth in Exhibit A hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”);

(b) any and all copyright, including the copyright set forth in Exhibit B hereto;

(c) the domain name registrations set forth in Exhibit C hereto;

(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.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of any corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's request, and at Assignee's sole cost and expense, 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 Assignor IP Rights to Assignee, or any assigns or successors thereto.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, and agreements relating to the Purchased Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, and agreements 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 to be 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.

*[Signature Page Follows]*

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

“ASSIGNOR”

BOARDRIDERS IP HOLDINGS, LLC,  
a California limited liability company

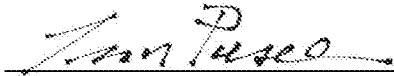
By:   
Name: Lesley Skipp  
Title: Global IP Manager

[Signature Page to IP Assignment Agreement]








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

**“ASSIGNEE”**

WB XCEL Holdings, LLC,  
a Delaware limited liability company

By:   
Name: Tim Puschaver  
Title: Authorized Signer

**EXHIBIT A**  
**TRADEMARKS**

COUNTRY	APP/REG NO.	TRADEMARK	CLASS	STATUS
Argentina	2679501	XCEL	25	Registered
Argentina	2589832		28	Registered
Australia	791714	XCEL	25	Registered
Australia	1196584	XCEL	9, 28, 35, 41	Registered
Australia	533936		25	Registered
Bahrain	TM61639	XCEL	25	Registered
Benelux	832171	XCEL HAWAII	25	Registered
Bermuda	47250	XCEL	25	Registered
Brazil	817645454	XCEL	25	Registered
Brazil	815509987	XCELERATOR	25	Registered
Bulgaria	70155	XCEL	25	Registered
Canada	TMA880399	XCEL	25	Registered
Canada	TMA879489		25	Registered
Chile	840799		25	Registered
China	7517663		9	Registered
China	7517659		25	Registered
China	7517665		28	Registered
China	5443890	XCEL	9	Registered
China	5443891	XCEL	25	Registered
China	6351905	XCELERATOR	9	Registered
China	6351906	XCELERATOR	25	Registered

COUNTRY	APP/REG NO.	TRADEMARK	CLASS	STATUS
Columbia	373141	XCEL	25	Registered
Costa Rica	196708	XCEL	25	Registered
Croatia	Z20071618	XCEL	25	Registered
Dominican Republic	164299	XCEL	25	Registered
Ecuador	173-18	XCEL	25	Registered
Egypt	233218	XCEL	9	Registered
El Salvador	2007069941	XCEL	25	Registered
European Union	3809571	XCEL	18, 25, 28	Registered
European Union	6243745	XCEL	35, 41	Registered
European Union	102913	XCEL	9, 25	Registered
European Union	6243802	XCELERATOR	9, 25	Registered
Fiji	767/2007	XCEL	25	Registered
Fiji	766/2007	XCEL	25	Registered
Fiji	768/2007	XCEL	25	Registered
France	1469431	XCEL HAWAII	25	Registered
Germany	1142339	XCEL	25	Registered
Guatemala	179968	XCEL	25	Registered
Hong Kong	300944820	XCEL	25	Registered
India	1765938		25	Registered
Iran	154765	XCEL	25	Registered
Iraq	51151	XCEL	25	Registered
Italy	362019000014855	XCEL	25	Registered
Japan	4169700	XCEL	9	Registered
Japan	4465450	XCEL	25	Registered
Japan	2354708	XCELERATOR	9, 25	Registered
Jordan	97242		25	Registered
Kenya	61924	XCEL	25	Registered



COUNTRY	APP/REG NO.	TRADEMARK	CLASS	STATUS
Korea (South)	40-0714053	XCEL	25, 28	Registered
Kuwait	74693	XCEL	25	Registered
Lebanon	113630	XCEL	25	Registered
Macau	N/030911	XCEL	25	Registered
Madagascar	10730	XCEL	25	Registered
Malaysia	7017295	XCEL	25	Registered
Mexico	471072	XCEL	25	Registered
New Zealand	236929	XCEL	25	Registered
Nicaragua	2010091352	XCEL	25	Registered
Norway	235167	XCEL	25	Registered
Oman	46899	XCEL	25	Registered
Paraguay	319761	XCEL	25	Registered
Peru	830965-2019		9	Prov Refusal
Peru	831390-2019	 HAWAII	25	Published
Philippines	4-2007-010336	XCEL HAWAII	25	Registered
Portugal	264883	XCEL	25	Registered
Portugal	425700	XCEL	25, 28	Registered
Puerto Rico	202742	XCEL	25	Registered
Qatar	48438	XCEL	25	Registered
Saudi Arabia	142808252	XCEL	25	Registered
Singapore	T08/00780G	XCEL	9	Registered
Singapore	T07/18064E	XCEL	25	Registered
South Africa	94/05094	XCEL	25	Registered
South Africa	2009/14533	XCEL	25	Registered
Spain	2805924	XCEL	9, 25, 28	Registered
Spain	1644073		9	Registered
Sri Lanka	140773	XCEL	25	Published
Sweden	241501	XCEL	25	Registered
Switzerland	545754	XCEL	25	Registered

COUNTRY	APP/REG NO.	TRADEMARK	CLASS	STATUS
Switzerland	467473	XCEL	9, 25	Registered
Taiwan	1232504	XCEL	9	Registered
Taiwan	1239412	XCEL	25	Registered
Trinidad & Tobago	38909	XCEL	25	Registered
Turkey	2007/47394	XCEL	25	Registered
United Arab Emirates	128633	XCEL	25	Registered
United Kingdom	2465662	XCEL HAWAII	25	Registered
United States	2345952	EXCELWEAR	25	Registered
United States	2836886		25	Registered
United States	2977752	XCEL	9	Registered
United States Hawaii State Register	4031766	XCEL	25	Registered
United States	1622623	XCEL	25	Registered
United States	1965081	XCEL	25	Registered
United States	2948566	XCEL	28	Registered
United States Hawaii State Register	4031765	XCEL	35	Registered
United States	2217115	XCEL	35	Registered
United States	5816788	XCEL	35	Registered
United States	3785057	XCEL	18, 28	Registered
United States	1292982		25	Registered
United States Hawaii State Register	181640	XCEL WETSUITS	25	Registered
Uruguay	382969	XCEL	25	Registered
Venezuela	337.877-P		25	Registered


Tradenames

State	Reg. No.	Name	Status
USA- Hawaii	181639	XCEL WETSUITS HAWAII	Registered

**EXHIBIT B**

**COPYRIGHT AND DESIGN RIGHTS**

All copyright and all registered and unregistered design rights owned by Assignors and solely or predominantly used or exercised in connection with the Asset Purchase Agreement as of the date of the Asset Purchase Agreement, including in original textile prints, graphics, designs (including clothing designs) and drawings and in the following items:

Design	Creator	Date of First Publication
	Justin Heit	US Spring/Summer 2001 Xcel catalogue, published 7 August 2000