

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bravo Highline LLC		01/26/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pro Skate HoldCo, LLC		
Street Address:	2-8 Haven, Suite 205		
City:	Port Washington		
State/Country:	NEW YORK		
Postal Code:	11050		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3161505	PRO-TEC	
Registration Number:	3308074	PRO-TEC	
Registration Number:	3308071	PRO-TEC	
Registration Number:	3161503	PRO-TEC	
Registration Number:	3161507	PRO-TEC	
Registration Number:	3308080	PRO-TEC	
Registration Number:	3308075	PRO-TEC	
Registration Number:	3308076	PRO-TEC	
Registration Number:	3899187	PRO-TEC	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		

CH \$240.00 3161505

SIGNATURE:	/Gregory Esau/
DATE SIGNED:	01/29/2024
Total Attachments: 13 source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page1.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page2.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page3.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page4.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page5.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page6.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page7.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page8.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page9.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page10.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page11.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page12.tif source=Bravo - Pro-Tec - Trademark Assignment (Executed)#page13.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of January 26, 2024 (the "Effective Date"), is made by and between Bravo Highline LLC, a Delaware limited liability company (the "Assignor"), and Pro Skate HoldCo, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used but not defined in this Agreement shall have the same meanings as are given to such terms in the Purchase Agreement (defined herein).

W I T N E S S E T H:

WHEREAS, in that certain Asset Purchase Agreement by and between the Assignor and the Assignee dated as of the Effective Date (the "Purchase Agreement"), the Assignor agreed to sell, transfer, assign, convey and deliver to the Assignee, and the Assignee agreed to purchase from the Assignor, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the Assignor's right, title and interest in, to and under the Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor agrees to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee agrees to purchase from the Assignor, all of the Assignor's right, title and interest in, to and under all of the Trademarks set forth in Schedule 1 hereto.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's worldwide right, title and interest in, to and under the Trademarks, together with all goodwill and going concern value associated therewith, all common law rights thereto, all right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, and all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of the Trademarks.

Section 2. Further Assurances. This Agreement has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable foreign countries or multinational authorities. The Assignor agrees that any time or from time to time, upon the reasonable request of the Assignee, the Assignor shall, at the sole cost and expense of the Assignee, do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances and other documents, instruments and papers as may be reasonably requested to perfect, protect, secure or more fully evidence

the Assignee's right, title and interest in, to and under the Trademarks, or to enable the Assignee (or any agent or designee of any of the foregoing) to exercise or enforce any of its rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby and any other forms of assignment to record evidence of the transfer of the Trademarks in any jurisdiction anywhere throughout the world.

Section 3. Governing Law. This Agreement and any claim or controversy hereunder shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to the principles of conflict of Laws thereof.

Section 4. Entire Agreement. This Agreement, including Schedule 1 attached hereto which is deemed for all purposes to be part of this Agreement, and the Purchase Agreement and other documents, delivered pursuant to the Purchase Agreement and this Agreement, together contain all of the terms, conditions and representations and warranties agreed upon or made by the parties relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties or their representatives, oral or written, respecting such subject matter. In the event of any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

Section 5. Counterparts. This Agreement may be signed in any number of counterparts (including by means of facsimile or portable document format (.PDF) copies) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

Section 6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign its rights or delegate any of its obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed; provided, that the Assignee shall be entitled to assign or delegate this Agreement or all or any part of its rights or obligations hereunder (a) to any one or more Affiliates of the Assignee; provided, further, that such assignment shall not relieve the Assignee of any of its obligations hereunder, (b) in connection with the sale of all or any substantial portion of the assets of the Assignee or one or more Affiliates of the Assignee, or (c) for collateral security purposes to any lender providing financing to the Assignee. No assignment or delegation shall relieve the assigning party of any of its obligations hereunder.

[No further text on this page; signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

BRAVO HIGHLINE LLC

By: 
Name: Bart Thielen
Title: Chief Executive Officer

ASSIGNEE:

PRO SKATE HOLDCO, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

BRAVO HIGHLINE LLC

By: _____

Name: Bart Thielen

Title: Chief Executive Officer

ASSIGNEE:

PRO SKATE HOLDCO, LLC

By: DocuSigned by:
Robert Erb _____
1A6F4878DF1F40E

Name: Robert Erb

Title: Chief Executive Officer

Schedule 1

See attached.

[Schedule 1 to Trademark Assignment Agreement]

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TRADEMARK
REEL: 008330 FRAME: 0838





Schedule 1

Trademark	Country	Reg. No.	Reg. Date
	Argentina	3579710	Feb 14, 2007
	Argentina	3579711	Feb 14, 2007
	Argentina	2890077	July 26, 2017
	Australia	933292	November 6, 2002
	Australia	App. No. 2352457	Pending (filed April 27, 2023)
	Canada	TMA606781	March 31, 2004
	Canada	TMA549586	August 9, 2001









[Schedule I to Trademark Assignment Agreement]

Trademark	Country	Reg. No.	Reg. Date
	Canada	TMA729307	November 24, 2008
	Canada	TMA729436	November 25, 2008
PRO-TEC	Canada	TMA551192	September 20, 2001
	Canada	TMA729306	November 24, 2008
	China	3373121	August 28, 2007
	China	9001044	May 7, 2014
	China	9001048	May 7, 2014
PRO-TEC	China	9001046	February 14, 2012
	EU	3279114	March 31, 2005
	EU	3291507	March 3, 2005








[Schedule I to Trademark Assignment Agreement]

Trademark	Country	Reg. No.	Reg. Date
	EU	3279106	March 17, 2005
	EU	3283504	April 12, 2005
PRO-TEC	EU	159525	January 29, 2001
	EU	3279081	February 7, 2005
	EU	3279131	February 4, 2005
PRO-TEC	EU	3279023	February 4, 2005
PRO-TEC	EU	3279031	March 2, 2005
	Hong Kong	2003-B12993	November 15, 2002
	Hong Kong	2003-B14918AA	November 15, 2002
	Japan	4910303	November 25, 2005







[Schedule I to Trademark Assignment Agreement]

Trademark	Country	Reg. No.	Reg. Date
	Mexico	1460382	June 4, 2014
	Mexico	777598	January 31, 2003
	Mexico	1500933	December8, 2014
	New Zealand	667940	May 8, 2003
	New Zealand	667942	May 8, 2003
	Republic of Korea	40-0782571	March 12, 2009
	Republic of Korea	40-0637637	November 3, 2005
	Taiwan	1063226	November 1, 2003
PRO-TEC	Turkey	2010/52388	November 27, 2015








[Schedule I to Trademark Assignment Agreement]

Trademark	Country	Reg. No.	Reg. Date
	UK	UK009-03279114	July 23, 2003
	UK	UK009-03291507	July 25, 2003
	UK	UK009-03279106	July 23, 2003
	UK	UK009-03283504	July 23, 2003
PRO-TEC	UK	UK009-00159525	January 29, 2001
	UK	UK009-03279081	July 23, 2003
	UK	UK009-03279131	July 23, 2003
PRO-TEC	UK	UK009-03279023	July 23, 2003
PRO-TEC	UK	UK009-03279031	July 23, 2003
	US	3161505	October 24, 2006



[Schedule I to Trademark Assignment Agreement]

Trademark	Country	Reg. No.	Reg. Date
	US	3308074	October 9, 2007
PRO-TEC	US	3308071	October 9, 2007
PRO-TEC	US	3161503	October 24, 2006
	US	3161507	October 24, 2006
	US	3308080	October 9, 2007
PRO-TEC	US	3308075	October 9, 2007
PRO-TEC	US	3308076	October 9, 2007
	Australia	933293	November 6, 2002
	Brazil	825123399	July 20, 2010
	EU	29227722	November 18, 2004

[Schedule I to Trademark Assignment Agreement]

Trademark	Country	Reg. No.	Reg. Date
	EU	2920544	March 2, 2005
	Hong Kong	301801836	December 30, 2010
	Hong Kong	301801818	December 30, 2010
PRO-TEC	Hong Kong	301801827	December 30, 2010
	Taiwan	App. No. 101880291	
	Taiwan	App. No. 101880287	
PRO-TEC	Taiwan	App. No. 101880289	
	Taiwan	1557748	January 1, 2013
	Taiwan	1557747	January 1, 2013
PRO-TEC	Taiwan	1557749	January 1, 2013

[Schedule I to Trademark Assignment Agreement]

Trademark	Country	Reg. No.	Reg. Date
	UK	UK009-02922722	November 18, 2004
	UK	UK009-02920544	March 2, 2005
PRO-TEC	US	3899187	January 4, 2011