

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496780

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900466592		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Minds Group Inc.		07/19/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Endure Sports Group LLC		
<b>Doing Business As:</b>	Blue Competition Cycles		
<b>Street Address:</b>	1200 Diamond Circle, Unit B		
<b>City:</b>	Lafayette		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80026		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4065738	BLUE COMPETITION CYCLES	
<b>Registration Number:</b>	4043217	B	
<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>Phone:</b>	9498540770		
<b>Email:</b>	tommy@rideblue.com		
<b>Correspondent Name:</b>	Minds Group Inc.		
<b>Address Line 1:</b>	1000 N. West Street		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Wilmington, DELAWARE 19801		
<b>NAME OF SUBMITTER:</b>	Dean Myers		
<b>SIGNATURE:</b>	/dm/		
<b>DATE SIGNED:</b>	11/05/2018		
<b>Total Attachments: 2</b>			
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Goodwill of the business

Asset Purchase Agreement between

Minds Group, LLC and Endure Sports Group, LLC

MINDS GROUP LLC, herein "Minds Group", of Washington DC, the Seller agree to sell the assets and intellectual property shown in Exhibit A and all claims, rights and ownership of Blue Competition Cycles; herein known as "Blue", to ENDURE SPORTS GROUP, LLC of Lafayette CO, the Purchaser for a total of \$5,000 US. These funds shall be paid to the Seller within 3 days of signing of this Agreement.

Assets: Minds Group agree to assign all rights and ownership to the Blue brand and all intellectual property including but not limited to the trademark, bicycle carbon fiber model, bicycle design, worldwide sales and distribution rights to the Purchaser. Blue Competition Cycles intellectual property includes any use of related names including but not limited to Blue Bicycles, Blue Cycles, Blue Bikes, Blue Competition, Blue Competition Bikes. It also includes the Aorus brand name for wheels, handlebars, stems, seat posts and other bicycle parts and accessories. Minds Group attests and confirms it owns the Exhibit A assets outright with no encumbrances, debt or claims to them by any other individual, company or organization.

This Agreement is contingent upon completion of the purchases of inventory by Purchaser from Blue Competition Cycles and Aorus C bicycles shown in the attached purchase invoices. Should the inventory not be deliverable within 45 days of signing this Agreement or if it does not substantially include all of the items listed then the Purchaser has the right, but it is not required, to terminate the Agreement and make it null and void. Purchaser must notify Seller to terminate within 60 days and Minds Group shall return all payments received to the Purchaser within 7 days of receiving such notice.

Authority: The below signed attest they have the authority to sell the assets on behalf of Minds Group all its members, directors and managers.

Dispute Resolution: In the event of any dispute the parties agree to use their best efforts to attempt to resolve such dispute in good faith through direct negotiation between the parties. In the event such dispute is not resolved between the parties here to within thirty (30) days of written notification of such dispute to and among such parties, the parties, subject to an election to arbitrate as hereinafter provided, consent to the exclusive jurisdiction of any court of competent jurisdiction in or for the City and County of Denver, State of Colorado, and submit to the jurisdiction of such such court regardless of their residence. Accordingly, the parties waive any and all claims of forum non conveniens.

In the event that a dispute is not resolved between the parties within thirty (30) days of written notification of such dispute to and among such parties, the parties may instead mutually agree that such dispute shall be submitted for arbitration to either the Judicial Arbitrator Group ("JAG") or the American Arbitration Association ("AAA"). In the event the parties mutually agree that the arbitration should be submitted to JAG, such arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules then in effect or pursuant to any other procedure to which the parties mutually agree. In the event the parties agree to arbitration but do not mutually agree that the dispute should be submitted to arbitration to JAG, the dispute shall instead be submitted to the AAA for arbitration in accordance with the AAA Commercial Arbitration Rules then in effect. Any arbitration hereunder by JAG or AAA shall take place in Denver, Colorado. The decision rendered in the arbitration proceeding shall be final and conclusive upon the parties and may be enforced by any court of competent jurisdiction. The prevailing party shall be entitled to recover its attorneys' fees, court costs, arbitration costs, and other collection expenses, in addition to any other relief it may receive in connection with its enforcement of this Agreement or if it is the prevailing party in any such dispute.

Survival of Representations: All representations and statements of the parties contained in this Agreement will be true and correct at the time of signing and shall survive the signing and the parties' performance of their obligations hereunder.

Entire Agreement. This Agreement and the Exhibits and other documents set forth the entire agreement of the parties with respect to the subject matter and supersede any prior understandings, agreements, warranties, or representations by or between parties, written or oral, to the extent they relate in any way to the subject matter. This Agreement may not be amended or modified except in writing subscribed to by all the parties.

Governing Law. This Agreement is entered into in the State of Colorado and all issues arising hereunder shall be interpreted and governed in all respects by the laws of such State (without regards to the conflict of law principles thereof).


Modification or Severance. In the event that any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be severed or modified to the extent necessary to render it enforceable and as so severed or modified, this Agreement will remain in full force and effect.

Electronic PDF Transmittal. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument. Signatures transmitted electronically in PDF format shall be deemed original signatures for all purposes.

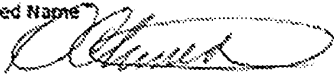
Expenses. Except as otherwise provided, each of Seller and Purchaser will bear its own costs and expenses (including legal and attorneys' fees and other expenses) incurred in connection with this Agreement and the transactions contemplated hereby.


Agreed this 19th day of July 2018,

On behalf of Minds Group LLC:

_____	July 19, 2018
Tommy Chen	Date
	President
Signature	Title/Position in Company

On behalf of Endure Sports Group LLC:

_____	7/20/18
Oriando Chinea	Date
Printed Name	President/Owner
	Title/Position in Company
Signature	

_____	7/21/18
Dean Myers	Date
Printed Name	Vice President/Owner
	Title/Position in Company
Signature	

## Exhibit A

### Assets and Intellectual Property

- 1) Brand names Blue Competition Cycles, Aerus and any related similar names that may have been used including Blue Bicycles, Blue Cycles, Blue Bikes, Blue Competition, Blue Competition Bikes
- 2) Domain names and associated text, images and video content on the Web sites, other related Web sites or domains used by Minds Group for Blue shall also be included
  - a. Rideblue.com
  - b. Buy-blue.com
- 3) Social Media Accounts along with the text, images and videos on those Websites
  - a. Facebook <https://www.facebook.com/rideblue/>
  - b. Twitter <https://twitter.com/BlueBicycles>
  - c. Instagram <https://www.instagram.com/rideblueusa/>
  - d. Youtube channel
- 4) U.S. and WIPO trademarks
  - a. US 85150182 Blue Competition Cycles
  - b. US 85150186 B "logo"
  - c. WIPO 1237393 blue COMPETITION CYCLES
- 5) Marketing and advertising materials
  - a. High resolution photographs of bicycles, frames and other marketing images
  - b. Print catalog - original high resolution files and graphics files
  - c. Team and athlete photographs
  - d. Team and athlete videos
- 6) Dealer lists with contacts names, phone and email
- 7) Dealer agreements
- 8) Customer lists
- 9) Distributor contact lists and agreements for U.S. and Worldwide who have sold Blue product in the past
- 10) Factory frame/fork manufacturers' contact list with names, phone and email
- 11) Manufacturing factories' molds and drawings of bicycle, frames and fork designs with confirmation of ownership by Minds Group through letters or agreement
- 12) Bike mold design drawings and cad files to include:
  - a. AC1, Triad, Triad SP, Triad Elite, Norcross Original, Norcross new disc brake version (drawings)
- 13) Frame/Fork decal graphics and design files
- 14) List of all suppliers for bike parts and other services with contact names, phone and email (i.e. OEM wheels, handlebars, stems, small parts, bike decals etc)