

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM512560

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advanced Sports, Inc.		02/27/2019	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Specialized Bicycle Components, Inc.		
<b>Street Address:</b>	15130 Concord Circle		
<b>City:</b>	Morgan Hill		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95037		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1686272	ROUBAIX	
<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>	karca@specialized.com		
<b>Correspondent Name:</b>	Specialized Bicycle Components, Inc.		
<b>Address Line 1:</b>	15130 Concord Circle		
<b>Address Line 4:</b>	Morgan Hill, CALIFORNIA 95037		
<b>NAME OF SUBMITTER:</b>	Kim Arca		
<b>SIGNATURE:</b>	/kim arca/		
<b>DATE SIGNED:</b>	03/04/2019		
<b>Total Attachments: 5</b>			
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OP \$40.00 1686272

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of February 27, 2019, is made by Advanced Sports, Inc. ("Assignor"), a North Carolina Corporation, located at 10940 Dutton Road, Philadelphia, PA 19154, in favor of Specialized Bicycle Components, Inc. ("Assignee"), a California Corporation, located at 15130 Concord Circle, Morgan Hill, CA 95037.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of \$10 and other good and valuable consideration paid by Assignee upon execution of this Trademark 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 Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(i) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(ii) 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;

(iii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(iv) 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.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Except as expressly provided herein and in that Asset Purchase Agreement between Assignor and Assignee, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademarks.

#### 4. General.

(i) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, along with the Asset Purchase Agreement between Assignor and Assignee dated February 5, 2019 and the order confirming sale of the Assigned Trademarks dated February 26, 2019 entered by the U.S. Bankruptcy Court for the Middle District of North Carolina in *Advanced Sports Enterprises, Inc., et al.*, Case No. 18-80856, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(ii) Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(iii) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

(iv) Counterparts. This Trademark 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 Trademark Assignment and electronic signatures 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 Trademark Assignment. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Trademark Assignment and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Trademark Assignment, any other document necessary for the consummation of the transaction contemplated by this Trademark Assignment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA"), any substitute therefore or amendment thereto, and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

(v) Severability. The provisions of this Trademark Assignment shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Trademark Assignment, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Trademark Assignment and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE FOLLOWS]

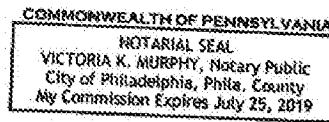
IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Advanced Sports, Inc.

By: [Signature]  
Name: Thomas J. Durkin  
Title: President

SWORN TO BEFORE ME THIS 27<sup>th</sup> DAY OF February, 2019  
Victoria K. Murphy

Notary Public  
Print Name: Victoria K. Murphy  
My Commission Expires: July 25, 2019



AGREED TO AND ACCEPTED:

Specialized Bicycle Components, Inc.

By: [Signature]  
Name: Edward A. Mitchell  
Title: Secretary  
Address for Notices:  
15130 Concord Circle  
Morgan Hill, CA 95037, USA

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Please see attached notarial certificate.

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

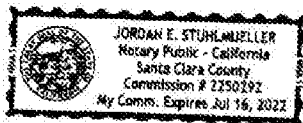
Subscribed and sworn to (or affirmed) before me

on this 27th day of February, 2019  
 by Date Month Year

(1) Edward A. Mitchell

(and (2) \_\_\_\_\_)  
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature \_\_\_\_\_  
 Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Trademark Assignment Agreement re Roubaix mark

Document Date: 27 February 2019 Number of Pages: 4

Signer(s) Other Than Named Above: Representative of Advanced Sports, Inc.

**Schedule 1**

**Assigned Trademarks**

The mark ROUBAIX, including U.S. Trademark Registration No. 1686272 for the mark ROUBAIX, and any other registered and unregistered trademark rights Assignor has in the mark ROUBAIX.