

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530421

<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>
CAPiTA Snowboards LLC		01/01/2019	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Core S.r.l.		
<b>Street Address:</b>	Via Madriasco 5		
<b>City:</b>	Delebio (SO) CAP		
<b>State/Country:</b>	ITALY		
<b>Postal Code:</b>	23014		
<b>Entity Type:</b>	Private Limited Company: ITALY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87048373	SPRING BREAK	
<b>Serial Number:</b>	76126664	CAPITA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2062240779		
<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>	2066828100		
<b>Email:</b>	efiling@cojk.com		
<b>Correspondent Name:</b>	Everett E. Fruehling		
<b>Address Line 1:</b>	Christensen O'Connor Johnson Kindness		
<b>Address Line 2:</b>	1201 Third Avenue, Suite 3600		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>NAME OF SUBMITTER:</b>	Everett E. Fruehling		
<b>SIGNATURE:</b>	/Everett E. Fruehling/		
<b>DATE SIGNED:</b>	07/03/2019		
<b>Total Attachments: 10</b>			
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## TRADEMARK SALE AND ASSIGNMENT

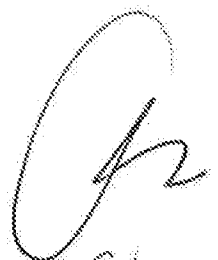
This Trademark Sale and Assignment Agreement (hereinafter "Agreement"), effective this 1<sup>st</sup> day of January 2019 (hereinafter "Effective Date"), is by and between CAPiTA Snowboards LLC, a Washington Limited Liability Company having an address of C3, 4917-14<sup>th</sup> Avenue N.W., Seattle, WA 98107 USA (hereinafter "Seller"), and Core S.r.l., an Italian Private Limited Company having an address of Via Madriasco 5, Delebio (SO) CAP 23014 ITALY (hereinafter "Buyer").

WHEREAS, Seller is the owner of all right, title and interest in and to the trademarks (hereinafter the "Marks") the common law rights therein, the registrations therefor listed on Exhibit A attached hereto, and the goodwill associated with the Marks;

WHEREAS, Buyer is desirous of owning all right, title and interest in and to the Marks, the common law rights therein, the registrations and applications therefor and the goodwill associated therewith;

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

1. Assignment. Seller does hereby assign, sell, transfer and convey to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Marks throughout the world, including all applications and registrations therefor as per the attached Exhibit A and all goodwill in connection with which the Marks have been used and all rights to petition, sue, or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaration or other) for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relation to the Mark, or any license, agreement, contract or other matter relation thereto, worldwide and forever.



2. Consideration. In full consideration of promises and covenants herein as well as the Assignment of the Marks detailed herein, Buyer shall pay to Seller the sum of [REDACTED] [REDACTED] after the Buyer's receipt of this Agreement and the Assignment of Registered and Pending Trademarks and assignments contained therein (attached hereto as Exhibit A) as all executed by Seller. Payment shall be due on 2019 November 30<sup>th</sup>, 2019 with a first deposit in the amount of [REDACTED] [REDACTED] within May 31<sup>st</sup>, 2019. In addition to the Buying Price, Buyer will grant to the current Capita Snowboards LLC shareholders in case of transfer of ownership of the Marks to third parties between January 1<sup>st</sup>, 2019 and January 1<sup>st</sup>, 2029, on its own or together with other assets of the Seller, an earn out equal to:

Torpedo Workshop Inc. [REDACTED]

Vehicle LLC [REDACTED]

Bruce Auld Bannister [REDACTED]

Robert Earl Gundram [REDACTED]

Eurovan [REDACTED]

California Sports S.r.l. [REDACTED]

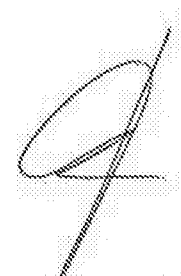
[REDACTED]

The earn out will not be due in case of transfer of ownership of the Marks to Third Parties.

"Third parties" are defined as entities in which the Buyer does not have at least, directly or indirectly, [REDACTED]

[REDACTED] The earn out will become due in case of change of control of the Buyer concerning at least [REDACTED] and/or change of control of the controlled company owning the Marks concerning at [REDACTED]

[REDACTED] The earn out will become due in any other case the Buyer would "de facto" transfer the ownership or the control of the Marks to Third Parties within the designated time period, including the commitment of a transfer of ownership or control of the Marks to Third Parties outside the designated time period made within the designated time period.



3. Further Assurances. Seller further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by Buyer to effectuate this assignment, including executing the Assignment of Registered and Pending Trademarks (attached hereto as Exhibit A) to be recorded with the United States Patent and Trademark Office and other pertinent and appropriate authorities to record those assignments.

4. Adverse Claims. Seller agrees that it will do nothing inconsistent with Buyer's ownership of the Marks and shall not claim adversely to Buyer, or assist any third party in attempting to claim adversely to Buyer with regards to such ownership. Seller agrees that it will not challenge Buyer's title to the Marks, challenge the validity of this Agreement or the assignment made herein, or Buyer's right to seek registration of any trademark incorporating the Marks. Furthermore, Seller will not register, nor attempt to register, any trade name or trademark or domain name that, in whole or in part, incorporates or is confusingly similar to the Marks.

5. Indemnification of Buyer. Seller shall indemnify, hold harmless, and defend Buyer, its parent, affiliated and subsidiary companies, and its and their officers, directors, agents, and employees ("Buyer Indemnitees"), from and against any and all liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements, and expenses (including legal fees) ("Claims") as may be suffered, made, or incurred by the Buyer Indemnitees arising out of any breach of any of the covenants, warranties, representations, and agreements made by Seller herein.

6. Indemnification of Seller. Buyer shall indemnify, hold harmless, and defend Seller, its parent, affiliated and subsidiary companies, and its and their officers, directors, agents and employees ("Seller Indemnitees"), from and against any and all Claims as may be suffered, made, or incurred by the Seller Indemnitees arising out of (1) any breach of any terms, covenants, warranties, representations, and agreements made by Buyer herein; and (2) any third party allegations and successful legal claims arising after the Effective Date herein based on,

arising from, or relating to an assertion that the Mark infringes, misappropriates or violates any trademark or privacy right of a third party.

7. Procedure. The indemnified party ("Beneficiary") shall promptly notify the indemnifying party ("Indemnitor") in writing of any Claim, and upon written request by Beneficiary, Indemnitor promptly shall defend or settle such Claim at Indemnitor's expense. Nothing in this Agreement is intended to prevent Beneficiary from defending or settling, if it so desires in its own discretion, any Claim at its own expense through its own counsel, but Indemnitor in such case shall reimburse and hold Beneficiary harmless from and against any judgments that Beneficiary incurs in defending against and settling any such Claim. Indemnitor may not settle any Claims that affect Beneficiary's rights in any intellectual property, including, without limitation, the Mark, without Beneficiary's prior written approval, such approval not to be unreasonably withheld.

8. Extension of Rights. All rights and obligations incurred hereunder by Buyer or Seller extend to and shall be binding upon their respective domestic and international divisions, subsidiaries, other controlled companies, affiliates and related entities.

9. Severability. If any provision of this Agreement is found to be invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, that provision shall be deemed modified to the minimum extent necessary to render the same valid or as not applicable to the given circumstances, or shall be excised from this Agreement, as the situation may require. The terms of this Agreement that by their nature extend beyond the termination or expiration of this Agreement shall survive any termination or expiration of this Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws (but not the rules governing conflict of laws) of the State of Washington, United States of America and applicable federal laws of the United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.

CAPiTA SNOWBOARDS, LLC.

CORE S.R.L.

By: 

Print Name: Julie Montgomery

Title: MANAGER

By: MARTINO FUMAGALLI

Print Name: 

Title: CEO


EXHIBIT A

Country	Mark	Application No.	Registration No.	Goods and Services
USA	CAPITA	76/126664	2782346	(IC25) Clothing, namely, t-shirts, hats, beanie hats, goods, sweatshirts and jackets; (IC28) Snowboards.
Australia	CAPITA	871101	871101	(IC25) Clothing including T-shirts, sweaters, sweatshirts, pants, shorts, dresses, underwear and jackets; footwear including boots and shoes; headgear including hats, beanies and hoodies; (IC28) Sporting articles not included in other classes including snowboards, snowboard bindings, snowboard boots, snowboard bags and skateboards; parts and accessories in this class for the aforesaid goods.
Canada	CAPITA	1097845	661897	Posters, stickers, stencils and hang tags; t-shirts, beanie hats, hooded sweatshirts, sweatshirts, pants, jackets, snowboards, snowboard bindings.
China	CAPITA	26585828	--	(IC25) Clothing, namely, t-shirts, hats, beanie hats, hoods, sweatshirts, and jackets.
China	CAPITA	26585827	--	(IC28) Snowboards.
European Union	CAPITA	4224556	4224556	(IC25) Action sports and action sports lifestyle clothing, footwear and headwear; (IC28) Snowboards.



Country	Mark	Application No.	Registration No.	Goods and Services
Hong Kong	CAPITA	304283082	--	(IC25) Clothing, namely, t-shirts, hats, beanie hats, hoods, sweatshirts, and jackets; (IC28) Snowboards.
International (designating Russian Fed.)	CAPITA	--	1444760	(IC28) Snowboards.
Japan	CAPITA	2001-28933	4580654	(IC25) Boots, t-shirts, hats, beanies, hoodies, sweaters, sweatshirts, pants, shorts, dresses, shoes, underwear and jackets, snowboard boots, clothing (non-Japanese style clothing), clothing, non-Japanese style outerwear; coats, sweaters and the like, shirts and the like, nightwear, underwear, swimsuits (bathing suits), bathing caps, Japanese style clothing, aprons, collar protectors, socks and stockings, gaiters, fur stoles, shawls, scarves (scarfs), Tabi (Japanese socks), Tabi covers, gloves, babies' diapers of textile, necktie, neckerchieves, bandanna, warm supporter, mufflers, ear muffs, hoods, Suge-gasa (Japanese sedge hats), night caps, helmets, hats and caps, garters, stocking suspenders, braces (suspenders), waistbands, belts, footwear, shoes and boots (other than "shoe dowels, shoe pegs, shoe handles, hobnails and metal pieces for prevention of shoe sole wearing"), shoe dowels, shoe pegs, shoe handles, hobnails, metal pieces for prevention of shoe wearing, Japanese clogs; Japanese sandals, masquerade costume, special

Country	Mark	Application No.	Registration No.	Goods and Services
				<p>sporting and gymnastic wear; special sporting and gymnastic footwear, special sporting and gymnastic wear; special sporting and gymnastic footwear (excluding "horse-riding boots"), horse-riding boots;</p> <p>(IC28) Snowboards, snowboard bindings, snowboard bags and skateboards, game machines; billiard equipment, Go game equipment (Japanese board game); Shogi game equipment (Japanese chess); dice Sugoroku games (Japanese parcheesi), dice cups, diamond games, chess games, checkers, conjuring apparatus, dominoes, mahjong equipment, toys and dolls, toys for domestic pets, wax for skis, fishing tackle</p>
Taiwan	CAPITA	106060454	01908009	<p>(IC25) Clothing, namely, t-shirts, hats, beanie hats, hoods, sweatshirts, and jackets;</p> <p>(IC28) Snowboards.</p>
Turkey	CAPITA	2011 22073	2011 22073	<p>(IC28) Games and toys; apparatus for games played in game, machines and devices (including employees of coin); toys for animals; children's gardens, parks and playgrounds for the toys; gymnastics and sports apparatus and materials; artificial Christmas trees and decorations, artificial snow, bells, entertainment (parties, disco, etc.); decorations, party hats.</p>

Country	Mark	Application No.	Registration No.	Goods and Services
Turkey	 (CAPITA & Design)	2016 18575	2016 18575	(IC25) Clothing.
USA	SPRING BREAK	87/048373	5184829	(IC28) Snowboards.
International (designating Australia, China, EU, Russian Fed.)	SPRING BREAK	--	1327641	(IC28) Snowboards.

