

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM663200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRVSTPER, INC.		11/10/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SPECIALIZED BICYCLE COMPONENTS, INC.		
Street Address:	15130 Concord Circle		
City:	Morgan Hill		
State/Country:	CALIFORNIA		
Postal Code:	95037		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86931274	TRUST PERFORMANCE	
Serial Number:	87596390	TRUST	
Serial Number:	88027000	SHOUT	
Serial Number:	88027023	MESSAGE	
Serial Number:	88121846	HUCK PUCK	
CORRESPONDENCE DATA			
Fax Number:	6082519166		
<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:	608-251-5000		
Email:	ip-docket@quarles.com		
Correspondent Name:	Quarles & Brady LLP		
Address Line 1:	33 E Main Street, Suite 900		
Address Line 2:	Attention Lori Meddings		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	167611.00091		
NAME OF SUBMITTER:	Lori S. Meddings		
SIGNATURE:	/Lori S. Meddings/		
DATE SIGNED:	07/28/2021		

CH \$140.00 86931274

Total Attachments: 5

source=Specialized - Trust Performance (TRVSTPER) - Short Form Trademark and Domain Name Assignment#page1.tif

source=Specialized - Trust Performance (TRVSTPER) - Short Form Trademark and Domain Name Assignment#page2.tif

source=Specialized - Trust Performance (TRVSTPER) - Short Form Trademark and Domain Name Assignment#page3.tif

source=Specialized - Trust Performance (TRVSTPER) - Short Form Trademark and Domain Name Assignment#page4.tif

source=Specialized - Trust Performance (TRVSTPER) - Short Form Trademark and Domain Name Assignment#page5.tif

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is effective as of November 10, 2020 by and between SPECIALIZED BICYCLE COMPONENTS, INC., a California corporation (the "Assignee"), and TRVSTPER, INC., a Delaware corporation d/b/a Trust Performance (the "Assignor"). Initially capitalized terms used but not defined in this Assignment have the meanings given to them in the Purchase Agreement (as defined below).

Background

This Assignment is being entered into pursuant to the terms and conditions of that certain Intellectual Property Purchase Agreement, dated on or about the date hereof (the "Purchase Agreement"), by and between the Assignee and the Assignor. Pursuant to the terms and conditions of the Purchase Agreement, the Assignor agreed to, sell, transfer, assign, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all right, title and interest of the Assignor in, to and under the Trademarks (including domain names) listed on Annex 1 (collectively, the "Purchased Trademarks and Domain Names").

Assignment

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Assignor, acting pursuant to the Purchase Agreement, hereby transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby acquires from the Assignor, all right, title and interest of the Assignor in, to and under each of the Purchased Trademarks and Domain Names and the subject matter thereof, including (a) all goodwill associated therewith or symbolized thereby, (b) all rights therein provided by international treaties or conventions, (c) all renewals and extensions of any of the foregoing, and (d) the right to all income, royalties, fees and payments now or hereafter due or payable, and the right to sue and collect damages for past, present or future infringements, misappropriations or other violations or conflicts with respect to any of the foregoing, free and clear of all Liens.

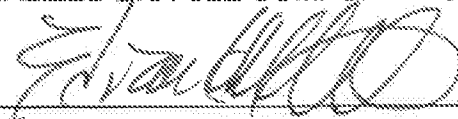
2. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement in respect of the Purchased Trademarks and Domain Names and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

3. Section 6 of the Purchase Agreement is incorporated herein by this reference as if fully restated herein, *mutatis mutandis*.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

Assignee:

SPECIALIZED BICYCLE COMPONENTS, INC.


By: 

Name: Al Mitchell

Title: Secretary & General Counsel

Assignor:

TRVSTPER, INC.

By: 

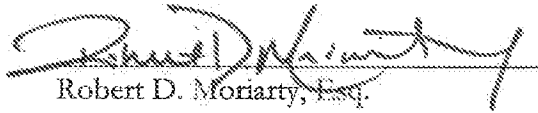
Name: David Weagle

Title: Chairman

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss

On this 10th day of November, 2020, before me, the undersigned notary public, personally appeared David W. Wyle, proved to me through satisfactory evidence of identification which were personal knowledge / driver's license / passport / other: _____ (circle one), ~~to be the person~~ whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily as his free act and deed for its stated purpose as authorized signatory of TRVSTPER, INC, a Delaware Corporation and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

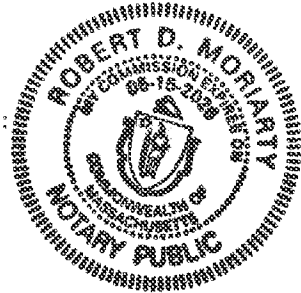


Robert D. Moriarty, Esq.

Notary Public:

My Commission Expires: May 15, 2026

Affix :
Notarial
Seal :



TRADEMARK

REEL: 007367 FRAME: 0435

ANNEX 1

PURCHASED TRADEMARKS AND DOMAIN NAMES

Country	Trademark	App. No.	Filed	Reg. No.	Reg. Date
China	TRUST PERFORMANCE	1319123	9/6/2016	1319123	9/6/2016
China	TRIANGLE LOGO	1328111	9/6/2016	--	--
China	TRUST PERFORMANCE LOGO	1328353	9/6/2016	--	--
China	TRUST PEN LOGO	1431371	9/12/2018	--	--
European Community	TRUST PERFORMANCE	1319123	9/6/2016	--	--
European Community	TRIANGLE LOGO	1328111	9/6/2016	1328111	9/6/2016
European Community	TRUST PERFORMANCE LOGO	1328353	9/6/2016	1328353	9/6/2016
European Community	TRUST PEN LOGO	1431371	9/12/2018	1431371	9/12/2018
Taiwan, Republic of	TRUST PERFORMANCE & DESIGN	105053506	9/7/2016	1847072	6/16/2017
China	TRUST PERFORMANCE	105053507	9/7/2016	1847073	6/16/2017
Taiwan, Republic of	TRIANGLE LOGO	105053508	9/7/2016	1847074	6/16/2017
China	TRUST PEN LOGO	107066751	10/16/2018	1986410	5/16/2019
Taiwan, Republic of	TRUST PERFORMANCE	1319123	9/6/2016	1319123	9/6/2016
United Kingdom	TRIANGLE LOGO	1328111	9/6/2016	1328111	9/6/2016
United Kingdom	TRUST PERFORMANCE LOGO	1328353	9/6/2016	1328353	9/6/2016
United Kingdom	TRUST PEN LOGO	1431371	9/12/2018	1431371	9/12/2018
United States of America	TRUST PERFORMANCE	86/931,274	3/7/2016	5,745,869	5/7/2019
United States of America	TRIANGLE LOGO	86/931,277	3/7/2016	--	--
United States of America	TRUST PERFORMANCE & DESIGN	86/931,279	3/7/2016	--	--
United States of America	TRUST PEN LOGO	87/596,390	9/5/2017	5,740,619	4/30/2019
United States of America	TRUST ROTOR LOGO	87/596,404	9/5/2017	--	--
United States of America	SHOUT	88/027,000	7/5/2018	6,019,653	3/24/2020
United States of America	VOICE	88/027,018	7/5/2018	--	--
United States of America	TONE	88/027,021	7/5/2018	--	--

Country	Trademark	App. No.	Filed	Reg. No.	Reg. Date
United States of America	MESSAGE	88/027,023	7/5/2018	5,747,535	5/7/2019
United States of America	HUCK PUCK	88/121,846	9/18/2018	5,771,552	6/4/2019
Viet Nam	TRUST PERFORMANCE	1319123	9/6/2016	1319123	9/6/2017
Viet Nam	TRIANGLE LOGO	1328111	9/6/2016	--	--
Viet Nam	TRUST PERFORMANCE LOGO	1328353	9/6/2016	--	--
Viet Nam	TRUST PEN LOGO	1431371	9/12/2018	--	--
World Intellectual Property Organization (WIPO)	TRUST PERFORMANCE	1319123	9/6/2016	1319123	9/6/2016
World Intellectual Property Organization (WIPO)	TRIANGLE LOGO	1328111	9/6/2016	1328111	9/6/2016
World Intellectual Property Organization (WIPO)	TRUST PERFORMANCE LOGO	1328353	9/6/2016	1328353	9/6/2016
World Intellectual Property Organization (WIPO)	TRUST PEN LOGO	1431371	9/12/2018	1431371	9/12/2018

www.trustperformance.com

TRADEMARK

REEL: 007367 FRAME: 0437

RECORDED: 07/28/2021

Annex 1-42

NAL-1514845979v2