

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854038

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the effective date of the trademark assignment previously recorded on Reel 008219 Frame 0927. Assignor(s) hereby confirms the assignment of the entire interest and goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CURREX GmbH		05/11/2023	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
RECEIVING PARTY DATA			
Name:	CURREX LLC		
Street Address:	961 Seville Road		
City:	Wadsworth		
State/Country:	OHIO		
Postal Code:	44281		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97856438	ACTIVEPRO	
Serial Number:	97856478	BIKEPRO	
Serial Number:	97856460	EDGEPRO	
Serial Number:	97856443	RUNPRO	
Registration Number:	5137471	CURREX	
Registration Number:	5495040	DISCOVER YOUR NEXT LEVEL	
Registration Number:	5514751	CLEATPRO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8014786911		
Email:	gtipmail@gtlaw.com		
Correspondent Name:	Tiffany D.W. Shimada		
Address Line 1:	222 S. Main St., Ste. 1730		
Address Line 4:	Salt Lake City, UTAH 84101		
NAME OF SUBMITTER:	Tiffany D.W. Shimada		

CH \$190.00 97856438

SIGNATURE:	/Tiffany Shimada/
DATE SIGNED:	11/16/2023
Total Attachments: 9 source=cover sheet - assignment-tm-8219-0927#page1.tif source=cover sheet - assignment-tm-8219-0927#page2.tif source=Trademark Assignment to Currex LLC Effective May 11 2023#page1.tif source=Trademark Assignment to Currex LLC Effective May 11 2023#page2.tif source=Trademark Assignment to Currex LLC Effective May 11 2023#page3.tif source=Trademark Assignment to Currex LLC Effective May 11 2023#page4.tif source=Trademark Assignment to Currex LLC Effective May 11 2023#page5.tif source=Trademark Assignment to Currex LLC Effective May 11 2023#page6.tif source=Trademark Assignment to Currex LLC Effective May 11 2023#page7.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CURREX GmbH		09/01/2023	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
RECEIVING PARTY DATA			
Name:	CURREX LLC		
Street Address:	961 Seville Road		
City:	Wadsworth		
State/Country:	OHIO		
Postal Code:	44281		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5137471	CURREX	
Registration Number:	5495040	DISCOVER YOUR NEXT LEVEL	
Registration Number:	5514751	CLEATPRO	
Serial Number:	97856438	ACTIVEPRO	
Serial Number:	97856478	BIKEPRO	
Serial Number:	97856460	EDGEPRO	
Serial Number:	97856443	RUNPRO	
CORRESPONDENCE DATA			
Fax Number:	2159887801		
<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:	2159725942		
Email:	Sukhdeep.Gill@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP		
Address Line 1:	1717 Arch Street Suite 400		
Address Line 2:	ATTN: Sukhdeep Gill		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Sukhdeep Gill		
SIGNATURE:	/Sukhdeep Gill/		

CH \$190.00 5137471

DATE SIGNED:	10/06/2023
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Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK ASSIGNMENT

THIS AMENDED AND RESTATED TRADEMARK ASSIGNMENT (this "Assignment"), dated as of November 1, 2023 and effective as of May 11, 2023, is entered by and among CURREX GmbH, a German limited liability company (GmbH) having a registered office in Hamburg, Germany ("Assignor") and CURREX LLC, a Delaware limited liability company having principal offices in Wadsworth, Ohio USA ("Assignee").

A. Assignor and Assignee are parties to that certain IP Transfer Agreement between Assignor and Assignee, dated as of May 11, 2023 ("IP Transfer Agreement"), pursuant to which Assignor conveyed, transferred and assigned to Assignee certain intellectual property of Assignor.

B. Pursuant to the terms of the IP Transfer Agreement, Assignor executed and delivered that certain Trademark Assignment as of September 1, 2023 (the "Prior Trademark Assignment"). The Prior Trademark Assignment was recorded with the United States Patent and Trademark Office ("USPTO") on October 10, 2023 at Reel/Frame 8219/0927. Following filing with the USPTO, the parties discovered that the Prior Trademark Assignment was misdated.

C. To correct the misdated Prior Trademark Assignment, Assignor and Assignee desire to enter into this Assignment to amend and restate the Prior Trademark Assignment, in order, among other things, to conform this Assignment to the effective date of the IP Transfer Agreement and execute and deliver this Assignment for recording with the USPTO and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration as set forth in the IP Transfer Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Prior Agreement.** This Prior Agreement is hereby amended in its entirety and restated herein. All provisions of, rights granted and covenants made in the Prior Agreement are hereby waived, released and superseded in their entirety and shall have no further force and effect.

2. **Assignment.** Assignor hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the following: the trademark registrations and trademark applications set forth on Schedule A hereto, with respect to all the goods and services listed in such trademark registrations and trademark applications, and all registrations, applications, extensions, and renewals thereof (collectively, "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, including, without limitation, (i) any and all income, royalties, payments, and other proceeds now due or payable as of the date of this Assignment or thereafter with respect to any and all of the foregoing; and (ii) any and all claims and causes of action for damages, restitution, injunctive and other legal and equitable relief with respect to any of the foregoing by reason of past, present or future infringement, dilution, misappropriation, violation, or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

3. **Recordation and Further Actions.** Assignor hereby requests the Commissioner for Trademarks of the USPTO and any other governmental official of corresponding entities or agencies in any applicable jurisdictions to record and register Assignee as the assignee and owner of the Assigned Trademarks. Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance as requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

4. **Terms of the IP Transfer Agreement.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the IP Transfer Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The terms of the IP Transfer Agreement shall not be superseded hereby but shall remain in full force and effect provided therein.

5. **Successors and Assigns.** This Assignment, and all the terms and provisions hereof, shall be binding upon the Assignor and its respective successors and permitted assigns.

6. **Severability.** If any term or other provision of this Assignment is adjudicated to be invalid or unenforceable, all other terms and provisions of this Assignment shall remain in full force and effect to the greatest extent possible.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its respective duly authorized representative effective as of the date specified above.

ASSIGNOR:

CURREX GMBH

By: 

Name: Robert Anthony Valentine

Title: Managing Director

AGREED AND ACCEPTED:

ASSIGNEE:

CURREX LLC

By: 

Name: Sean Williams

Title: President

SCHEDULE A


Assigned Trademarks

No.	Territory	Mark	Filing Information / Registration Information
1.	EU	ACTIVEPRO	App. No. 012074134 App. Date: Sep. 19, 2013 Reg. No. 012074134 Reg. Date: Jun. 19, 2016
2.	EU	BIKEPRO	App. No. 012254785 App. Date: Oct. 25, 2013 Reg. No. 012254785 Reg. Date: Oct. 3, 2014
3.	EU	currex	App. No. 012074183 App. Date: Sep. 19, 2013 Reg. No. 012074183 Reg. Date: Apr. 28, 2014
4.	EU	EDGEPRO	App. No. 012074126 App. Date: Sep 19, 2013 Reg. No. 012074126 Reg. Date: Jun. 13, 2014
5.	EU	LifeFit	App. No. 017247099 App. Date: Sep 25, 2017 Reg. No. 017247099 Reg. Date: Jan. 8, 2018
6.	EU	NEO TOUCH SUPERGRIP	App. No. 017729898 App. Date: Jan. 24, 2018 Reg. No. 017729898 Reg. Date: May 9, 2018
7.	EU	RUNPRO	App. No. 012074142 App. Date: Sep. 19, 2013 Reg. No. 012074142 Reg. Date: Jun. 13, 2014
8.	EU	TUNE YOUR SHOE	App. No. 013738828 App. Date: Feb. 13, 2015 Reg. No. 013738828 Reg. Date: May 27, 2015
9.	EU	discover your next level	App. No. 016111411 App. Date: Nov. 29, 2016 Reg. No. 016111411 Reg. Date: Apr. 12, 2017
10.	EU	currexSole	App. No. 010588176 App. Date: Jan. 11, 2012 Reg. No. 010588176 Reg. Date: Jun. 2, 2012
11.	EU	WORKPRO	App. No. 012074167 App. Date: Nov. 6, 2013 Reg. No. 012074167 Reg. Date: Oct. 8, 2015
12.	EU	ORTHOPRO	App. No. 012074175 App. Date: Sep. 19, 2013 Reg. No. 012074175

[Schedule A to the Amended and Restated Trademark Assignment]


TRADEMARK

REEL: 008261 FRAME: 0067

No.	Territory	Mark	Filing Information / Registration Information
			Reg. Date: Jan. 6, 2014
13.	EU		App. No. 003904273 App. Date: Jun. 25, 2004 Reg. No. 003904273 Reg. Date: Sep. 15, 2005
14.	EU	5D Runlab	App. No. 016200024 App. Date: Dec. 22, 2016 Reg. No. 016200024 Reg. Date: Apr. 10, 2017
15.	EU	CURREX TRISOX	App. No. 018404998 App. Date: Feb. 22, 2021 Reg. No. 018404998 Reg. Date: Jun. 8, 2021
16.	DE	CLEATPRO	App. No. 3020182051344 App. Date: Feb. 15, 2018 Reg. No. 302018205134 Reg. Date: Mar. 8, 2018
17.	DE	HIKEPRO	App. No. 3020182051360 App. Date: Feb. 15, 2018 Reg. No. 302018205136 Reg. Date: Mar. 8, 2018
18.	DE	currex	App. No. 300826214 App. Date: Nov. 9, 2000 Reg. No. 30082621 Reg. Date: Nov. 9, 2001
19.	DE	Zertifizierter Bewegungsanalytiker	App. No. 3020090039836 App. Date: Jan. 20, 2009 Reg. No. 302009003983 Reg. Date: May 8, 2009
20.	DE	FOOTPLATE	App. No. 3020090765952 App. Date: Nov. 19, 2009 Reg. No. 302009076595 Reg. Date: Apr. 26, 2010
21.	UK	ACTIVEPRO	App. No. 012074134 App. Date: Sep. 19, 2013 Reg. No. UK00912074134 Reg. Date: Jun. 19, 2016
22.	UK	BIKEPRO	App. No. 012254785 App. Date: Oct. 25, 2013 Reg. No. UK00912254785 Reg. Date: Oct. 3, 2014
23.	UK	currex	App. No. 012074183 App. Date: Sep. 19, 2013 Reg. No. UK00912074183 Reg. Date: Apr. 28, 2014
24.	UK	EDGEPRO	App. No. 012074126 App. Date: Sep 19, 2013 Reg. No. UK00912074126 Reg. Date: Jun. 13, 2014
25.	UK	LifeFit	App. No. 017247099 App. Date: Sep 25, 2017

[Schedule A to the Amended and Restated Trademark Assignment]

TRADEMARK
REEL: 008261 FRAME: 0068

No.	Territory	Mark	Filing Information / Registration Information
			Reg. No. UK00917247099 Reg. Date: Jan. 8, 2018
26.	UK	NEO TOUCH SUPERGRIP	App. No. 017729898 App. Date: Jan. 24, 2018 Reg. No. UK00917729898 Reg. Date: May 9, 2018
27.	UK	RUNPRO	App. No. 012074142 App. Date: Sep. 19, 2013 Reg. No. UK00912074142 Reg. Date: Jun. 13, 2014
28.	UK	TUNE YOUR SHOE	App. No. 013738828 App. Date: Feb. 13, 2015 Reg. No. UK00913738828 Reg. Date: May 27, 2015
29.	UK	discover your next level	App. No. 016111411 App. Date: Nov. 29, 2016 Reg. No. UK00916111411 Reg. Date: Apr. 12, 2017
30.	UK	WORKPRO	App. No. 012074167 App. Date: Nov. 6, 2013 Reg. No. UK00912074167 Reg. Date: Oct. 8, 2015
31.	UK	ORTHOPRO	App. No. 012074175 App. Date: Sep. 19, 2013 Reg. No. UK00912074175 Reg. Date: Jan. 6, 2014
32.	UK		App. No. 003904273 App. Date: Jun. 25, 2004 Reg. No. UK00903904273 Reg. Date: Sep. 15, 2005
33.	UK	5D Runlab	App. No. 016200024 App. Date: Dec. 22, 2016 Reg. No. UK00916200024 Reg. Date: Apr. 10, 2017
34.	USA	CURREX	App. No. 87090808 App. Date: Jul 1, 2016 Reg. No. 5137471 Reg. Date: Feb. 7, 2017
35.	USA	DISCOVER YOUR NEXT LEVEL	App. No. 87253126 App. Date: Dec. 1, 2016 Reg. No. 5495040 Reg. Date: Jun. 19, 2018
36.	USA	CLEATPRO	App. No. 87348027 App. Date: Feb. 24, 2017 Reg. No. 5514751 Reg. Date: Feb. 27, 2018
37.	Canada	currexSole	App. No. 1735217 App. Date: Jun. 30, 2015 Reg. No. TMA954531 Reg. Date: Nov. 7, 2016
38.	Canada	DISCOVER YOUR NEXT LEVEL	App. No. 1811994

[Schedule A to the Amended and Restated Trademark Assignment]

TRADEMARK
REEL: 008261 FRAME: 0069

No.	Territory	Mark	Filing Information / Registration Information
			App. Date: Nov. 30, 2016 Reg. No. TMA1063237 Reg. Date: Nov. 15, 2019
39.	Canada	TUNE YOUR SHOE	App. No. 1735597 App. Date: Jul. 3, 2015 Reg. No. TMA999682 Reg. Date: Jun. 22, 2018
40.	Canada	currex	App. No. 1996167 App. Date: Nov. 15, 2019
41.	International Registration (Australia, Brazil, China, Japan, Lao People's Democratic Republic, Mexico, New Zealand, Republic of Korea, Switzerland, Thailand, Turkey, UK, Vietnam)	currex	App. No. 012074183 App. Date: May 9, 2022 Reg. No. 1665581 Reg. Date: May 9, 2022 Please note that the dates of protection grant vary for the designated countries.
42.	New Zealand	currex	App. No. 1212101 App. Date: May 9, 2022 Reg. No. 1212101 Reg. Date: Jan. 5, 2023
43.	Australia	currex	App. No. 2275619 App. Date: May 9, 2022
44.	USA	ACTIVEPRO	App. No. 97856438 App. Date: Mar. 24, 2023
45.	USA	BIKEPRO	App. No. 97856478 App. Date: Mar. 24, 2023
46.	USA	EDGEPRO	App. No. 97856460 App. Date: Mar. 24, 2023
47.	USA	RUNPRO	App. No. 97856443 App. Date: Mar. 24, 2023

[Schedule A to the Amended and Restated Trademark Assignment]

TRADEMARK

RECORDED: 11/16/2023

REEL: 008261 FRAME: 0070