

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nimbl B.V.		01/01/2023	Besloten Vennootschap (B.V.): NETHERLANDS
RECEIVING PARTY DATA			
Name:	LGN ITALIA S.R.L.		
Street Address:	Via del Lavoro 2		
City:	Porto Sant'elpidio (FM)		
State/Country:	ITALY		
Postal Code:	63821		
Entity Type:	Limited Liability Company: ITALY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7209847	NN NIMBL	
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:	5039941650		
Email:	docketing@krdglaw.com		
Correspondent Name:	Shawn J. Kolitch		
Address Line 1:	621 SW Morrison Street #1100		
Address Line 4:	Portland, OREGON 97205		
NAME OF SUBMITTER:	Shawn J. Kolitch		
SIGNATURE:	/Shawn J. Kolitch/		
DATE SIGNED:	01/25/2024		
Total Attachments: 12			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), with effective date of 1 January 2023, is entered into by and between nimbl B.V., a limited liability company under the laws of the Netherlands with its registered address at Stadionplein 28 in (1076 CM) Amsterdam, the Netherlands ("Seller"), and LGN Italia s.r.l., a limited liability company under the laws of Italy with its registered address at Via del Lavoro 2, 63821 Porto Sant'Elpidio (FM), Italy ("Buyer," and together with Seller, collectively, the "Parties" and individually a "Party").

WHEREAS, Pon Holdings B.V. is the ultimate parent company of both Seller and Buyer;

WHEREAS, Seller initially registered intellectual property trademark registrations related to the Nimbl brand (together with the other intellectual property rights set out in Clause 4 below, hereafter the "Nimbl IP Assets") and acts as title holding entity for the Nimbl IP Assets;

WHEREAS, Buyer has historically performed and will continue to perform the relevant activities in the field of design, manufacturing, marketing and distributing the cycling shoes and related products under the Nimbl brand;

WHEREAS, it was determined that the Assigned Assets (as defined below) should be held by, and the Assumed Liabilities (as defined below) should be the obligation of, Buyer rather than by or of Seller;

WHEREAS, further to the above, it was determined that Seller shall assign all of the assets, rights, titles and interests primarily related to, and used in the exploitation of, the Nimbl IP Assets as further specified in Exhibit 1 (Overview of Trademark Rights) of this Agreement (the "Assigned Assets") to Buyer and that Buyer shall assume all of the liabilities and obligations exclusively or primarily resulting from, relating to or arising out of the Assigned Assets of whatever kind or nature (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise) (the "Assumed Liabilities");

WHEREAS, Seller desires to assign and convey the Assigned Assets to Buyer and Buyer has agreed to assume all of the Assumed Liabilities;

WHEREAS, Seller and Buyer desire to enter into this Agreement to set forth the terms and conditions by which Seller shall assign the Assigned Assets to Buyer and Buyer shall assume the Assumed Liabilities; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows.

1. Purchase of Assigned Assets

Subject to the terms of this Agreement and with effect as per 1 January 2023 (the "Effective Date"), Seller agrees to sell, grant, convey, transfer, assign and deliver to Buyer, and Buyer agrees to accept, acquire, assume and receive from Seller, free and clear of any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal,

easement, servitude, agreement, transfer restriction under any equity holder or similar agreement, encumbrance or any other restriction or limitation whatsoever, recorded or unrecorded, including any contract granting any of the foregoing ("Encumbrances"), all of Seller's right, title, interest and use in, of, and to the Assigned Assets as further specified in Exhibit I of this Agreement.

2. Assumption of Liabilities

The assignment of the Assigned Assets pursuant to Section 1 of this Agreement is subject to the assumption by Buyer of only the Assumed Liabilities. Subject to the terms of this Agreement and with effect as per the Effective Date, Buyer assumes and shall perform, pay and discharge when due the Assumed Liabilities. The Parties acknowledge and agree that, other than: (i) the Assumed Liabilities; and (ii) any obligations under the contracts assigned by Seller to Buyer pursuant to Section 7 of this Agreement, Buyer shall not assume or be responsible for any "Liabilities" of Seller (meaning any liability or obligation of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on any applicable financial statements, and individually referred to as a "Liability") of any kind or character.

3. Purchase Price, Payment and Purchase Price Adjustment

- a. The purchase price payable by the Buyer to the Seller in exchange for the Assigned Assets and the Assumed Liabilities amounts to EUR 1.00 (the "Purchase Price").
- b. The Purchase Price shall be paid out by Buyer to Seller's bank account on (or around) the date of this Agreement by means of a wire transfer of funds for same day value. Seller's IBAN number at the ABN AMRO bank is: NL02ABNA0128051000 (account in the name of Nimbl B.V.)
- c. In the event either Buyer or Seller are affected by an adjustment of the Purchase Price by any governmental authority for any reason, the other Party shall agree to a corresponding adjustment of the Purchase Price.

4. Intellectual Property

- a. For the purpose of this Section 4, the "Nimbl IP Assets" are defined as: (i) trademarks, service marks, trade dress, logos, trade names, and applications, registrations, and renewals in connection therewith, as further specified in Exhibit I (*Overview of Trademark Rights*); (ii) copyrights and applications, registrations and renewals in connection therewith; (iii) trade secrets, know-how and similar confidential proprietary information; and (iv) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or governmental authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs. Seller owns or has adequate, valid and enforceable rights to use all the Nimbl IP Assets, free and clear of all Encumbrances.

- b. In relation to the transfer, assignment and delivery by the Seller of any and all Nimbl IP Assets to the Buyer and for the purpose of (amongst others) satisfying, fulfilling or perfecting local legal requirements in any jurisdiction regarding the application, grant, registration or assignment of the Nimbl IP Assets in any jurisdiction, the Parties shall (in any event) execute the Deed of Assignment of Trademark Rights (substantially in the form as attached to this Agreement as Exhibit 2), and any other deeds or documents which may be required to effectuate the same for any other IP Asset(s). The transfer, assignment and delivery of the Nimbl IP Assets includes all of Seller's rights, title and interest in and to the Nimbl IP Assets including all the rights, powers, liberties and immunities attaching to the Nimbl IP Assets and the right to sue for and recover damages and other remedies, at the expense of Buyer, in respect of any infringement of or acts of passing off in respect of the Nimbl IP Assets which may have occurred before the date of this Agreement. To the extent permitted by applicable law, Seller hereby waives any of its moral rights with respect to any copyright protected works assigned and transferred under this Agreement. Parties agree that if and to the extent the assignment and/or transfer of the Nimbl IP Assets does not have (full legal) effect for whatever reason, Seller hereby grants Buyer a perpetual, irrevocable, royalty free, worldwide, sole and exclusive (also excluding the proprietor) licence to (the relevant parts of) the Nimbl IP Assets to do all such things as the proprietor of such Nimbl IP Assets would be entitled to do without restriction until such time as the assignment has been perfected or otherwise corrected.
- c. Seller, to the fullest extent permitted by applicable law, hereby appoints Buyer to be its true and lawful attorney (with full power of substitution and delegation) for and on its behalf and in its name or in the name of Seller, to act and sign, execute, seal, deliver, acknowledge, file, register and perfect any and all assurances, documents, instruments, agreements, applications, registrations, certificates and consents and to do any and all such acts and things in relation to the Nimbl IP Assets which Seller may reasonably deem to be necessary in order to give full effect to the purposes of this Agreement, including in relation to satisfying, fulfilling or perfecting local legal requirements in any jurisdiction regarding the application, grant, registration or assignment of the Nimbl IP Assets in any jurisdiction. Seller will ratify and confirm whatever Buyer shall do or cause to be done in pursuance of the powers conferred to it hereunder.
- d. The Parties acknowledge that Exhibit 1 is non-exhaustive. If after the date of this Agreement it becomes apparent that any intellectual property right was not included in Exhibit 1 and/or not assigned to Buyer, Sections 6 and 9 of this Agreement shall apply.

5. Disclaimer of Warranties

Seller makes no representations or warranties, express, statutory, implied or otherwise with respect to, or in relation to, any of the assigned assets or assumed liabilities, and seller expressly disclaims all liability and responsibility for any representation, warranty, statement or information made or communicated (orally or in writing) to buyer or any of its affiliates, employees, agents, consultants or representatives. Buyer shall be deemed to be taking the assigned assets "as is" and "where is" with all faults for all purposes, and buyer has made or caused to be made such inspections as buyer

deems appropriate. Seller and buyer agree that, to the extent required to be effective, the disclaimers of certain representations and warranties contained in this agreement are "conspicuous" disclaimers for the purpose of any applicable law.

6. Further Assurances

After the date of this Agreement, as and when reasonably requested by any Party, each other Party shall, without further consideration, execute and deliver all such instruments of conveyance and transfer and shall take such further actions as are necessary to confirm the assignment of the Assigned Assets and the assumption of the Assumed Liabilities contemplated by this Agreement.

7. Assignment of Contracts and Third Party Consents

- a. The Parties shall jointly procure that all (sponsor) contracts (including but not limited to the sponsor agreement entered into between Team Oranje B.V. and the Seller on or around 16 October 2022), deeds, licenses, instruments, notes, commitments, undertakings, indentures and all other agreements, commitments and legally binding arrangements which are related to the Nimbl IP Assets (the "Contracts"): (i) have been or will be assigned to Purchaser; (ii) or that Purchaser has been admitted thereto, both with effect as per the Effective Date. Without prejudice to the foregoing, the Parties may jointly agree that a Contract is not assigned and remains with Seller (or, to the extent desirable and permitted by the Contract in question, is terminated). Buyer shall assume and agree to pay, perform and discharge all liabilities in respect of the Contracts assigned to Buyer (or to which Buyer is admitted), to the extent that such liabilities thereunder are required to be performed after the Effective Date.
- b. To the extent that Seller's rights under any Contract may not be assigned to Buyer without the consent of a third party, Seller shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Contract in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by law and the Contract in question, shall act after the date of this Agreement as Buyer's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by law and the Contract in question, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer.

8. Taxes

- a. **Tax Matters.** All personal property taxes, ad valorem obligations and similar recurring taxes and fees on the Assigned Assets for taxable periods beginning before, and ending after, the Effective Date, shall be prorated between the Buyer, on the one hand, and the Seller, on the other hand, as of the Effective Date ("Proration Date"). Seller shall be responsible for all such taxes and fees on the Assigned Assets applicable to it accruing during any period up to and including the Proration Date. Buyer shall be responsible for all such taxes and fees on the Assigned Assets accruing during any period after the Proration Date. Seller shall timely file all tax returns for which it is responsible that are

due before the Effective Date with respect to such taxes and Buyer shall prepare and timely file all tax returns due after the Effective Date with respect to such taxes. If one Party remits to the appropriate taxing authority payment for such taxes, which are subject to proration under this Section and such payment includes another Party's share of such taxes, such other parties shall promptly reimburse the remitting Party for its share of such taxes. Buyer and Seller shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Assigned Assets as is reasonably necessary for the preparation and filing of any tax return, claim for refund or other filings relating to tax matters, for the preparation for any tax audit, for the preparation for any tax protest, for the prosecution or defense of any suit or other proceeding relating to tax matters.

- b. **Transfer Taxes.** All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder (collectively, "Transfer Taxes") shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any tax return or other document with respect to Transfer Taxes (and Seller shall cooperate with respect thereto as necessary).
- c. **Tax Cooperation.** For a period of seven year after the date hereof, Seller, on the one hand, and Buyer, on the other hand, agree to furnish or cause to be furnished to each other and each other's affiliates, upon reasonable request, such information in their possession relating to the Assigned Assets and the Assumed Liabilities (including access to books and records) as is reasonably necessary for the preparation of accounts, the filing of all tax returns or other statutory returns, the making of any election relating to taxes, the preparation for any audit by any taxing authority and the prosecution or defence of any claim, suit or proceeding relating to any tax matter (other than claims between the Parties) etc. Any expenses incurred in furnishing such information or assistance pursuant to this Section 8 shall be borne by the Party requesting it.
- d. **Withholding Taxes.** Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any applicable law. All such withheld amounts shall be treated as delivered to Seller hereunder.

9. Misdirected Payments and Assets

- a. To the extent that Seller, on the one hand, or Buyer, on the other hand, receives payment of an account, trade or note receivable or other payment from a customer or any other obligor owned by the other (including by way of notice from the other), or is in possession of any assets as to which the other is entitled or to which the other is entitled to the benefit, the Party receiving such payment or having possession of such assets agrees to promptly (and in any event no later than five (5) business days after making such determination) remit such payment to the designated bank account of the owner of such receivable or payment or otherwise make such asset available to the other Party for possession (at the receiving Party's sole cost and expense). The Party receiving any payment owned by the other Party shall have no rights to such payment and shall merely act as agent of the Party owning such payment.

- b. To the extent that: (i) the Seller has made or makes any payment before or after the date of this Agreement in exchange for goods and/or services to be (partially) delivered/rendered to the Buyer after the Effective Date; and/or (ii) Buyer has made or makes any payment before or after the date of this Agreement in exchange for goods and/or services which were (partially) delivered/rendered to the Seller prior to the Effective Date, the Parties shall settle these costs amongst themselves on a pro-rated basis (with the Effective Date as the proration date). Any payment to the other Party pursuant to this paragraph shall be made within ten (10) business days after the relevant amount has been determined.

10. **Closing Deliveries.** On or as soon as reasonably possible after the date of signing of this Agreement, the Parties shall deliver the following, in addition to any other documents, agreements or deliverables required or provided by this Agreement:

- a. Seller shall deliver to the Buyer:
- i. physical possession and control of the Assigned Assets;
 - ii. an executed Deed of Assignment of Trademark Rights (substantially in the form of the document attached to this Agreement as Exhibit 2), executed by Seller, assigning, transferring and delivering all of Seller's right, title and interest in and to any and all of the Nimbl IP Assets; and
 - iii. all other instruments, assurances, transfers, assignments, consents, elections (and supporting materials), and other documents as the Buyer deems reasonably necessary or desirable to validly and effectively complete the transfer the Assigned Assets to the Buyer.
- b. Buyer shall deliver to the Seller:
- i. payment of the Purchase Price in readily available funds;
 - ii. an executed counterpart to the Deed of Assignment of Trademark Rights; and
 - iii. all other instruments, assurances and documents as the Seller considers reasonably necessary or desirable to validly and effectively complete this transaction.

11. **Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

12. **Parties in Interest**

Nothing in this Agreement shall entitle any person or entity other than the Parties to any claim, cause of action, remedy or right of any kind.

13. **Severability**

If any term or other provision of this Agreement or the application thereof to any person, entity or circumstance is determined by a court of competent jurisdiction to be invalid, illegal or incapable



of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any Party. Upon such determination that any term or other provision or the application thereof to any person, entity or circumstance is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

14. Entire Agreement

This agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, discussions, writings, commitments and conversations, whether oral or written, of the parties pertaining to the subject matter of this agreement.

15. Governing Law

This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the laws of the Netherlands, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction, including all matters of validity, construction, effect, enforceability, performance and remedies.

16. Counterparts

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile transmission shall be deemed an original signature hereto.

17. Waivers; Rights Cumulative

Any of the terms hereof may be waived only by a written instrument executed by or on behalf of the Party waiving compliance. No course of dealing on the part of any Party or its respective officers, employees, agents or representatives, and no failure by a Party to exercise any of its rights under this Agreement shall, in either case, operate as a waiver thereof or affect in any way the right of such Party at a later time to enforce the performance of such provision. No waiver by any Party of any condition, or any breach of any term contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term or covenant. The rights of the Parties under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

18. Costs

All costs in relation to (the implementation of) this Agreement shall be for the account of Buyer. This includes (but is not limited to) all costs which arise as a result of the transfer of the Nimbl IP Assets (including registration costs).

19. Amendment


This Agreement may be amended only by an instrument in writing executed by all of the Parties and expressly identified as an amendment or modification hereof.

***** *Signature Page Follows* *****

IN WITNESS WHEREOF, this Agreement has been duly signed by the Parties on 20 December 2023.

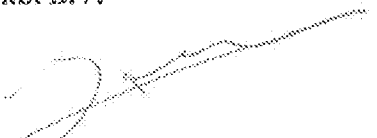
SELLER:

nimbi B.V.



.....
Name: Gosse Osinga
Title: Director

nimbi B.V.



.....
Name: Huub Lamers
Title: Director


BUYER:

LGN Italia s.r.l.



.....
Name: Francesco Sergio
Title: Amministratore

LGN Italia s.r.l.



.....
Name: Luigino Verducci
Title: Amministratore

EXHIBIT 1

OVERVIEW OF TRADEMARK RIGHTS

- Italian application no. 302023000107967 NIMBL
- International Registration no. 1762196 NIMBL
- EU registration no. 015414675 NIMBL SO MUCH MORE.
- USA registration no. 7209847 NN NIMBL

Seller shall procure that the trademark right listed hereunder (which is owned by Mr. Robert Reijers) will be transferred (by means of a separate deed of transfer in substantially the same form as the deed of transfer which is attached as Exhibit 2) to the Buyer.

- UK registration no. UK00915414675 NIMBL SO MUCH MORE.



EXHIBIT 2

DEED OF ASSIGNMENT

THE UNDERSIGNED:

(1) NIMBL B.V.

With its previous address at:

Hazelaarlaan 15
3319 XM Dordrecht
The Netherlands

And its new address at:

Stadionplein 28
1076 CM Amsterdam
The Netherlands

hereinafter called the "Assignor" of the one part

AND

(2) LGN ITALIA S.R.L.

Via del Lavoro 2
63821 Porto Sant'Elpidio (FM)
Italy

hereinafter called the "Assignee" of the other part

WHEREAS the Assignor is the proprietor of the following trademark application / registrations

- Italian application no. 302023000107967 NIMBL
- International Registration no. 1762196 NIMBL
- EU registration no. 015414675 NIMBL SO MUCH MORE.
- USA registration no. 7209847 NN NIMBL

and has agreed to assign said trademarks unto the Assignee who is willing to acquire these trademarks.

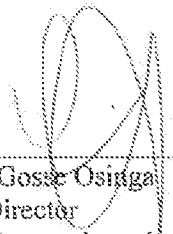
The Assignor hereby transfers, assigns and delivers to the Assignee, as the latter hereby accepts, all rights, title and interest in and to the trademarks for the countries and goods and/or services covered by the trademarks registrations and applications as listed above, including the goodwill of

the business symbolized by the trademarks, as well as all related and corresponding rights and privileges and the right to sue for any past infringements of such trademarks.

In witness whereof the Parties hereby enter into this Deed of Assignment with effect as per the date below (the "Effective Date"):

Effective Date: 1 January 2023

On behalf of the Assignor




.....
Name: Gosse Osinga
Title: Director
Place: Amsterdam, the Netherlands
Date: 20 December 2023

On behalf of the Assignor



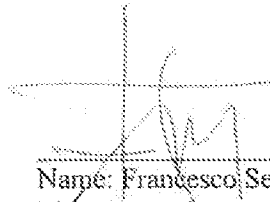
.....
Name: Huub Lamers
Title: Director
Place: Amsterdam, the Netherlands
Date: 20 December 2023

On behalf of the Assignee



.....
Name: Luigino Verducci
Title: Amministratore
Place: Porto Sant'Elpidio, Italy
Date: 20 December 2023

On behalf of the Assignee



.....
Name: Francesco Sergio
Title: Amministratore
Place: Porto Sant'Elpidio, Italy
Date: 20 December 2023