

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Quarq Technology, Inc.	05/04/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SRAM, LLC
<b>Street Address:</b>	1333 N. Kingsbury St., 4th Floor
<b>City:</b>	chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60642
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11935891
<b>Application Number:</b>	12142984
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)664-8826
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	3126643652
<b>Email:</b>	lserdynski@sram.com
<b>Correspondent Name:</b>	Lisa Serdynski
<b>Address Line 1:</b>	1333 N. Kingsbury St., 4th Floor
<b>Address Line 4:</b>	chicago, ILLINOIS 60642
<b>ATTORNEY DOCKET NUMBER:</b>	QUARQ
<b>NAME OF SUBMITTER:</b>	Lisa Serdynski

OP \$80.00 11935891

**Total Attachments: 9**  
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**PATENT**  
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## ASSIGNMENT OF PATENTS AND MARKS

THIS ASSIGNMENT OF PATENTS AND MARKS ("Assignment") is made this 4<sup>th</sup> day of May, 2011 among QUARQ TECHNOLOGY, INC., a South Dakota corporation, JAMES MEYER, a resident of the State of South Dakota, and MIEKE MEYER, a resident of the State of South Dakota (individually and collectively, "Assignor"), and SRAM, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Assignor and Assignee are parties to an Asset Purchase Agreement dated May 4, 2011 (the "Purchase Agreement").

B. Assignor is the owner of the "Intellectual Property", which as used in this Assignment and the Purchase Agreement means any and all of the following: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade names, brand names, logos and Internet domain names, software and source code; (iii) copyrights and copyrightable works; (iv) know-how, process and manufacturing technology, mechanical drawings, work instructions, trade secrets, confidential information and inventions; (v) domain names, web-sites and URLs; and (vi) registrations and applications for any of the foregoing, and all licenses with respect thereto and all rights arising thereunder, including the assets identified on Exhibit "A."

C. Pursuant to the terms of the Purchase Agreement, Assignor wishes to assign the Intellectual Property to Assignee on the terms set forth herein, but excluding herefrom the "Excluded Trademarks and Trade Names" which as used in this Assignment and the Purchase Agreement means the "QUARQ" and "Think Fast" registered trade name trademarks, and related IP Addresses "Quarq.com" and "Quarq.us".

### AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows.

1. Assignment of Intellectual Property and Related Rights. Assignor hereby grants, assigns and conveys to Assignee the entire right, title and interest of Assignor in and to the Intellectual Property and all rights claimed therein, together with: (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) all income, royalties, damages and payments now and hereinafter due and payable or payable under and with respect thereto, including damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights, title and interests corresponding thereto throughout the world.

2. Representations and Warranties. Assignor represents and warrants to Assignee as follows.

2.1. The Intellectual Property constitutes all intellectual property now owned by Assignor, excluding the Excluded Trademarks and Trade Names detailed in Article II, Section 2.1.(b)(i) of the Purchase Agreement.

2.2. The Intellectual Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part.

2.3. Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Intellectual Property, free and clear of any liens.

2.4. Assignor will retain no rights in the Intellectual Property subsequent to the date of this Assignment except those rights contained in the Quarq IP License Agreement.

3. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Assignment, nor consent to any departure here from, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Assignment and any consent to any departure from the terms of any provision of this Assignment is to be effective only in the specific instance and for the specific purpose for which given.

4. Captions. Captions contained in this Assignment have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision hereof.

5. Exhibits. All of the Exhibits attached to this Assignment are deemed incorporated herein by reference.

6. Further Assurances. The parties will execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this Assignment, including without limitation assisting Assignee in recording this assignment or a summary hereof in the United States Patent and Trademark Office and taking such further action reasonably requested by Assignee.

7. Governing Law. This Assignment and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly within Delaware, without regard to choice or conflict of laws rules.


8. Successors and Assigns. All provisions of this Assignment are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

9. Third-Party Beneficiary. This Assignment is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Assignment.


[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Patents and Marks to be executed and delivered as of the day and year first above written.

SRAM, LLC

By:   
Name: BRIAN W. BENZER  
Title: Director of Corporate Development

QUARQ TECHNOLOGY, INC.

By:   
Name: JAMES MEYER  
Title: PRESIDENT

  
JAMES MEYER

  
MIEKE MEYER

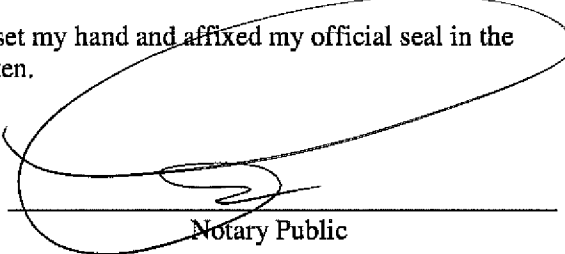
STATE OF SOUTH DAKOTA  
COUNTY OF LAWRENCE ) SS.

On this 4 day of MAY, 2011, before me personally appeared BRIAN W. BENZER, to me known to be the DIR. OF CORP. DEV. of SRAM, LLC, a Delaware limited liability company, and that this instrument was signed on behalf of such company by authority of its managers, and BRIAN W. BENZER acknowledged this instrument to be the free act and deed of such company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.



4/27/2012

  
\_\_\_\_\_  
Notary Public

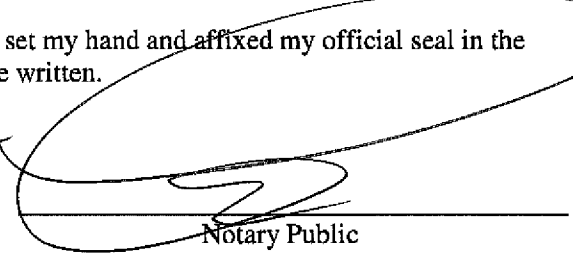
STATE OF SOUTH DAKOTA  
COUNTY OF LAWRENCE ) SS.

On this 4 day of MAY, 2011, before me personally appeared JAMES MEYER, to me known to be the PRES. of Quarq Technology, Inc., a South Dakota corporation, and that this instrument was signed on behalf of such corporation by authority of its board of directors, and JAMES MEYER acknowledged this instrument to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the COUNTY and State aforesaid, the day and year above written.



4/27/2012

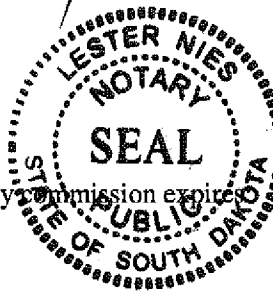
  
\_\_\_\_\_  
Notary Public

STATE OF SOUTH DAKOTA

COUNTY OF LAURENCE )SS.

On this 4 day of MAY, 2011, before me personally appeared James Meyer, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the COUNTY and State aforesaid, the day and year above written.



My commission expires:

4/27/2012

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF SOUTH DAKOTA

COUNTY OF LAURENCE )SS.

On this 4 day of MAY, 2011, before me personally appeared Mieke Meyer, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the COUNTY and State aforesaid, the day and year above written.



My commission expires:

4/27/2012

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

EXHIBIT A  
TO  
ASSIGNMENT OF PATENTS AND MARKS

See attached.



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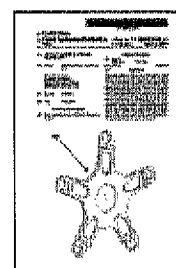
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Assignee: None

Published / Filed: **2009-05-14 / 2007-11-06**Application Number: **US2007000935891**IPC Code: Advanced: **G01L 1/22**;  
Core: **G01L 1/20**;ECLA Code: **G01L3/14B2**; G01L3/14C; K63B71/06D4A;U.S. Class: Current: **073/862.045**;  
Original: **738/620.45**;Priority Number: 2007-11-06 **US2007000935891**  
2006-11-06 **US2006000864431P**

**Abstract:** The present application relates to an input torque measuring device for a drive train of a bicycle. The drive train includes a first crank arm and a second crank arm. An inboard end of each crank arm is rotatably mounted to the bicycle at a bottom bracket of the bicycle. At least one chain ring is configured to rotate a driven wheel of the bicycle. A spider is connected to the first crank arm adjacent the bottom bracket and extends out to the at least one chain ring. The spider is configured to transmit force applied to the crank arms directly to the at least one chain ring. The spider may include a plurality of sensors configured to respond to the force applied by the spider to the at least one chain ring. The sensors produce an electronic signal relative to the force transmitted by the spider to the at least one chain ring and a processor configured to receive the electronic signals from each sensor of the spider.



High Resolution

Low Resolution

12 pages

Attorney, Agent or Firm: **GODFREY & KAHN S.C.**; 780 NORTH WATER STREET, MILWAUKEE, WI 53202 United States of AmericaINPADOC Legal Status: None [Get Now: Family Legal Status Report](#)Parent Case: **CROSS-REFERENCE TO RELATED APPLICATIONS**  
The present application claims priority to U.S. Provisional Application Ser. No. 60/864,431, filed on Nov. 6, 2006, the disclosure of which is incorporated herein reference.

Family:

PDF	Publication	Pub. Date	Filed	Assignee	Title
	<a href="#">WO2008058164A3</a>	2008-07-31	2007-11-06	QUARQ TECHNOLOGY, INC.	CRANKSET BASED BICYCLE POWER MEASUREMENT
	<a href="#">WO2008058164A2</a>	2008-05-15	2007-11-06	QUARQ TECHNOLOGY, INC.	CRANKSET BASED BICYCLE POWER MEASUREMENT
	<b>US20090120208A1</b>	2009-05-14	2007-11-06		CRANKSET BASED BICYCLE POWER MEASUREMENT
	<a href="#">US20090119032A1</a>	2009-05-07	2008-06-20		CRANKSET BASED BICYCLE POWER MEASUREMENT
	<a href="#">EP2104537A2</a>	2009-09-30	2007-11-06	QUARQ TECHNOLOGY INC	CRANKSET BASED BICYCLE POWER MEASUREMENT
5 family members shown above					

First Claim:  
[Show all 22 claims](#)

1. An input torque measuring device for a drive train of a bicycle, the drive train including a first crank arm and a second crank arm configured to be engaged by a rider of the bicycle at an outboard end, an inboard end of each crank arm rotatably mounted to the bicycle at a bottom bracket of the bicycle, at least one generally planar chain ring oriented generally perpendicular to the bottom bracket and configured to rotate about the bottom bracket and to rotate a driven wheel of the bicycle, the device comprising:

a spider connected to a first crank arm adjacent the bottom bracket and extending out to and directly supporting the at least one chain ring, the spider configured to transmit force applied to the crank arms directly to the at least one chain ring;

the spider including a plurality of sensors configured to respond to the force applied by the spider to the at least one chain ring and produce an electronic signal relative to the force transmitted by the spider to the at least one chain ring, each sensor oriented to be generally parallel to a plane of the at least one chain ring;

an electronic circuit configured to receive the electronic signals from each sensor of the spider.

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References:

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Continuity Data: 

Application Number	Filed	Notes

12142984

is a continuation in part of

>US2007000935891< 2007-11-06 (pending)

US20090120208A1 issued 2009-05-14 CRANKSET BASED BICYCLE POWER MEASUREMENT

US2007000935891 2007-11-06 is a non-provisional of provisional  
US2006000864431P 2006-11-06



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