

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3242111

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SANTA CRUZ BICYCLES, INC. | 02/03/2015 |
| RECEIVING PARTY DATA | |
| Name: | RED STAR HOLDINGS, LLC |
| Street Address: | 12340 SARATOGA-SUNNYVALE ROAD |
| City: | SARATOGA |
| State/Country: | CALIFORNIA |
| Postal Code: | 95070 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 6450521 |
| Patent Number: | 6854753 |
| CORRESPONDENCE DATA | |
| Fax Number: | (831)459-7561 |
| <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: | 831.459.7560 |
| Email: | rob@santacruz bicycles.com |
| Correspondent Name: | ROB ROSKOPP |
| Address Line 1: | 12340 SARATOGA-SUNNYVALE ROAD |
| Address Line 4: | SARATOGA, CALIFORNIA 95070 |
| NAME OF SUBMITTER: | ROB ROSKOPP |
| SIGNATURE: | /Rob Roskopp/ |
| DATE SIGNED: | 02/26/2015 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 2 | |
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| source=SC Bikes Assignment#page2.tif | |

BILL OF SALE AND ASSIGNMENT OF ASSETS

THIS BILL OF SALE AND ASSIGNMENT OF ASSETS ("Bill of Sale") is made and entered into effective as of February 3, 2015 ("Effective Date") by and between **SANTA CRUZ BICYCLES, INC.**, a California corporation ("Assignor"), and **RED STAR HOLDINGS, LLC**, a California limited liability company ("Assignee").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, all of Assignor's right, title and interest in and to all of the assets described on Exhibit A hereto (collectively, the "Assigned Assets"). Assignee hereby accepts such sale, transfer, assignment, conveyance and delivery, and agrees to assume and keep and perform all obligations with respect to the Assigned Assets.

Assignor shall execute, acknowledge, and deliver any further assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by Assignee, and will take any other action, as may reasonably be requested by Assignee for the purpose of selling, transferring, assigning, conveying, and confirming to Assignee, or reducing to possession, any and all Contributed Assets sold, transferred, assigned, conveyed and delivered.

This Bill of Sale may be executed in counterparts, each of which will be deemed an original and all of which will be considered one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Bill of Sale to be signed and delivered as of the Effective Date first written above.

SANTA CRUZ BICYCLES, INC., a California corporation

By: [Signature]
Name: Rob Rostkamp
Title: CEO

RED STAR HOLDINGS, LLC, a California limited liability company

By: [Signature]
Name: Rob Rostkamp
Title: President

[Signature]
Debra Bates
Vice President

EXHIBIT A
TO
BILL OF SALE AND ASSIGNMENT OF ASSETS

ASSIGNED ASSETS

1. Assigned Patents: Worldwide patent and applications:

| Country | Patent No. | Filing Date | Title | Issue date |
|---------|------------|--------------|---------------------------------|---------------|
| USA | 6,450,321 | Feb 11, 2000 | Suspension system for a vehicle | Sept 17, 2002 |
| USA | 6,854,753 | Aug 20, 2002 | Suspension system for a vehicle | Feb 15, 2005 |

Any continuance, re-issue or extension of the above patents

2. Designs, 3D models and drawings for the Maverick Monolink rear suspension, Maverick DUC32 front fork, SC32 front fork and any associated or future intellectual property rights for same shall be included in this agreement.

3. Graphic designs, and trademark rights to the Maverick sub-brands of "MONOLINK", "MONO-LINK", "ML7", "ML8", "DUC32", "SC32", "DURANCE", "MATIC", and the Maverick head badge

4. Assigned Trademark: US Trademark "Maverick" having Serial Number 85533209 filed February 3, 2012, together with any continuance, re-issue, or extension.

5. The website "Maverickbike.com", including without limitation the domain name, URL, and all content.

6. One (1) Carbon DUC32 Front Suspension Fork

7. All existing inventory of Maverick ML8 and Durance bicycle frames (all with shock).

END OF EXHIBIT A