

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3709551

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TENNECO MARZOCCHI SRL	11/06/2015
TENNECO MARZOCCHI U.S.A.	11/03/2015
RECEIVING PARTY DATA	
Name:	FOX FACTORY, INC.
Street Address:	915 DISC DRIVE
City:	SCOTTS VALLEY
State/Country:	CALIFORNIA
Postal Code:	95066
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	6044940
Patent Number:	6042091
Patent Number:	6328291
Patent Number:	6260832
Patent Number:	5988332
Patent Number:	6105740
Patent Number:	6454363
Patent Number:	6386643
Patent Number:	6318525
Patent Number:	6412167
Patent Number:	6557674
Patent Number:	6352276
CORRESPONDENCE DATA	
Fax Number:	(831)722-2350
<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>	
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PATENT

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ATTORNEY DOCKET NUMBER:	FOX MARZOCCHI ASSIGNMENT
NAME OF SUBMITTER:	EMILIE BENSCHOTER
SIGNATURE:	/Emilie Benschoter/
DATE SIGNED:	01/25/2016
Total Attachments: 7 source=FOX_Marzocchi_Patent Assignment#page1.tif source=FOX_Marzocchi_Patent Assignment#page2.tif source=FOX_Marzocchi_Patent Assignment#page3.tif source=FOX_Marzocchi_Patent Assignment#page4.tif source=FOX_Marzocchi_Patent Assignment#page5.tif source=FOX_Marzocchi_Patent Assignment#page6.tif source=FOX_Marzocchi_Patent Assignment#page7.tif	

PATENT ASSIGNMENT

This Patent Assignment (this "**Patent Assignment**"), dated November 12, 2015 ("**Effective Date**"), is by and among Tenneco Marzocchi S.r.l. in liquidazione, a limited liability company incorporated under Italian law, having its seat in Bologna, Italy, registered in Bologna, Italy under no. 15006 ("**Assignor 1**"), Tenneco Marzocchi U.S.A., a California corporation ("**Assignor 2**," together with Assignor 1, "**Assignors**"), and Fox Factory, Inc., a California corporation ("**Assignee**") (each individually a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, Assignors and Assignee, and certain other parties thereto, have entered into an Asset Purchase Agreement, dated as of October 19, 2015 (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the "**APA**"), pursuant to which, among other things, Assignors have agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignors, the Acquired Patents (defined below);

WHEREAS, Assignor 1 owns the patents as set forth on Appendix A hereto and Assignor 2 owns the patents as set forth on Appendix B hereto (together referred to as the "**Acquired Patents**");

WHEREAS, in connection with the APA and pursuant to this Patent Assignment, Assignors agree to assign the patents set forth on Appendices A and B pursuant to the conditions set forth in Article II to Assignee such that Assignee owns such Acquired Patents; and

WHEREAS, Assignors and Assignee are desirous of making this Patent Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the APA, the Parties hereto agree as follows:

**ARTICLE I
CERTAIN DEFINITIONS**

- 1.01 **General.** Any capitalized item used but not defined herein will have the meaning set forth in the APA.

**ARTICLE II
ASSIGNMENT AND ASSUMPTION**

- 2.01 **Assignment from Assignor.** In accordance with and subject to the terms and conditions of the APA, Assignors hereby sell, convey, assign, transfer and deliver to Assignee, all of Assignors' direct and indirect rights, titles and interests in and to the Acquired Patents in the respective applicable territories (collectively, the "**Geography**"), including, without limitation, all right, title and interest in all patents and applications claiming priority thereto in the Geography; all divisions, continuations, continuations-in-part, and renewals thereof; all forms of industrial property protection granted thereon, including patents, utility models, inventors' certificates and designs, and all reissues and extensions thereof; and the right to file any applications and claim for the same the priority rights derived from the Acquired Patents in the Geography. Effective at and after the Closing Date, Assignors authorize and request that Assignee file this Patent Assignment with the national patent offices within the Geography and any other applicable governmental entity and/or registrar necessary to record Assignee as the assignee and owner of

the Acquired Patents. Assignors further assign to Assignee all of Assignors' right to sue infringers of any of the Acquired Patents for any infringements occurring before or after the Closing Date.

- 2.02 Acceptance and Assumption by Assignee.** In accordance with and subject to the terms and conditions of the APA, Assignee hereby purchases, acquires and accepts the assignment, transfer and conveyance, in accordance with the terms of Assignors' rights, titles and interests in, under and to the Acquired Patents assigned to such Assignee pursuant to Section 2.01 above. Assignee accepts, assumes, undertakes and agrees to pay or cause to be paid all liabilities arising out of or related to the Acquired Patents from and after the Closing Date.
- 2.03 Fees and Expenses.** Any fees, costs and expenses for the recording of this Patent Assignment with the appropriate governmental entities, patent offices and/or registrars shall be borne by the Assignors, on the one hand, and the Assignee, on the other hand, on a fifty-fifty (50-50) basis; provided that the fees, costs and expenses to be borne by the Assignors and their Affiliates in connection with all patent assignments and trademark assignments pursuant to the APA shall not exceed USD 2,500 in the aggregate.

ARTICLE III MISCELLANEOUS

- 3.01 Binding Effect.** This Patent Assignment shall be binding upon and inure to the benefit of the Assignors and the Assignee and their respective successors and permitted assignees.
- 3.02 Consideration.** The Parties agree and acknowledge that good and valuable consideration for the Acquired Patents has already been considered, and is part of the consideration paid by Assignee pursuant to the APA.
- 3.03 Subject to APA.** The scope, nature and extent of this Patent Assignment are expressly set forth in the APA. Nothing contained in this Patent Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies set forth in, or arising in connection with, the APA or any other Transaction Document. This Patent Assignment is not intended to create any broader obligations than those contemplated in the APA, and in the event of any ambiguity, inconsistency or conflict between the terms hereof and the APA, the terms of the APA shall be governing and controlling.
- 3.04 Governing Law.** This Patent Assignment is governed by the Laws of the State of New York, USA, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.
- 3.05 Successors and Assigns.** Neither Assignors nor Assignee may assign this Patent Assignment, or any of their rights or liabilities hereunder, without the prior written consent of the other Party hereto, provided that Assignors and Assignee may so assign, in whole or in part, to one or more of their Affiliates.
- 3.06 Counterparts.** This Patent Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures page follows this page]

IN WITNESS WHEREOF, the Parties have caused this Patent Assignment to be duly executed effective as of the date first above written.

ASSIGNOR

Tenneco-Maresca S.r.l. in liquidazione

By:

Name: Sandro Paparelli

Title: Liquidator

Tenneco Automotive Europe bvba
12 A Schurhovenveld 1037
B-3800 Sint-Truiden

Repertorio n. _____

AUTENTICA DI FIRME	AUTHENTICATION OF EXECUTION
Certifico il sottoscritto Dr. _____ Notaio iscritto al Ruolo del Distretto notarile di _____ ed ivi residente, con Studio in _____ senza l'assistenza dei testimoni, per congedo rinuncia delle Parti e con il mio consenso, che i Sigg. _____ _____ della cui identità personale io Notaio sono certo, hanno sottoscritto in mia presenza l'atto che precede. _____ li _____	I, undersigned Dr. <u>A. Coëme</u> Notary of the notarial district of <u>Lige</u> and thereby residing, with office in <u>Silleu</u>, certify, without the assistance of witnesses, given that the parties have jointly waived to them, and with my agreement, that Messrs. <u>S. Paparelli</u> _____ citizens, whose personal identity I am absolutely sure, have executed before me the above deed. <u>S. Paparelli</u>, on <u>2015-11-06</u>

[Signature page to Patent Assignment -- U.S.]

Tenneco Marzocchi U.S.A.

By: [Signature]
Name: Paul D. Novas
Title: Vice President, Finance

STATE OF Illinois

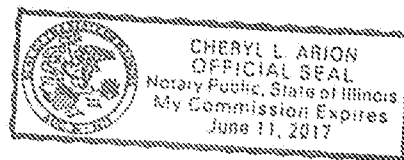
SS:

COUNTY OF Lake

On this 3 day of November, personally appeared before me Paul D. Novas known to me to be Vice President of Finance, who acknowledged that he or she signed this instrument as a free act on behalf of Tenneco Marzocchi U.S.A.

[Signature]
Notary Public

My commission expires: 6-11-2017



[Signature Page to Patent Assignment - U.S.]

IN WITNESS WHEREOF, the Parties have caused this Patent Assignment to be duly executed effective as of the date first above written.

ASSIGNEE

Fox Factory, Inc.

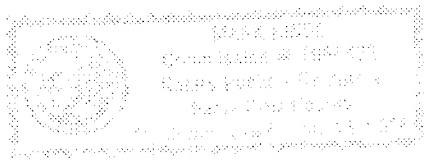
By: Mario Galasso
Name: Mario Galasso
Title: President

STATE OF CALIFORNIA

SS.

COUNTY OF SANTA CRUZ

On this 5 day of NOV., 2015, personally appeared before me Mario Galasso, known to me to be the President of Fox Factory, Inc., who acknowledged that he or she signed this instrument as a free act on behalf of Fox Factory, Inc.



Mark Rinde
Notary Public: MARK RINDE

My commission expires: 11/13/2016

[Signature Page to Patent Assignment - U.S.]

Appendix A

App. No.	Patent No.	Expiration Date	Title
08/967961	US6044940	11/12/2017	Remote-controlled hydropneumatic shock absorber
08/992752	US6042091	12/17/2017	Shock absorber
09/536353	US6328291	12/17/2017	Shock absorber
09/310700	US6360832	12/17/2017	Shock absorber with adjustable compression and rebound
09/119925	US5988332	7/21/2018	Hydraulic shock absorber
09/121073	US6105740	7/21/2018	Hydraulic shock absorber
09/409111	US6454363	11/10/2018	Wheel hub assembly
09/602954	US6386643	11/10/2018	Quick releasable dropout and wheel hub assembly
09/306899	US6318525	5/7/2019	Shock absorber with improved damping
09/374475	US6412167	8/13/2019	Apparatus for connecting a star cross piece to a leg of a bicycle or motorcycle fork
09/409112	US6557674	9/30/2019	Hydraulic or hydropneumatic shock absorber or telescopic suspension, equipped with built-in compensator, having small overall dimensions, easy to carry out and highly reliable

Appendix B

App. No.	Patent No.	Expiration Date	Title
09/421848	US6352276	10/20/2019	Lightweight bicycle fork