

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3710836

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CYCLES LAPIERRE	10/15/2012
RECEIVING PARTY DATA	
Name:	ACCELL SUISSE A.G.
Street Address:	INDUSTRIESTRASSE 21
City:	ALPNACH
State/Country:	SWITZERLAND
Postal Code:	CH-6055
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8286982
CORRESPONDENCE DATA	
Fax Number:	(206)224-0779
<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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Address Line 4:	SEATTLE, WASHINGTON 98101
ATTORNEY DOCKET NUMBER:	GVRS552850
NAME OF SUBMITTER:	BRANDON C. STALLMAN
SIGNATURE:	/Brandon C. Stallman/
DATE SIGNED:	01/26/2016
Total Attachments: 6	
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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

BY AND BETWEEN:

CYCLES LAPIERRE, a company incorporated and organised under the laws of France, registered with the Trade and Companies Register of Dijon under the number RCS 016 650 996 and having its registered office located at rue Edmond Voisenet BP 50573, 21005 DIJON CEDEX, represented by Gilles LAPIERRE, its President

Hereinafter referred to as ASSIGNOR and/or LAPIERRE,

ON THE ONE HAND

AND

ACCELL SUISSE A.G., a company incorporated and organised under the laws of Switzerland, registered with the Trade and Companies Register under the number CH-100.3.007.591-1 and having its registered office located at Industriestrasse 21, 6055 ALPNACH, SWITZERLAND, represented by Ir. René J. Takens, its Director

Hereinafter referred to as ASSIGNEE and/or ACCELL SUISSE,

ON THE OTHER HAND

Hereinafter collectively referred to as the Parties

PREAMBLE:

WHEREAS, LAPIERRE and ACCELL SUISSE are both subsidiaries of the Dutch company Accell Group N.V., an international group of companies active in the design, development, production, marketing and sales of bicycles, bicycle parts and accessories and fitness equipment.

WHEREAS, LAPIERRE is the leader of the high end MTB segment on the French market, and has now set its sights on the rest of the world.

WHEREAS, LAPIERRE is the owner of the following Patent and Patent Applications:

- French Patent No. FR 2 929 588 filed on April 2, 2008, published on October 9, 2009, and granted on September 17, 2010, covering a "bicycle systems suspension";
- and of a PCT Application No. WO 2009121936 filed on April 2, 2009, under priority and entered into national phases in:
 - Europe under No. EP 2 271 544, patent granted on July 25, 2012 in Austria, Belgium, France, Germany, Great Britain, Italy and Spain,;
 - Australia under No. Au20092320344: pending application;
 - Canada under No. CA2723249: pending application;
 - USA under No. US2001095507: patent granted under No. US 8,286,982.

WHEREAS, LAPIERRE is the owner of the following French Trademark Applications:

- "E : I SHOCK" No. 12 3 921 552 filed on May 22, 2012, and registered on September 14, 2012, in Class 12;
- "E : I" No. 12 3 905 096 filed on March 15, 2012, and registered on July 6, 2012, in Class 12
- "E-SHOCK" No. 12 3 899 851 filed on February 23, 2012, and registered on June 15, 2012, in Class 12.

WHEREAS, ACCELL SUISSE took in charge all the costs relating to the filing/granting of the above-mentioned patents and trademarks for an amount of 162 942,54 € (One hundred sixty two thousand nine hundred forty two euros and fifty four cents).

WHEREAS, ACCELL SUISSE is desirous of acquiring for a symbolic euro sole and exclusive property rights in and to the above-mentioned patents and trademarks upon the terms and conditions herein set forth;

WHEREAS, LAPIERRE is desirous of conveying, transferring and assigning to ACCELL SUISSE all of its rights, titles and interests in and to the above-mentioned patents and trademarks, for a symbolic euro.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Assignment.

ASSIGNOR hereby irrevocably conveys, transfers and assigns to ASSIGNEE, for a symbolic euro, and ASSIGNEE hereby accepts, all of ASSIGNOR's right, title and interest in and to the following:

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademarks and trademark applications set forth in Schedule 2 hereto, extensions and renewals thereof (the "Trademarks");

(c) all rights of any kind whatsoever of ASSIGNOR accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions.

ASSIGNOR authorizes ASSIGNEE for Patents and Trademarks and any other governmental officials to record and register this Patent and Trademark Assignment upon request by ASSIGNEE, at ASSIGNEE's expense. ASSIGNOR shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents and the Assigned Trademarks are properly assigned to ASSIGNEE, or any assignee or successor thereto.

3. Counterparts.

This Patent Assignment may be executed in two counterparts, one for each Party, each of which shall be deemed an original.

4. Successors and Assigns.

This Patent and Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law and Settlement of Disputes.

This Patent and Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of France, without giving effect to any choice or conflict of law provision or rule. Any controversy, dispute or claim arising out of or relating to this Agreement shall, unless solved by mutual agreement, be submitted to the exclusive jurisdiction of the Court of Paris.

6. Miscellaneous.

The failure of either party to enforce any right or assert any breach or failure of performance hereunder, shall not thereafter be deemed a waiver of any such right in the future or any other right hereunder or any future breach or failure by said party, whether of a similar nature or otherwise.

If any provision of the present Agreement shall be declared void by any court or administrative body of competent jurisdiction the validity of any other provision which may nonetheless be given effect shall not be affected thereby. The provisions rendered invalid shall, whenever possible, be replaced and superseded by a provision valid, to the nearest economic or legal effect.

The headings and sub-headings of the articles of the present Agreement and of the paragraphs thereof appear for ease of reference only and shall not prevail on their content.

7. Costs.

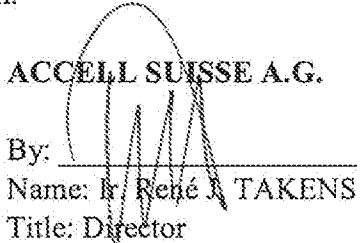
The costs of drafting of the present Agreement shall be paid by ASSIGNEE.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Patent and Trademark Assignment as of the date first above written.

October, 15th 2012
CYCLES LAPIERRE

By: 
Name: Gilles LAPIERRE
Title: President
Address for Notices:

ACCELL SUISSE A.G.

By: 
Name: R. René J. TAKENS
Title: Director
Address for Notices:

SCHEDULE 1

ASSIGNED PATENTS

Country	Type of Protection	Filing Date	Filing Number	State
FRANCE	Patent	02/04/2008	0852161	OK
PCT	PCT Application	02/04/2009	PCT/EP2009/053966	FILED
AUSTRALIA	Patent Application (PCT)	02/04/2009	2009232034	OK
CANADA	Patent Application (PCT)	02/04/2009	2 723 249	OK
USA	Patent (PCT)	02/04/2009	12/936 198	OK
EUROPE	European Patent (EuroPCT)	02/04/2009	09728024.2	VALIDATED
GERMANY	European Patent (Val)(PCT)	02/04/2009	09728024.2	OK
AUSTRIA	European Patent(Val)(PCT)	02/04/2009	09728024.2	OK
BELGIUM	European Patent (Val)(PCT)	02/04/2009	09728024.2	OK
SPAIN	European Patent(Val)(PCT)	02/04/2009	09728024.2	OK
FRANCE	European Patent (Val)(PCT)	02/04/2009	09728024.2	OK
GREAT BRITAIN	European Patent (Val)(PCT)	02/04/2009	09728024.2	OK
ITALY	European Patent (Val)(PCT)	02/04/2009	09728024.2	OK

THE EUROPEAN PATENT HAS BEEN VALIDATED ONLY IN THE FOLLOWING COUNTRIES: GERMANY, AUSTRIA, BELGIUM, SPAIN, FRANCE, GREAT BRITAIN, ITALY

SCHEDULE 2

ASSIGNED TRADEMARKS

TRADEMARKS:

- "E : I SHOCK" No. 12 3 921 552 filed on May 22, 2012, and registered on September 14, 2012, in Class 12;
- "E : I" No. 12 3 905 096 filed on March 15, 2012, and registered on July 6, 2012, in Class 12
- "E-SHOCK" No. 12 3 899 851 filed on February 23, 2012, and registered on June 15, 2012, in Class 12
- Any and all of the "E:I SHOCK"-related trademarks, whether registered or pending, as referred to in the attached invoice from Knijff Trademark Attorneys to ASSIGNOR dated 23 November 2012.