PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY PURCHASE AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
DAVID BOLCH	11/01/2011

RECEIVING PARTY DATA

Name:	FINISH LINE TECHNOLOGIES, INC.
Street Address:	1545 FIFTH INDUSTRIAL COURT
Internal Address:	BAY SHORE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	11706

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8317644

CORRESPONDENCE DATA

Fax Number:

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.

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ATTORNEY DOCKET NUMBER:	BOLCH1100-1
NAME OF SUBMITTER:	KATHARINA W. SCHUSTER
SIGNATURE:	/KATHARINA W. SCHUSTER/
DATE SIGNED:	06/08/2016

Total Attachments: 8

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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Intellectual Property Purchase Agreement (this "Agreement"), effective as of October 24th, 2011 is entered into by and among Finish Line Technologies, Inc., a New York corporation having its principal place of business located at 1545 Fifth Industrial Court, Bay Shore, New York 11706 ("Buyer"), and Kambra & David Bolch ("Seller") individuals residing at 351 Martin Rd, Dripping Springs, TX 78620.

WITNESSETH

Whereas, Seller is engaged in the business of developing and selling a product for protecting and covering the drive train of a bicycle (Product), Product is currently using the trade name "Chain Condom" but Buyer may sell product using a variety of different brand and product names.

Whereas, Seller desires to sell, assign, and transfer to Buyer, and Buyer desires to purchase from Seller, the exclusive worldwide rights to make and sell the Product and exclusive rights to use all intellectual property including but not limited to patents, trade name(s), copyrights, website, package design, logos, know-how, trade secrets, etc, in exchange for the consideration and upon the terms and conditions set forth herein.

Now, therefore, in consideration of the promises and the mutual agreements, representations, warranties, conditions, and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

PURCHASE AND SALE OF INTELLECTUAL PROPERTY

1. Subject to the terms and conditions contained herein, Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby purchases, acquires, and accepts from Seller, the "Chain Condom" brand name and all "Chain Condom" intellectual and real property including, the following:
   a. Any and all trade name(s) and copyrights relating to the "The Product."
   b. Any and all package designs, logos, and websites relating to the The Product and Chain Condom brand name.
   c. Any and all know-how, specifications, and trade secrets relating to "The Product"
   d. Access to suppliers and ownership of any tooling and all negotiated purchase agreements and related materials.
   e. Any and all standard inventory delivered to Finish Line Technologies, Inc., freight collect.
2. Seller agrees to give buyer exclusive worldwide rights to any and all current and future trademarks, patents and patents pending which relate to the Product.

ARTICLE II

PURCHASE PRICE AND LICENSING PAYMENTS

In consideration of the sale, transfer, assignment and delivery of the Intellectual Property by Seller, and in reliance upon the representations, warranties, covenants, and agreements made herein, Buyer shall pay Seller the following amounts at the times specified below:

2.1 Purchase Payment. Buyer shall pay $ to Seller concurrently with the execution and delivery of this Agreement.

2.2 Inventory. Buyer shall purchase "Seller's inventory" at the full landed cost paid by Seller. Seller shall furnish documentation to substantiate the cost of the inventory.

2.3 Licensing Payments. Licensing payments shall be paid to Seller for a period of 8 years. Seller shall be entitled to royalty payments as set forth below:

A. For the first 3 years of this agreement, a licensing payment of $ per unit will be paid on all Product sold by Finish Line or its affiliate companies.

B. A $ per unit licensing payment shall be paid for years 4, 5, 6, 7, 8 unless during this time a patent for Product is denied by the US Patent Office and the patent application is declared finally abandoned. At such time, and from the date of this notice going forward, all future licensing payments shall be calculated at a rate of $ per unit.

C. An annual minimum licensing payment (a total of 8 such payments) will be in effect and shall equal actual royalties earned on sale of Product or $, whichever is greater.

D. Licensing payments are to be computed quarterly based upon calendar quarters (March 31st, June 30th, September 30th, December 31st). Payment of royalties due will be paid within 30 days following the close of each calendar quarter. Buyer shall provide a report showing total top line sales and unit sales of all products included in this agreement and the calculation of the royalty due and the total royalty paid to date.

2.4 Buyer will have the right to sublicense to third parties the Intellectual Property assigned by Seller to Buyer pursuant to this Agreement, provided that Buyer pays to Seller the applicable royalties and licensing payments for Product sales as if Buyer had made such sales. All reports of Product sales provided by Buyer will include unit sales (as a separate line item or category) by any such sublicensees.

ARTICLE III

ADDITIONAL TERMS AND CONDITIONS

3.1 Buyer shall incur all legal costs associated with the prosecution, issuance, and maintenance of trademarks and patents incurred subsequent to the date of this agreement. Should Buyer choose to abandon prosecution of patent(s), Buyer shall promptly notify Seller and Seller shall have the option to continue prosecution at Seller's expense and at Seller's sole discretion. Buyer shall insure that all units of Product are properly marked as "Patent Pending" until any patent(s) issue from pending application(s) or are declared finally abandoned. During the term of this Agreement and for so long as Seller is due any monies or royalties under this Agreement, Buyer shall take reasonable steps to cause the Intellectual Property to remain or be valid and subsisting.

3.2 During the term of this Agreement, Seller shall give Buyer a right of first refusal on any new products invented by Seller which relate to bicycle maintenance.

3.3 During the term of this Agreement, Seller shall agree not to sell or make any competitive product to "Chain Condom."

3.4 Buyer agrees to return and assign back to Seller all rights and property associated with "Product" and trade names and Intellectual Property if minimum royalty payments are not made in any given year.

3.5 Buyer agrees to provide reasonable quantities of "Product" to seller as requested.

3.6 If Buyer sells controlling interest in the business, Seller will have the option to continue the contract with the new owners, or receive a lump sum payment equal to the average royalties paid for the prior three years, times the amount of years remaining times 80%.

3.7 Buyer agrees to provide Seller with duplicate production and sales documents

3.8 Buyer agrees to an orderly transition during which time Seller can continue to service and sell to mutually agreed upon accounts for a mutually agreed upon amount of time, see schedule 1.

3.9 At end of 8 years, and after all earned royalty payments have been made, Buyer's rights to the Intellectual Property shall be deemed fully paid and Buyer shall have no further royalty or licensing fee obligations to Seller regarding Seller's Product and Intellectual Property. Seller assigns his entire right, title and interest in the patents and trademarks to Buyer. Seller agrees to execute any documents provided by Buyer to effect and/or evidence such assignment as may be reasonably requested by Buyer.

3.10 In the event either Buyer or Seller becomes aware of any possible or actual infringement of any of the Intellectual Property by a third party, it shall promptly notify the other party and provide it with details regarding such infringement and the parties will in good faith mutually and reasonably agree on the course of action they desire to take with respect to such infringement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 Organization; Good Standing. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of New York State.

4.2 Buyer has the requisite corporate power and authority to execute and deliver this agreement and to assume and perform all of its obligations hereunder. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid, and binding obligation of Buyer, enforceable against it in accordance with its terms (except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies).

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

5.1 Seller has the requisite power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid, and binding obligation of Seller, enforceable against him in accordance with its terms (except to the extent that enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies).

5.2 Ownership: To the best of Seller's knowledge, Seller has the unrestricted ownership of the assets that are being sold to buyer.

ARTICLE VI

COVENANTS

6.1 Covenants of Seller. Seller agrees that from time to time after the date hereof, without further consideration, to execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may request to more effectively convey and transfer to and vest in Buyer and to put Buyer in possession of the intangible assets transferred hereunder.

6.2 Covenants of Buyer. Buyer shall keep accurate records of Unit Sales of Product. On or before the last day following the end of each calendar quarter of Buyer (or the next succeeding business day if such day is a Saturday, Sunday, or national holiday), Buyer shall deliver to Seller, a sales report setting forth Unit Sales for each calendar month of such quarter, and a computation of the amount of licensing fees to be paid for such quarter.

6.3 Seller, or his duly authorized representative, shall have the right, for as long as Seller is entitled to licensing payments, and for six months thereafter, during regular business hours and upon at least fourteen (14) days advance notice, to inspect and review the royalty records at Buyer's principal place of business in the United States (or at such other location where the royalty records are regularly maintained).

ARTICLE VII

INDEMNIFICATION

7.1 Seller's Indemnity. Seller agrees to indemnify and hold harmless Buyer and his agents, if any, from and against, and shall promptly reimburse them for, any and all judgments, awards, settlements, liabilities owed to third parties, damages owed to third parties, including reasonable attorneys' fees and expenses ("Losses") suffered or incurred by Buyer or any of his agents, which arise or result from or are related to (a) the material inaccuracy or breach of any representation or warranty made by Seller herein, or (b) any breach or failure of Seller to perform any of its covenants or agreements set forth herein, or (c) from sale of Product made by seller before the date of this agreement.

7.2 Buyer's Indemnity. Buyer agrees to indemnify and hold harmless Seller and his agents, if any, from and against, and shall promptly reimburse them for, any and all judgments, awards, settlements, liabilities owed to third parties, damages owed to third parties, including reasonable attorneys' fees and expenses ("Losses") suffered or incurred by Seller or any of his agents, which arise or result from or are related to (a) the material inaccuracy or breach of any representation or warranty made by Buyer herein, or (b) any breach or failure of Buyer to perform any of its covenants or agreements set forth herein or (c) from sale of Product made by Buyer after the date of this agreement.

7.3 Third Party Claims Against Buyer. The obligations and liabilities of Seller with respect to Losses resulting from the assertion of liability by third parties against the Buyer which arise or result from or are related to any matter or condition set forth in Section 7.1 (a "Third Party Claim"), shall be subject to the following terms and conditions:

a. Buyer shall give Seller prompt notice of any such Third Party Claim, and Seller may undertake the defense thereof by representatives of their own choosing and will consult with Buyer during the course thereof (but Buyer's omission to so notify Seller shall not relieve them from any liability they may have to Buyer hereunder unless such omission materially prejudices the ability of Seller to defend against such Third Party Claim.

b. If, within fifteen (15) days after receiving written notice from Buyer of any Third Party Claim, Seller fails to take reasonable actions to defend, then Buyer shall (upon further notice to Seller) have the right to undertake the defense, compromise, or settlement of such Third Party Claim on behalf of and for the account and risk of Seller.

c. Anything herein to the contrary notwithstanding(1) if there is a reasonable probability that a Third Party Claim may adversely affect Buyer, other than as a result of money damages or other money payments (i.e., seeks injunctive or similar relief against Buyer), Buyer shall make reasonable efforts to give notice thereof to Seller and if it is unable to do so or if Seller fails to immediately take reasonable actions to defend such Third Party Claim, then Buyer shall have the right, at the reasonable cost and expense of Seller, to defend, compromise, or settle such Third Party Claim (on such prior notice to Seller as may be reasonably possible under the circumstances) and (2) without Buyer's prior written consent, Seller shall not settle or compromise any Third Party Claim or consent to the entry of any judgment in respect thereof, unless (a) Seller delivers to Buyer, in advance, their written agreement in form and substance reasonably satisfactory to Buyer, which agreement provides that amounts paid and incurred or to be incurred by Buyer in connection with such Third Party Claim shall be paid simultaneously by Seller to Buyer, and (b) such settlement, compromise, or consent includes, as an unconditional term thereof, the giving by the claimant or the plaintiff to Buyer of a general release from all liability in respect of all Third Party Claims, reasonably satisfactory in form and substance to Buyer.

7.4 Third Party Claims Against Seller. The obligations and liabilities of Buyer with respect to Losses resulting from the assertion of liability by third parties against Seller which arise or result from or are related to any matter or condition set forth in Section 7.2 shall be as set forth in Section 7.3 above, except that for the purposes of this Section 7.4 all references (1) to Buyer in Section 7.3 above shall be deemed to be references to Seller and (2) to Seller in Section 7.3 above shall be deemed to be references to Buyer.

7.5 Cumulative Remedies. All remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other parties hereto.

7.6 Survival of Representation, Warranties, and Covenants. The representations, warranties, covenants, and agreements made by the parties in this Agreement, or in any certificate or document furnished pursuant hereto, and the obligation to indemnify hereunder shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, notwithstanding any investigation made by or on behalf of any party.

ARTICLE VIII

MISCELLANEOUS

8.1 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York.

8.2 Headings. The headings or captions of the sections of this Agreement are for convenience or reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intention of the parties or affect any of the provisions of this Agreement.

8.2 Amendment and Waiver. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreements, representations, and understandings of the parties. This Agreement cannot be altered, amended, changed, waived, terminated, or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged therewith. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach. The delay or failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the rights at a later time to enforce the same.

8.3 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or mailed if delivered personally, mailed by registered or certified mail (postage prepaid, return receipt requested) to the parties at the addresses first set forth above (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt.)

8.4 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by virtue of any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any material manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto 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 maximum extent possible.

8.5 Entire Agreement, No Third-Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes any and all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. Except as otherwise expressly provided herein, this Agreement is not intended to confer upon any other person any rights or remedies hereunder.

8.6 Parties in Interest. This Agreement shall inure to the benefit of and be binding upon Buyer and Seller, and their respective heirs, successors and assigns. Nothing in this Agreement, express or implied, shall confer upon any other person any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

8.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one and the same agreement.

In Witness Whereof, the parties have caused this Agreement to be executed by their respective parties thereunto duly authorized as of the day and year first above written.

Date: 10/27/11

By: Henry J. Krause

Henry J. Krause, President
Finish Line Technologies, Inc.

Date: 11/1/11

By: Kambra K Bolch

Kambra Bolch

Date: 11/1/11

By: David Bolch

David Bolch