

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4272022

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RACE FACE PERFORMANCE PRODUCTS INC.	02/07/2017
RECEIVING PARTY DATA	
Name:	FOX FACTORY, INC.
Street Address:	915 DISC DRIVE
City:	SCOTTS VALLEY
State/Country:	CALIFORNIA
Postal Code:	95066
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12432681
Application Number:	13675304
Application Number:	14341300
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>	
Phone:	408-377-0500
Email:	patents@wagnerblecher.com
Correspondent Name:	FOX C/O WAGNER BLECHER LLP
Address Line 1:	123 WESTRIDGE DRIVE
Address Line 4:	WATSONVILLE, CALIFORNIA 95076
ATTORNEY DOCKET NUMBER:	FOX-RACE FACE TRANSFER
NAME OF SUBMITTER:	ROBERT CONDON
SIGNATURE:	/Robert Condon/
DATE SIGNED:	02/13/2017
Total Attachments: 2	
source=RaceFace_Fox_20170213_Assignment#page1.tif	
source=RaceFace_Fox_20170213_Assignment#page2.tif	

ASSIGNMENT

This Agreement, effective as of 2017-02-07 ("Effective Date"), is between Race Face Performance Products Inc., having an address at 3145 Thunderbird Crescent, Burnaby, BC V5A 3G1, Canada ("Assignor"), and Fox Factory, Inc, having an address at 915 Disc Drive, Scotts Valley, California 95066 ("Assignee"), (collectively, "Parties").

1. Assignor has an ownership interest in and to the following patents and patent applications:

Country Code	Application No.	Filing Date MM/DD/YYYY	Title
US	12/432,681	04/29/2009	INSERT FOR BICYCLE CRANK ARM
US	13/675,304	11/13/2012	BICYCLE CRANK ARM AND INSERT THEREFORE
US	14/341,300	07/25/2014	BICYCLE CRANK ARM AND INSERT THEREFORE

The patents and patent applications listed above are hereinafter referred to as "the patents and patent applications".

Assignor also owns the right to any patent issuing from the patents and patent applications, as well as the rights to any continuation, divisional, continuation-in-part, foreign counterpart, or other patent application or patent that depends for priority from or shares a common priority in an earlier patent application with any of the patents or patent applications; hereafter, these things and the patents and patent applications shall be collectively and individually referred to as the "Assigned Patents."

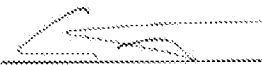
2. Assignee desires to own all of Assignor's interest in and to the Assigned Patents, including the right to prepare, file, maintain, prosecute and otherwise exploit any invention identified in an Assigned Patent, on a worldwide basis, in Assignee's name, and including all applications, continuations, divisionals, continuations in-part, and other rights depending for priority on these things or sharing a common priority with these things, on a worldwide basis.
3. Accordingly, for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title, and other interest in and to the Assigned Patents.
4. Assignor further assigns to Assignee all causes of action and associated damages for any and all acts of infringement of Assigned Patents that may have occurred prior to the date of this Assignment. Assignor also hereby assigns to Assignee all right to receive royalties for license of Assigned Patents.

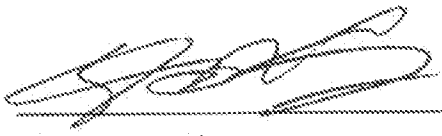
5. Assignor shall deliver to Assignee such other endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment, as Assignee shall reasonably deem necessary or appropriate to vest in Assignee all of Assignor's right, title and interest in, to and under each Assigned Patent.
6. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office to record this Assignment and, to the extent it assigns pending applications, to issue all Letters Patent issuing there from to Assignee in accordance with the terms of this Assignment, including to any continuation, divisional, continuation in-part or other application which depends upon or shares common priority with a patent or patent application listed above (whether filed now or in the future).
7. ALL PATENTS ASSIGNED OR LICENSED PURSUANT HERETO ARE GRANTED "AS IS," "WHERE IS," AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND EXCEPT THOSE EXPRESSLY STATED HEREIN.
8. Assignor will not take steps or actions to challenge or impair the validity or enforceability or rights associated with any Assigned Patent.
9. This Agreement shall be construed and enforced pursuant to the laws of the State of California; the Parties agree to use the courts within the State of California as the exclusive jurisdiction for resolving any dispute relating to this Agreement, and hereby consent to jurisdiction in that State.
10. This Assignment and all rights granted herein shall inure to the benefit of the successors and assigns of Assignee.

WHEREFORE, the Parties have signed this Agreement effective as of the date first set forth above.

ASSIGNOR
Race Face Performance Products Inc.
3145 Thunderbird Crescent
Burnaby, BC V5A 3G1, Canada

ASSIGNEE
Fox Factory, Inc.
915 Disc Drive
Scotts Valley, California 95066

By: 
Name: Chris Tutton
Title: President

By: 
Name: David Haugen
Title: VP / General Counsel

ASSIGNOR WITNESS:

Witness' Signature: _____
Witness' Name: _____
Witness' Address: _____