

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4461556

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
SPEED CINCH, INC.	05/22/2017
RECEIVING PARTY DATA	
Name:	SUMMIT OUTDOORS, LLC
Street Address:	7201 ENGLE ROAD
City:	FORT WAYNE
State/Country:	INDIANA
Postal Code:	46804
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D711725
Patent Number:	D714129
Patent Number:	D714619
Patent Number:	D741150
Patent Number:	D749400
Patent Number:	D776518
CORRESPONDENCE DATA	
Fax Number:	(574)237-1125
<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:	574-233-1171
Email:	michelle.horvath@btlaw.com
Correspondent Name:	BARNES & THORNBURG LLP (SB)
Address Line 1:	100 NORTH MICHIGAN STREET
Address Line 2:	700 1ST SOURCE BANK CENTER
Address Line 4:	SOUTH BEND, INDIANA 46601
ATTORNEY DOCKET NUMBER:	67837
NAME OF SUBMITTER:	MICHELLE L.W. HORVATH
SIGNATURE:	/Michelle L.W. Horvath/
DATE SIGNED:	06/15/2017

PATENT

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”) dated as of May 22, 2017, is made by Speed Cinch, Inc., a Michigan corporation (“**Seller**”), in favor of Summit Outdoors, LLC, an Indiana limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Seller and Buyer dated as of even date herewith (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT.** Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP.

1.1. The trademark registrations and trademark applications set forth on Schedule 1 attached hereto and incorporated herein by this reference, and all issuances, extensions and renewals thereof (the “**Trademarks**”);

1.2. The patents and patent applications set forth in Schedule 1 attached hereto and incorporated herein by this reference, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

1.3. The domain names set forth on Schedule 1 attached hereto and incorporated herein by this reference (the “**Domain Names**”);

1.4. All rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

1.5. 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

1.6. Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, 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.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any

affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. **TERMS OF PURCHASE AGREEMENT.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **COUNTERPARTS.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. **SUCCESSORS AND ASSIGNS.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

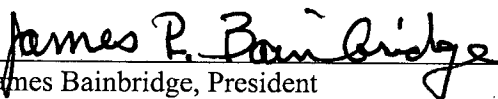
6. **GOVERNING LAW.** This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[Remainder of this page intentionally left blank; Signatures on the following page]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property Assignment as of the date first written above.

"SELLER"

SPEED CINCH, INC.


James Bainbridge, President

Accepted and Agreed to on May 22, 2017

"BUYER"

SUMMIT OUTDOORS, LLC

Joel Harter, Member

- Signature Page -

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SPEED CINCH, INC.

James Bainbridge, President

Accepted and Agreed to on May 22, 2017

“BUYER”

SUMMIT OUTDOORS, LLC

 5/22/17

Joel Harter, Member

SCHEDULE 1

Intellectual Property – Patents

Due Date	Case Reference	Official No.	Due Date Desc.	Title
10/18/17	2395.P0001CN	ZL201330492374.6	Next Renewal Date	CORD LOCK (dwgs 1-6 and 20-25 of US)
11/6/17	2395.P0003CN	ZL201330528777.1	Next Renewal Date	STAKE WITH CORD LOCK
9/24/20	2395.P0006AU	364653	Next Renewal Date	CORD LOCK WITH SCREW IN BASE FEATURE
9/30/20	2395.P0006EM	002803007-0001	Next Renewal Date	CORD LOCK WITH SCREW IN BASE FEATURE
5/4/21	2395.P0006CA	164578	Next Renewal Date	CORD LOCK WITH SCREW IN BASE FEATURE
10/18/23	2395.P0001CN	ZL201330492374.6	Expiry date	CORD LOCK (dwgs 1-6 and 20-25 of US)
11/6/23	2395.P0003CN	ZL201330528777.1	Expiry date	STAKE WITH CORD LOCK
9/24/25	2395.P0006AU	364653	Expiry date	CORD LOCK WITH SCREW IN BASE FEATURE
5/4/26	2395.P0006CA	164578	Expiry date	CORD LOCK WITH SCREW IN BASE FEATURE
8/26/28	2395.P0001US	D711725	Expiry date	CORD LOCK (Figs. 7-12)
9/30/28	2395.P0004US	D714129	Expiry date	CORD LOCK (Figs. 13-19)
10/7/28	2395.P0003US	D714619	Expiry date	COMBINED CORD LOCK

				AND STAKE
10/20/29	2395.P0005US	D741150	Expiry date	CORD LOCK (Figs 20-25)
2/16/30	2395.P0006US	D749400	Expiry date	CORD LOCK WITH SCREW IN BASE FEATURE
1/17/32	2395.P0007US	D776518	Expiry date	CORD LOCK WITH SCREW IN BASE FEATURE
9/29/40	2395.P0006EM	002803007-0001	Expiry date	CORD LOCK WITH SCREW IN BASE FEATURE

Intellectual Property – Trademarks

Due Date	Case Reference	Official No.	Due Date Desc.	Title
6/15/17	2395.T0003US	86/622059	Statement of Use Due or EOT3	SPEED CLEAT
7/31/17	2395.T0006US	87/159374	Statement of Use Due or EOT1	TIMBER CINCH
12/15/17	2395.T0003US	86/622059	Statement of Use Due or EOT4	SPEED CLEAT
1/31/18	2395.T0006US	87/159374	Statement of Use Due or EOT2	TIMBER CINCH
6/15/18	2395.T0003US	86/622059	Statement of Use Due or EOT5	SPEED CLEAT
7/31/18	2395.T0006US	87/159374	Statement of Use Due or EOT3	TIMBER CINCH
12/15/18	2395.T0003US	86/622059	Statement of Use Final Deadline	SPEED CLEAT
1/31/19	2395.T0006US	87/159374	Statement of Use Due or EOT4	TIMBER CINCH
7/31/19	2395.T0006US	87/159374	Statement of Use Due or EOT5	TIMBER CINCH
1/14/20	2395.T0001US	4467799	Section 8 & 15 Deadline	SPEED CINCH

1/31/20	2395.T0006US	87/159374	Statement of Use Final Deadline	TIMBER CINCH
5/27/20	2395.T0002US	4540446	Section 8 & 15 Deadline	WHO NEEDS A KNOT?
2/7/23	2395.T0005US	5137313	Section 8 & 15 Deadline	SPINNER
3/14/23	2395.T0004US	5163020	Section 8 & 15 Deadline	“stake and cord lock” LOGO
1/14/24	2395.T0001US	4467799	Next Renewal Date	SPEED CINCH
5/27/24	2395.T0002US	4540446	Next Renewal Date	WHO NEEDS A KNOT?
2/7/27	2395.T0005US	5137313	Next Renewal Date	SPINNER
3/14/27	2395.T0004US	5163020	Next Renewal Date	“stake and cord lock” LOGO

Intellectual Property – Domain Names

- www.speedcinch.com – renewal date: 02/01/18
- www.speedcinch.net – renewal date: 09/30/18
- www.cinchstake.com – renewal date 02/02/18
- www.speedcleat.net – renewal date 01/02/18
- www.speedcleat.com – renewal date 01/02/18
- www.speedcleat.info – renewal date 01/02/18
- www.speedcleat.org – renewal date 01/02/18