

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6298152

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
DAN T. MOORE	09/09/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	TEAM WENDY, LLC
<b>Street Address:</b>	17000 SAINT CLAIR AVENUE
<b>Internal Address:</b>	BUILDING 1
<b>City:</b>	CLEVELAND
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44110

**PROPERTY NUMBERS Total: 21**

Property Type	Number
Patent Number:	6453476
Patent Number:	7078443
Patent Number:	7341776
Patent Number:	8039078
Patent Number:	8399085
Patent Number:	8726424
Patent Number:	8975306
Patent Number:	9320311
Patent Number:	9516910
Patent Number:	9743701
Patent Number:	9894953
Patent Number:	10595578
Patent Number:	D617503
Patent Number:	D679058
Patent Number:	D683079
Patent Number:	D733972
Patent Number:	D735075
Patent Number:	D793625

PATENT

Property Type	Number
Patent Number:	D815359
Application Number:	16826965
Application Number:	16749966

**CORRESPONDENCE DATA**

**Fax Number:** (216)241-0816  
*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.*

**Phone:** 216.622.8200  
**Email:** RFALK@CALFEE.COM, MGILLETTE@CALFEE.COM, ipdocket@calfee.com

**Correspondent Name:** CALFEE, HALTER & GRISWOLD LLP  
**Address Line 1:** 1405 EAST SIXTH STREET  
**Address Line 2:** THE CALFEE BUILDING  
**Address Line 4:** CLEVELAND, OHIO 44114-1607

<b>ATTORNEY DOCKET NUMBER:</b>	34714.04146
<b>NAME OF SUBMITTER:</b>	RYAN FALK
<b>SIGNATURE:</b>	/RYAN FALK/
<b>DATE SIGNED:</b>	09/15/2020

**Total Attachments: 5**  
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**PATENT ASSIGNMENT AGREEMENT**

This PATENT ASSIGNMENT AGREEMENT (together with all Schedules hereto, this “Patent Assignment”), is made and entered into effective as of September 9, 2020 by and between Dan T. Moore (“Moore”), and Team Wendy, LLC, a Delaware limited liability company (the “Company”). All capitalized terms used, but not defined, herein shall have the meanings set forth in the IP Contribution Agreement (as defined below).

WHEREAS, under the terms of that certain Intellectual Property Contribution Agreement, dated as of the date hereof, by and between Moore and the Company (the “IP Contribution Agreement”), Moore has contributed, conveyed, assigned and transferred to the Company certain Intellectual Property assets of Moore, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding Governmental Entities in any applicable jurisdictions.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and without limiting the IP Contribution Agreement, Moore hereby (on behalf of himself and his Affiliates (other than the Company)) absolutely, irrevocably, and unconditionally contributes, conveys, assigns, and transfers to the Company (on behalf of itself and its successors and permitted assigns), and the Company hereby accepts, all of the entire worldwide right, title, and interest in and to the Transferred IP Assets, free and clear of all Liens of any kind whatsoever, including without limitation, in and to the following (collectively, the “Assigned Patent Rights”):

(a) the patents, patent applications, design registrations, and design registration applications set forth in Schedule I hereto, and any and all issuances, provisionals, divisionals, continuations, continuations-in-part, reissues, revisions, substitutions, extensions, reexaminations, and renewals thereof and any foreign counterparts of the foregoing (collectively, the “Patents”);

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

(c) 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

(d) 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 to prosecute, sue, enforce, collect, recover, or retain damages, costs, or attorneys’ fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or disclosure, or other violation of any Patents and all claims for profits, proceeds, damages, restitution, and injunctive and all other legal and equitable relief related thereto, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages,

all said rights to be held and enjoyed by the Company for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full term of the Assigned Patent Rights as fully and entirely as the same would have been held by Moore had this assignment not been made.

2. Recordation and Further Actions. Moore hereby authorizes and requests the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding Governmental Entities in any applicable jurisdictions to record and register this Patent Assignment upon request by the Company, to record the Company as the assignee and owner of the Patents, and to issue any

and all registrations from any and all applications for registration included in the Patents in and to the name of the Company. Following the date hereof, upon the Company's reasonable request, and at the Company's sole cost and expense, Moore shall take such steps and actions, and provide such cooperation and assistance to the Company 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patent Rights to the Company, or any assignee or successor thereto.

3. Terms of the IP Contribution Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the IP Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Moore and the Company with respect to the Assigned Patent Rights. The representations, warranties, covenants and agreements contained in the IP Contribution 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 IP Contribution Agreement and the terms hereof, the terms of the IP Contribution Agreement shall govern.

4. Execution in Counterparts. This Patent Assignment may be executed and delivered (including, where permitted by applicable Law or Governmental Entity, via facsimile or scanned .pdf image) in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signed copy of this Patent 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 Patent Assignment, provided, however, that if an original signature and/or any other formalities (including, without limitation, notarization or apostille) are required by any Governmental Entity, then the parties hereto shall, at the Company's sole cost and expense, amend, execute, and revise this Patent Assignment in accordance therewith and in satisfaction thereof.

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

6. Governing Law; Jurisdiction; Venue. This Patent 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 the United States and the State of Delaware, without regard to conflict of laws principles. The parties hereto agree that any dispute or controversy arising between the parties hereto relating to or in connection with this Agreement shall be submitted to and heard by a state or federal court located in Delaware, and all objections to personal jurisdiction and venue in any Action, suit or proceeding so commenced are hereby expressly waived by all parties hereto.

[Signature Page Follows]

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



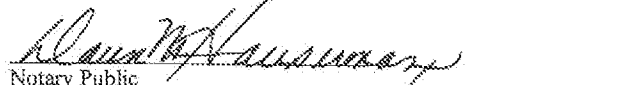
\_\_\_\_\_  
Dan T. Moore

ACKNOWLEDGMENT

STATE OF OHIO  
COUNTY OF CUYAHOGA

)SS.

On the 9<sup>th</sup> day of September, 2020, before me personally appeared Dan T. Moore, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

  
Notary Public  
Printed Name: DAWN M. HAVERMAN

My Commission Expires: 04/19/2021

AGREED TO AND ACCEPTED:

TEAM WENDY, LLC

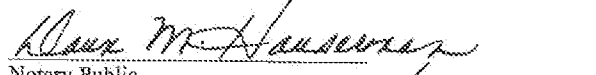
By:   
\_\_\_\_\_  
Name: Jose Rizo-Patron  
Its: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF OHIO  
COUNTY OF CUYAHOGA

)SS.

On the 9<sup>th</sup> day of September, 2020, before me personally appeared Jose Rizo-Patron, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Team Wendy, LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of Team Wendy, LLC for the uses and purposes mentioned in the instrument.

  
Notary Public  
Printed Name: DAWN M. HAVERMAN

My Commission Expires: 04/19/2021

{Signature Page to Patent Assignment (IP Contribution)}

**SCHEDULE I**  
**ASSIGNED PATENTS**

**Patents:**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Status</b>
Protective Helmet	U.S.	6,453,476	9/24/2002	Issued
Viscoelastic Foam Layer and Composition	U.S.	7,078,443	7/18/2006	Issued
Protective Foam with Skin	U.S.	7,341,776	3/11/2008	Expired
Energy-Absorbing Pads	U.S.	8,039,078	10/18/2011	Issued
Energy-Absorbing Pads	U.S.	8,399,085	3/19/2013	Issued
Energy Management Structure	U.S.	8,726,424	5/20/2014	Issued
Viscoelastic Foam Layer and Composition	U.S.	8,975,306	3/10/2015	Issued
Helmet Impact Liner System	U.S.	9,320,311	4/26/2016	Issued
Helmet Impact Liner System	U.S.	9,516,910	12/13/2016	Issued
Helmet Retention System	U.S.	9,743,701	8/29/2017	Issued
Helmet Retention System	U.S.	9,894,953	2/20/2018	Issued
Helmet Retention System	U.S.	10,595,578	3/24/2020	Issued
Helmet Pad Structure	U.S.	D617,503	6/8/2010	Issued
Helmet Liner	U.S.	D679,058	3/26/2013	Issued
Helmet Liner	U.S.	D683,079	5/21/2013	Issued
Helmet	U.S.	D733,972	7/7/2015	Issued
Cam Buckle	U.S.	D735,075	7/28/2015	Issued
Helmet	U.S.	D793,625	8/1/2017	Issued
Helmet	U.S.	D815,359	4/10/2018	Issued
Helmet Retention System	EP (validated in BE, DE, FR, IT, NL, NO, PT, ES, SE, GB, TR, DK)	2874512	7/5/2017	Issued
Helmet Retention System	AU	2014342635	10/24/2019	Issued
Helmet Retention System	AU	2013327099	3/29/2018	Issued
Helmet Retention System	EP (validated in DE, ES, FR, GB, NO, TR)	3062650	7/3/2019	Issued
Helmet Retention System	HK	1210677	3/29/2018	Issued

Title	Jurisdiction	Patent Number	Issue Date	Status
Helmet Retention System	HK	1222998	7/17/2020	Issued
Helmet Retention System And Method	IL	244893	7/31/2019	Issued
Helmet	CN	ZL201530006399.X	9/23/2015	Issued
Helmet	CN	ZL201730288358.3	12/12/2017	Issued
Helmet	HK	1500054.0M001	1/9/2015	Issued
Helmet	HK	1500054.0M002	1/9/2015	Issued
Helmet	HK	1500054.0M003	1/9/2015	Issued
Helmet	HK	1701308.3M001	7/4/2017	Issued
Helmet	HK	1701308.3M002	7/4/2017	Issued
Helmet	HK	1701308.3M003	7/4/2017	Issued

**Patent Applications:**

Title	Jurisdiction	Application Number	Filing Date	Status
Helmet Retention System	EP	17179569.3	10/3/2013	Pending
Helmet Retention System	US	16/826,965	3/23/2020	Pending (To Be Abandoned)
Accessory Mount for Helmet Shroud and Methods of Using the Same	US	16/749,966	1/22/2020	Pending

**Design Registrations:**

Title	Jurisdiction	Registration Number	Issue Date	Status
Buckles	EU	002657163-0001	3/17/2015	Issued
Buckles (part of)	EU	002657163-0002	3/17/2015	Issued
Buckles (part of)	EU	002657163-0003	3/17/2015	Issued

**Design Registration Applications:** None