#### 506390005 12/08/2020 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6436761

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DA	TA			
		Name		<b>Execution Date</b>
KRANOS IP II CORPORA	ATION			12/04/2020
	ГА			
Name:	SCHUTT SPORTS IP, LLC			
Street Address:	610 SOUTH INDUSTRIAL ROAD			
City:	LITCHFIELD	)		
state/Country:	ILLINOIS			
Postal Code:	62056			
PROPERTY NUMBERS	Total: 11			
Property Type		Number		
Patent Number:	6073	271		
Patent Number: 6		560		
Patent Number: 62		0850		
Patent Number:	6226			
Patent Number:	6351	853		
Patent Number:	6371	710		
Patent Number:	6421	829		
Patent Number:	6434	.755		
Patent Number:	6530	092		
Patent Number:	6637	/091		
Patent Number:	6591	428		
CORRESPONDENCE D	 			
Fax Number:		)252-4707		
	· · · ·	e-mail address first; if that is i	unsuccessful,	it will be sent
using a fax number, if p	orovided; if tl	hat is unsuccessful, it will be s		
Phone:		2524639		
Email:	•	@bradley.com		
Correspondent Name:				
Address Line 1:		DIVISION STREET		
Address Line 1: Address Line 2: Address Line 4:	SUIT	E 700 HVILLE, TENNESSEE 37203		

ATTORNEY DOCKET NUMBER:	215127-401007			
NAME OF SUBMITTER:	JACOB W NEU			
SIGNATURE:	/jacobwneu/			
DATE SIGNED:	12/08/2020			
Total Attachments: 6 source=III.7.c - Kranos IP II to Schutt Sports IP (Patents) (Execution)#page1.tif source=III.7.c - Kranos IP II to Schutt Sports IP (Patents) (Execution)#page2.tif source=III.7.c - Kranos IP II to Schutt Sports IP (Patents) (Execution)#page3.tif source=III.7.c - Kranos IP II to Schutt Sports IP (Patents) (Execution)#page4.tif source=III.7.c - Kranos IP II to Schutt Sports IP (Patents) (Execution)#page5.tif source=III.7.c - Kranos IP II to Schutt Sports IP (Patents) (Execution)#page6.tif				

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP** Assignment"), dated as of December 4, 2020, is made by and among, one the one hand, **Kranos IP II Corporation**., a Delaware corporation having an address at 710 South Industrial Road, Litchfield, IL 62056, USA ("Assignor"), and Schutt Sports IP, LLC, a Delaware limited liability company, having an address at 710 South Industrial Road, Litchfield, IL 62056, USA ("Assignee"), each individually referred to as a "Party" and together as "Parties." Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Foreclosure Agreement (as defined below).

#### RECITALS

WHEREAS, Assignor has agreed pursuant to that certain Partial Strict Foreclosure Agreement, effective as of the date hereof, by and among: (i) Kranos Corporation, Kranos RE, Kranos IP, Assignor, Kranos IP III, Kranos Diamond and Field To Field, Inc., as Borrowers; (ii) Man in the Arena, Kranos Holding, Kranos Intermediate and Kranos Acquisition Corporation, as Guarantors; (iii) Robert W. Erb, Jr. and James A. Stutts, Jr., as Pledgors; and (iv) Schutt AcquisitionCo, LLC, as the sole Lender and as the Agent under the Credit Agreement (the "Foreclosure Agreement"), and for good and valid considerations set forth therein, to assign the intellectual property rights identified herein to Assignee;

NOW THEREFORE, the Parties agree as follows:

1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title, and interest in and to the following (the "**Assigned IP**"):

(a) The patents, patent applications, and all nonprovisionals, issuances, divisionals, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, or claiming priority thereto, including any and all foreign counterparts, as identified in **Exhibit A** (the "**Patents**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the Patents and Trademarks 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 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. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 IP to Assignee, or any assignee or successor thereto.

3. <u>Full Title.</u> Assignor represents and warrants that it owns, and has not assigned, transferred, licensed, or encumbered, the Assigned IP, and that it transfers the full, complete, and unencumbered title thereto.

4. <u>Counterparts</u>. 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. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. <u>Governing Law</u>. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signatures follow]

**IN WITNESS WHEREOF**, Assignee and Assignor have duly executed and delivered this IP Assignment as of the date first above written.

### **ASSIGNOR:**

Kranos IP II Corporation

---- DocuSigned by: Tohutab ~CEEA7B2D80FA420... By: \

Name: Robert W. Erb, Jr.

Title: Chief Executive Officer

Date: 12/4/2020

#### WITNESS:

By: \_\_\_\_\_

Name:

Title:

Date:

IN WITNESS WHEREOF, Assignee and Assignor have duly executed and delivered this IP Assignment as of the date first above written.

#### **ASSIGNEE:**

Schutt Sports IP, LLC

By:

Name: Andrew Hobson

Title: President

Date:

#### WITNESS:

ву:\_\_\_\_*МАКМS* т\_\_\_\_\_

Name:

Title:

Date:

## EXHIBIT A PATENTS

(see attached)

PATENT REEL: 054572 FRAME: 0201

# **EXHIBIT** A

## PATENTS

### United States Patents

Patent No.	Title	Date Issued
6073271	Football helmet with inflatable liner	2000-06-13
6178560	Helmet fitting system	2001-01-30
6219850	Helmet	2001-04-24
6226801	Football helmet having a removable inflatable liner and a method for making the same	2001-05-08
6351853	Helmet fitting system	2002-03-05
6371710	Attachment system	2002-04-16
6421829	Titanium wire face guard	2002-07-23
6434755	Helmet	2002-08-20
6530092	Fitting and comfort system with inflatable liner for helmet	2003-03-11
6637091	Method for making titanium wire face guard	2003-10-28
6591428	Helmet fitting system	2003-07-15

### **Canadian Patents**

Patent No.	Title	Date Issued
2291907	HELMET FITTING SYSTEM	2009-02-10
2295346	A HELMET HAVING SHOCK ATTENUATING MEMBERS OF DIFFERING COMPRESSION DEFLECTION AND THICKNESS	2006-12-05