

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6585080

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRETT ROBERT COURTNEY	01/31/2020
JAMES MATHEW AMARAL	01/31/2020
RECEIVING PARTY DATA	
Name:	SANTA CRUZ BICYCLES, LLC
Street Address:	2841 MISSION STREET
City:	SANTA CRUZ
State/Country:	CALIFORNIA
Postal Code:	95060
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17182926
CORRESPONDENCE DATA	
Fax Number:	
<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:	5039941650
Email:	sherry@kolitchromano.com
Correspondent Name:	DAVID CHARLES BOURGEAU III
Address Line 1:	KOLITCH ROMANO LLP
Address Line 2:	520 SW YAMHILL ST., STE 200
Address Line 4:	PORTLAND, OREGON 97204
ATTORNEY DOCKET NUMBER:	SCB301CON1
NAME OF SUBMITTER:	SHERRY SUTTERFIELD
SIGNATURE:	/Sherry Sutterfield/
DATE SIGNED:	03/04/2021
Total Attachments: 10	
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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT ("Agreement") is made and entered into as of January 31, 2020 ("Effective Date") by and among SANTA CRUZ BICYCLES, LLC, a California limited liability company having an address for purposes of notices of 2841 Mission Street, Santa Cruz, California 95060 ("Company") and BRETT R. COURTNEY, having an address for purposes of notices of 776 18th Ave, Menlo Park, CA 94025 and JAMES M. AMARAL having an address for purposes of notices of 100 Sanchez Dr., Morgan Hill, CA 95037 (each a "Seller" and collectively, jointly and severally, the "Sellers").

RECITALS:

A. Sellers have invented a pneumatic valve design and related cap, sealant canister, quick core with cap, and quick-connect pump head for use on bicycle wheels and other applications (collectively, "Invention"), which Invention is described in the provisional patent applications filed by Sellers with the United States Patent and Trademark Office ("USPTO"), USPTO Application No. 62835206 and 62/914,041 and any and all family member patents and related patent applications (collectively, "Patent Application").

B. Sellers and Company desire to enter into this Agreement in order to provide for the purchase by Company of all of Sellers's right, title and interest in and to the Invention, the Patent Application, and all intellectual property rights related thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase and Assignment.** Sellers hereby irrevocably sell, convey, assign and transfer to Company Sellers's entire and worldwide right, title and interest in and to: (i) the Invention and the Patent Application, together with all continuation, divisional, continuation-in-part and reissue applications, improvements and the technology, know-how and inventions embodied therein, (ii) all foreign and United States copyright, trade secret, trademark, service mark and other ownership and intellectual property rights directly or indirectly related to the Invention and the Patent Application and all similar products and inventions, including, without limitation, all applicable documentation, software, work product, research, notebooks, memoranda, market studies, trademark searches and related opinions, patents, trademarks, and copyrights, patent, trademark, and copyright applications or registrations, whether foreign or domestic, feasibility studies, ideas, logos, moral rights, discoveries, improvements, inventions (whether conceived or reduced to practice), prototypes, know-how and good will, (iii) any agreements, understandings, and contracts with third parties in connection with the use, development, maintenance, advertisement or marketing of the Invention and the Patent Application, and (iv) the right to sue for past infringement or settle or compromise any related claims arising out of (i)-(iii) (collectively referred to hereafter as the "Intellectual Property").

2. **Payments to Seller.** In consideration of the sale and assignment of the Intellectual Property, Company agrees to pay Sellers the following:

(a) **Closing Payment.** \$250,000, by check or wire transfer within 15 days following the Effective Date.

(b) **Royalties.** For the period commencing on the earlier to occur of the two year anniversary of the Effective Date or the first date of sale by Company Sellers (as defined below) of any product that is based on the Invention or embodies the Intellectual Property (such earlier date is hereafter

the, "Royalty Commencement Date"), and ending six years thereafter, Company shall pay Sellers the following royalties ("Royalties"):

(i) \$00.25 for each valve that is based on the Invention or that embodies the Intellectual Property which is sold as part of a wheel, whether on a complete bicycle or solely as a wheel (for purposes of clarity, product bundled and sold as part of a kit for a complete bike or wheel shall be deemed to have been sold as part of that bike or wheel); and

(ii) \$2.50 for each valve based on the Invention or that embodies any Intellectual Property which is sold that is not covered by the Royalty set forth in Section 2(b)(i) above; and

(iii) 25% of the gross revenues collected by Company from licensing the Intellectual Property to third parties or Company's affiliates (to the extent not covered by the royalty obligations set forth in 2(b)(i) and 2(b)(ii)).

(c) **Scope.** For clarity, the Royalties set forth in 2(b)(i) and 2(b)(ii) above will be due for each valve sold that is based on the Invention or that embodies the Intellectual Property, regardless of if the selling party is the Company or a Company affiliate (collectively, the "Company Sellers"). As used in this Agreement, the term "sell", "selling" and "sold" includes traditional sales for monetary compensation as well as any circumstance in which title to a valve is transferred to a third party at no cost or in exchange for non-monetary compensation. Except for valves that are covered by the Royalties described in Section 2(b)(i) and 2(b)(ii), Company agrees that it will only license or authorize its affiliates to sell products based on the Invention and/or that embody the Intellectual Property at rates that are reflective of arms-length transactions. In the event that the Company sells any products (other than the valves) that are based on the Invention or that embody any Intellectual Property, the Company agrees, for the royalty period described above, to pay the Sellers a Royalty that is similar to the rates set forth for the valves above.

(d) **Payment Terms.** Royalties shall be payable on a quarterly basis in U.S. dollars in arrears or before the date that is 30 days following each 3-month period during the applicable quarterly payment period. Company will split the payment required to be made to the Sellers under Section 2 of this Agreement into two equal payments, one of which will be made to each Seller (i.e. 50% to Brett Courtney and 50% to James Amaral). Company shall submit to Sellers, contemporaneously with the payment of the Royalties, a report that provides, in reasonable detail, the basis for the calculation of the Royalties to be paid hereunder. Company shall keep and maintain complete and accurate records of the transactions underlying the reports to be furnished hereunder for at least one year following the applicable period.

(e) **Minimum Royalties.** Company shall pay to the Sellers minimum Royalties of \$150,000 per Royalty Year (as defined below), ("Minimum Royalties") as follows: For purposes of this Agreement, "First Royalty Year" means the twelve-month period ending on the one year anniversary of the Royalty Commencement Date. Thereafter, Minimum Royalties shall be payable for each of the one year periods immediately following completion of the First Royalty Year (each such period, as well as the First Royalty Year, is a "Royalty Year") through the end of the fifth Royalty Year. No Minimum Royalties shall accrue during the sixth Royalty Year or any time thereafter. If actual Royalties for any twelve-month period in question are insufficient to meet the Minimum Royalty amount, Company shall pay the difference to Sellers so as to ensure that Sellers receive at least the Minimum Royalty for each applicable period. If actual Royalties for any Royalty Year exceed the Minimum Royalty amount for such Royalty Year, no Minimum Royalties shall be paid. Minimum Royalties shall be paid with the final ordinary Royalty payment for any Royalty Year hereunder. Royalties paid in excess of the Minimum Royalty in any Royalty Year shall be credited toward future Minimum Royalty requirements.

(f) **Contributory Intellectual Property.** In the event any product produced by Company contains intellectual property in addition to the Intellectual Property, whether licensed by Company from a third party or developed by Company, the royalties payable to Seller on such products shall be reduced to reflect the relative contribution of the Intellectual Property to the product; provided, however, that for clarity, this provision will not reduce the Minimum Royalties or the royalties on valves. The determination of the relative contribution of the Intellectual Property to the product shall be made in good faith by Company in consultation with Sellers, and Company shall give written notice to Seller of such determination, which notice shall contain a detailed explanation of the basis for such determination.

3. **Documents and Materials.** Upon execution hereof, the Sellers shall deliver to Company all of Sellers' tangible documents and materials, including in electronic and digital form, in connection with the Intellectual Property, including, without limitation, existing documentation, specifications and performance characteristics and design information related to the Intellectual Property. Thereafter, at the request of Company, Sellers agree to provide Company, at Company's expense, with reasonable documentation of all items of Intellectual Property and inventions assigned to Company pursuant to this Agreement and that have not been previously documented.

4. **Further Assurances.** Upon any request by the Company, each Seller shall, without additional consideration, promptly execute such other documents as the Company may deem necessary or desirable to procure, prosecute, perfect, register, maintain, enforce or defend the Company's right, title and interest in and to the Intellectual Property (including filing patent applications). At the Company's expense and upon reasonable request by the Company, each Seller shall take such other actions as the Company may be necessary or desirable to procure, prosecute, perfect, register, maintain, enforce or defend the Company's right, title, and interest in and to the Intellectual Property (including filing patent applications). Without limiting the foregoing, upon execution of this Agreement, the Sellers shall execute and deliver an assignment of the Patent Application substantially in the form of Exhibit A attached hereto for recording with the USPTO. If the Company is unable for any reason, after reasonable effort, to secure the Sellers's signature on any document needed in connection with any such action, each Seller hereby irrevocably designates and appoints the Company and its duly authorized officers as its agent and attorney in fact, coupled with an interest, to act for and on such Seller's behalf to execute, verify and file any such documents and to do any other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed or done by such Seller.

5. **Prosecution of Patent Applications.** As between the parties, the Company shall have the right, to be exercised at its discretion, to file, prosecute and maintain all patent applications that are related to the Intellectual Property and shall have the right, to be exercised at its discretion, to determine whether and where to file a patent application, or to abandon the prosecution or maintenance of any patent or patent application for inventions or property of Company.

6. **Representations and Warranties.** Each Seller jointly and severally represents and warrants to Company, as of the Effective Date, that: (a) Sellers own all right, title and interest in and to the Intellectual Property that is conveyed, assigned, and transferred by Sellers to Company under this Agreement; (b) Exhibit A lists all patent applications (including provisionals) filed by Sellers related to the Invention; (c) Sellers have not transferred any right, title, or interest, including intellectual property rights, in or to the Inventions or Intellectual Property to any third party; (d) the Sellers did not work with any third party in developing the Invention; (e) Sellers have full power and authority to enter into this Agreement; (f) this Agreement does not violate or conflict with any agreement, understanding, or contract to which either Seller is a party or otherwise bound or by which the Invention (in the unmodified form as delivered by Sellers to Company) is bound; (g) except for the payment obligations in this Agreement, to the Sellers' Knowledge the Intellectual Property is and shall be transferred to Company free and clear of any and all liens or encumbrances of any nature whatsoever; (h) in developing the Intellectual Property, Sellers did not, to their Knowledge, infringe on the intellectual property or other rights of any third party;

and (i) there are no claims pending or, to the Knowledge of Seller, threatened against either Seller relating to the Intellectual Property, including without limitation any such claims that any Intellectual Property infringes on the rights of any third party, and to the Knowledge of Sellers no such actions are threatened. As used in this section, "Knowledge" means the actual knowledge of the Sellers as of the Effective Date, or the knowledge Sellers could reasonably be expected to have after due investigation and reasonable inquiry. This Section shall survive termination of this Agreement. Company represents and warrants that it has full power and authority to enter into this Agreement and that this Agreement does not violate or conflict with any third party agreement, understanding, or contract to which Company is bound. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXCEPT FOR CLAIMS ARISING FROM FRAUD OR OTHER INTENTIONAL MISCONDUCT, THE INVENTION, INTELLECTUAL PROPERTY, AND ALL OTHER MATERIALS OR TECHNOLOGY PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND THE SELLERS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT THERETO, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES WITH RESPECT TO MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7. **Indemnification.** Subject to Section 10, Sellers shall jointly and severally indemnify, defend, and hold Company, and its affiliates, directors, officers, shareholders, employees and agents ("Company Indemnified Parties") harmless against and in respect of any and all actions, suits, proceedings or demands brought against the Company Indemnified Parties by a third party ("Claims"), and any resulting damages, assessments, judgments, costs and other expenses (including reasonable legal fees) ("Damages"), to the extent resulting from any breach of this Agreement by Sellers, including any breach of any representation or warranty under this Agreement by Sellers. The foregoing obligation is subject to Company (i) providing Sellers with notice of the applicable Claim, and (ii) reasonably cooperating with Sellers in the defense and settlement of such Claim. Sellers shall not settle any Claim naming Company without Company's prior written consent. With notice to Sellers, Company shall have the right to set off, against amounts payable to Sellers hereunder, any Damages incurred by the Company Indemnified Parties that are subject to Seller's indemnification obligations hereunder. The foregoing indemnification obligation shall expire upon the seventh anniversary of the Royalty Commencement Date and survive termination of this Agreement until such anniversary date.

8. **Confidentiality; Unfair Competition.** The parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the parties in connection with the preparation and performance this Agreement are regarded as confidential information. Sellers further acknowledges that the Intellectual Property and all related information is considered Company's confidential information. Each party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other party, shall not use or disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to applicable law, rule, or regulation or order of a court or other government authority; or (c) is required to be disclosed by any party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this section. The foregoing shall not limit the obligations of the parties pursuant to that certain Mutual Non-Disclosure Agreement dated as of May 9, 2019. Sellers shall not at any time without Company's consent develop, market, sell, license, or otherwise commercialize any product which is based on or derived from the Intellectual Property (including without limitation the Invention or the claims made in the Patent Application) or which would otherwise compete with the products to be sold by Company based on the Invention. Without limiting the foregoing, Sellers shall not at any time unfairly compete with Company or misappropriate any Company trade secrets.

9. **Termination.** Company may terminate this Agreement if Sellers breach any material provision of this Agreement and Sellers fails to cure the breach following written notice and a thirty-day opportunity to cure; provided, however, that termination will not modify Company's obligations to pay Royalties, including minimum Royalties, under this Agreement. Any such termination shall not impact the transfer of the Intellectual Property contemplated hereby, which transfer shall be effective as of the Effective Date.

10. **Limitation of Liability.** EXCEPT FOR CLAIMS ARISING FROM FRAUD ON THE PART OF SELLERS, AND EXCEPT FOR THIRD PARTY CLAIMS, IN NO EVENT WILL THE AGGREGATE LIABILITY OF SELLERS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO SELLERS BY COMPANY PURSUANT TO THIS AGREEMENT. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. The Company acknowledges that Sections 10 and 6 allocate risks under this Agreement between Company and Sellers, and that the pricing in this Agreement reflects this allocation of risks and limitation of liability. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT SHALL SURVIVE AND APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11. **Miscellaneous.** The provisions of Section 11 will survive termination of this Agreement:

(a) **No Partnership.** It is not the intent of the parties to create a partnership or joint venture or to assume partnership responsibility or liability. No party has the authority under this Agreement to make any representation, warranty, or guarantee on behalf of any other party. There are no third party beneficiaries to this Agreement.

(b) **Entire Agreement; Amendment.** This Agreement, together with exhibits, constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous oral or written communications, representations, understandings or agreements with respect thereto. This Agreement may be modified only in writing, signed by authorized representatives of the parties.

(c) **Successors and Assigns; Assignability.** This Agreement will be binding upon the parties' respective heirs, successors and permitted assigns. Company may assign this Agreement to any person or entity without the prior written consent of Seller, provided, however, that if the Company assigns this Agreement to any person or entity, Company will guarantee the obligations of any such assignee under Section 2 of this Agreement. This Agreement may not be assigned by the Sellers without the prior written consent of Company.

(d) **Joint and Several Liability.** The obligations of Brett Courtney and James Amaral under this Agreement are joint and several. All references to a "Seller" herein are deemed to refer to both of Brett Courtney and James Amaral, and each of them, as appropriate. In the event any liability accrues to a "Seller" hereunder, Company may proceed against either of Brett Courtney or James Amaral for full satisfaction without pursuing or exhausting remedies against the other.

(e) **Notice.** Any notice, request, consent, demand or other communication required to be given under this Agreement will be in writing and will be given by mailing the same, first-class, postage prepaid to the appropriate party and address set forth on the first page of this Agreement or to such other person or at such other address as may hereafter be designated by like notice. Notices by mail will be considered delivered and become effective three (3) days after the mailing thereof.

(f) **Waiver.** Each party agrees that any delay or omission on the part of the other

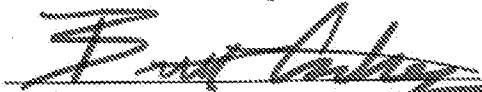
party to enforce any right under this Agreement will not automatically operate as a waiver of such right or any other right, and a waiver of any right by a party hereunder on one occasion will not be construed as a bar to or a waiver of any right on any other occasion.

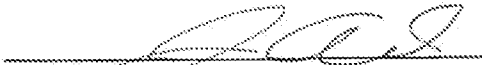
(g) **Severability.** Each party agrees that, should any provision of this Agreement be determined by a court of competent jurisdiction to violate or contravene any applicable law or policy, such provision will be severed and modified by the court to the extent necessary to comply with the applicable law or policy and such modified provision and the remainder of the provisions hereof will continue in full force and effect.

(h) **Governing Law; Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California as if made and performed in California by California residents and without application of conflict-of-laws principles. This Agreement's final form resulted from review and negotiations among the parties and their attorneys, and no part of this Agreement should be construed against any party because of authorship. Jurisdiction and venue for any action arising hereunder shall be in the California Superior Court sitting in Santa Cruz, California. If any such action is removed to federal court for any reason, jurisdiction and venue shall be in the United States District Court (Northern District of California) sitting in San Jose, California. Each party consents to the jurisdiction of the foregoing courts and waives all objections to venue therein. The prevailing party in any such action, as determined by the court, shall be entitled to an award of its reasonable attorneys' fees and costs in addition to any relief or judgment the court awards.

(i) **Counterparts; Electronic Signatures.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com)) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.


Brett Courtney


James Amaral

SANTA CRUZ BICYCLES, LLC,
a California limited liability company

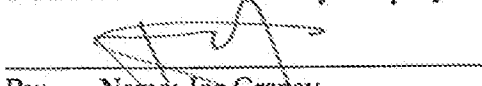

By: Name: Joe Graney
Title: Chief Executive Officer

EXHIBIT A
ASSIGNMENT OF PATENT APPLICATION

[See attached.]

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("**Agreement**") is entered into as of January 31, 2020 ("**Effective Date**") by and among SANTA CRUZ BICYCLES, LLC, a California limited liability company having an address for purposes of notices of 2841 Mission Street, Santa Cruz, California 95060 ("**Assignee**"), and BRETT R. COURTNEY, having an address for purposes of notices of 776 18th Ave, Menlo Park, CA 94025 and JAMES M. AMARAL having an address for purposes of notices of 100 Sanchez Dr., Morgan Hill, CA 95037, and each of them (jointly and severally, "**Assignors**").

WHEREAS, on or about the date written above, Assignors and Assignee entered into an Intellectual Property Purchase Agreement under which Assignors assigned to Assignee all of their right, title, and interest to certain Intellectual Property including the patent(s) and patent application(s) listed on Schedule A hereto;

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignors hereby assign, convey, and transfer to Assignee any and all of Assignors' right, title, and interest in and to the patents and applications identified on Schedule A, including the right to claim priority thereto, and including any and all inventions and improvements disclosed and described in the patents and applications, and any and all family member patents and related patent applications, for the entire term of the patents and any applications, reissues, or extensions that may arise or issue from such patent applications, foreign applications, divisions, continuations in whole or part, or substitute or non-provisional applications filed claiming the benefit of the patents, and all rights to recover damages and profits for infringements, including past infringements, of or with respect to any such patents, all other proprietary and intellectual property rights in the inventions, concepts, and technologies related to, in connection with, and arising out of the development of the patents, in all the world, and all books, records, inventors' notebooks, drawings, designs, schemes, code and materials related to the above-listed patents, and each of them (collectively, the "**Patents**").

2. **Assistance.** Assignors agree to execute and deliver at the request of Assignee, all documents, instruments, and papers, and to perform any other reasonable acts Assignee may require in order to transfer, perfect, enforce, and vest all of Assignors' rights, title, and interest in and to the Patents to Assignee.

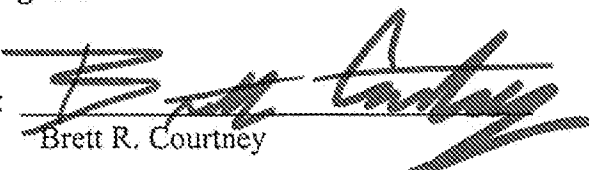
3. **General Provisions.** In the event that any provision of this Agreement shall be held illegal, unenforceable or invalid, such provision shall be amended and interpreted so as to best accomplish the intent and economic effect of the illegal, unenforceable or invalid provision. The other provisions of the Agreement shall remain in full force and effect without being impaired or invalidated in any way. This Agreement will be governed by and construed in accordance with the laws of the State of California as if made and performed in California by California residents and without application of conflict-of-laws principles. This Agreement's final form resulted from review and negotiations among the parties and their attorneys, and no

part of this Agreement should be construed against any party because of authorship. Jurisdiction and venue for any action arising hereunder shall be in the California Superior Court sitting in Santa Cruz, California. If any such action is removed to federal court for any reason, jurisdiction and venue shall be in the United States District Court (Northern District of California) sitting in San Jose, California. Each party consents to the jurisdiction of the foregoing courts and waives all objections to venue therein. The prevailing party in any such action, as determined by the court, shall be entitled to an award of its reasonable attorneys' fees and costs in addition to any relief or judgment the court awards. This Agreement may be executed and delivered in one or more counterparts, including copies via .pdf or other electronic means, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Any such facsimile documents and signatures shall, subject to applicable legal requirements, have the same force and effect as manually signed originals and shall be binding on the Parties hereto.

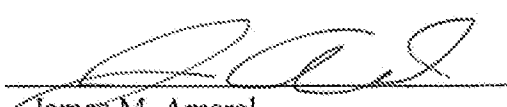
IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date set forth above.

Assignors:

By:

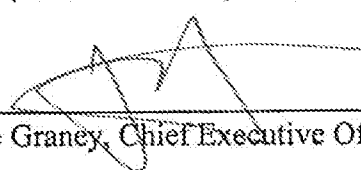

Brett R. Courtney

By:


James M. Amaral

Assignee (Santa Cruz Bicycles, LLC):

By:


Joe Graney, Chief Executive Officer

SCHEDULE A

Patents

Title	Inventors	Reg. No./ Issue Date	App. No./ Filing Date	Current Status
TIRE INFLATION, SEALANT ADDING, AND QUICK CONNECT SYSTEM	Brett Robert Courtney; James Mathew Amaral	N/A	62835206 04/17/2019	Provisional patent application filed
IMPROVED TIRE INFLATION, SEALANT ADDING, AND QUICK CONNECT SYSTEM	Brett Robert Courtney; James Mathew Amaral	N/A	62914041 10/11/2019	Provisional patent application filed