

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7056599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMERICAN SPORTING GOODS CORPORATION	11/12/2021
RECEIVING PARTY DATA	
Name:	SEQUENTIAL AVIA HOLDINGS LLC
Street Address:	440 NINTH AVE
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D637803
Patent Number:	D586090
Patent Number:	D560335
Patent Number:	6694642
Patent Number:	6598320
Patent Number:	D584036
CORRESPONDENCE DATA	
Fax Number:	(513)241-6234
<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:	5132412324
Email:	tremaklus@whe-law.com
Correspondent Name:	THEODORE R. REMAKLUS
Address Line 1:	441 VINE STREET
Address Line 2:	2700 CAREW TOWER
Address Line 4:	OHIO, OHIO 45202
ATTORNEY DOCKET NUMBER:	AVIA-1-122
NAME OF SUBMITTER:	/THEODORE R REMAKLUS/
SIGNATURE:	/theodore r remaklus/
DATE SIGNED:	12/06/2021

PATENT

Total Attachments: 6

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“Patent Assignment Agreement”) is made and entered into as of November 12, 2021, by and between Sequential Avia Holdings LLC, a Delaware limited liability company (“Assignee”), an Affiliate of Gainline Galaxy Holdings LLC, a Delaware limited liability company (“Buyer”), and American Sporting Goods Corp., a Delaware corporation (“Assignor”). Assignee and Assignor are collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS, pursuant to that certain Intellectual Property Assignment and Assumption Agreement, dated as of November 12, 2021, by and between Assignee and Assignor (the “IP Agreement”), Assignor agreed to assign, sell, convey, and transfer, and desire to assign, sell, convey, and transfer all of Assignor’s right, title, and interest in and to the Patents (as defined below) to Assignee, and Assignee desires to receive all right, title, and interest in and to the Patents.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Patent Assignment Agreement that are not defined in the body of this Patent Assignment Agreement have the meanings given to them in the IP Agreement.

2. Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor’s right, title, and interest in and to (a) the patents and patent applications set forth on Schedule A attached hereto, including the inventions described and claimed in such patents (“Inventions”), including divisionals, continuations-in-part, provisionals, reissues, reexaminations or interferences thereof (collectively, “Patents”), (b) any patents that may granted for the Inventions in the United States and all other countries, territories and jurisdictions of 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. Assignor further authorizes Assignee to file for and request that the United States Patent and Trademark Office, any successor offices thereto or any other corresponding bodies in each of the other countries, territories and jurisdictions of the world issue any and all patents resulting from the Patents to Assignee.

3. Governing Law. This Patent Assignment Agreement shall be construed in accordance with the domestic Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

4. No Conflict. Nothing in this Patent Assignment Agreement shall alter any liability or obligation of the parties hereto arising under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Patent Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Patents, except as specifically set forth in the Purchase Agreement.

5. No Modifications. This Patent Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.

6. Successors and Assigns. This Patent Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

7. Counterparts. This Patent Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment Agreement as of the date first written above.

Assignor:

AMERICAN SPORTING GOODS CORP

By: 

Name: Lorraine DiSanto

Title: Chief Financial Officer & Treasurer

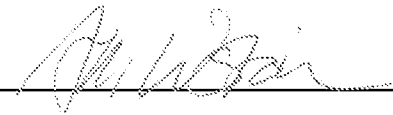
[Signature Page to Patent Assignment Agreement]

PATENT
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IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment Agreement as of the date first written above.

Assignee:

SEQUENTIAL AVIA HOLDINGS LLC

By:  _____

Name: Allan Weinstein

Title: President

[Signature Page to Patent Assignment Agreement]

PATENT
REEL: 058290 FRAME: 0865

SCHEDULE A

PATENTS

See attached.

Search Criteria

Category ID PAT
 Status ACTIVE
 Client ID AVIA

PATENTS

REFERENCE #	TITLE	Expiration	Application #	Filing Date	Issue Date	STATUS
AVIA-00001PAT.US	UNITED STATES: Shoe sole assembly, app. no. 29/370,362; patent no. D637,803	05/17/2025	29/370,362	07/06/2010	05/17/2011	ISSUED
AVIA-00002PAT.US	UNITED STATES: Footwear sole; app. no. 29/235,163; patent no. D586,090	02/10/2023	29/235,163	07/27/2005	02/10/2009	ISSUED
AVIA-00003PAT.US	UNITED STATES: Footwear sole; app. no. 29/260,621; patent no. D560,335	01/29/2022	29/260,621	05/30/2006	01/29/2008	ISSUED
AVIA-00004PAT.US	UNITED STATES: Shoe incorporating improved shock absorption and stabilizing elements, app. no. 10/157,367; patent no. 6,694,642	10/12/2022	10/157,367	05/31/2002	02/24/2004	ISSUED
AVIA-00005PAT.US	UNITED STATES: Shoe incorporating improved shock absorption and stabilizing elements; app. no. 09/967,589; patent no. 6,598,320	12/08/2021	09/967,589	09/28/2001	07/29/2003	ISSUED
AVIA-00006PAT.US	UNITED STATES: Shoe sole; app. no. 29/179,756; patent no. D584,036	01/06/2023	29/179,756	04/15/2003	01/06/2009	ISSUED

END OF REPORT

TOTAL ITEMS SELECTED = 6

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