

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7276530

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HOBIE CAT COMPANY	01/26/2021
RECEIVING PARTY DATA		
Name:	HOBIE CAT IP, LLC	
Street Address:	4925 OCEANSIDE BOULEVARD	
City:	OCEANSIDE	
State/Country:	CALIFORNIA	
Postal Code:	92056	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	17719296	
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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:	+1 (650) 839-5047	
Email:	apsi@fr.com	
Correspondent Name:	ALEX YU	
Address Line 1:	FISH & RICHARDSON P.C.	
Address Line 2:	P.O.BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	51247-0023003	
NAME OF SUBMITTER:	LAURA MURPHY	
SIGNATURE:	/Laura Murphy/	
DATE SIGNED:	04/13/2022	
Total Attachments: 9		
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*IP Assignment Agreement*"), is made and entered into effective as of January 26, 2021 ("*Closing Date*"), by and among HOBIE CAT COMPANY, a Missouri corporation ("*Seller*") and HOBIE CAT IP, LLC, a Delaware limited liability company ("*IP Buyer*"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase and Sale Agreement of even date herewith by and among Seller, Hobie Cat Company II, LLC ("*Buyer*") and IP Buyer ("*Purchase Agreement*").

RECITALS

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, assign, convey, transfer and deliver to Buyer and IP Buyer, and Buyer and IP Buyer have agreed to purchase and acquire from Seller, all of Seller's right, title and interest in and to substantially all of the assets of Seller, including, without limitation, the Intellectual Property identified in Schedule A hereto (collectively, the "*Seller's Intellectual Property*"); and

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and IP Buyer, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Intellectual Property. Upon the terms set forth in the Purchase Agreement, Seller hereby sells, assigns, conveys, transfers and delivers to IP Buyer, and IP Buyer hereby purchases and acquires from Seller, free and clear of all Encumbrances except for Permitted Liens, all of Seller's right, title and interest in and to the Seller's Intellectual Property, including, without limitation, all goodwill associated with any trademarks (if any), any and all income, royalties or payments due or payable as of the Closing Date or thereafter as well as the right to sue for any and all past, present and future infringements of such Seller's Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto ("*Assigned IP*"). In order to enable the use by IP Buyer of the social media accounts and website names and addresses set forth on Schedule A hereto (collectively, "*Domain Names*"), Seller agrees to provide IP Buyer, on the Closing Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Seller relating thereto.

Section 2 Further Assurances.

(a) Seller hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of IP Buyer, (i) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to IP Buyer as shall be reasonably necessary or appropriate to establish the record of IP Buyer's title to the Assigned IP or to more effectively consummate the assignments contemplated hereby, and (ii) assist IP Buyer, at IP Buyer's request and at IP Buyer's sole cost and expense, in exercising any rights with respect thereto.

(b) Seller authorizes and requests the United States Patent and Trademark Office, the United States Copyright Office and the applicable officials of these and any other agencies or authorities, governmental or otherwise, in which any of the Seller's Intellectual Property listed in Schedule A is or was registered, applied for, pending or recorded, to issue or transfer all of the Seller's Intellectual Property to IP Buyer as assignee of all of Seller's right, title and interest in and to the Seller's Intellectual Property or otherwise as IP Buyer may direct.

(c) As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office or the offices in which any of the Seller's Intellectual Property listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Seller in order to issue or transfer the Seller's Intellectual Property to IP Buyer as contemplated in paragraph (b) of this Section, Seller shall execute such forms and/or documents and deliver them to IP Buyer or its agents, attorneys or designees, as applicable.

Section 3 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Seller and IP Buyer, and each of their respective successors and assigns.

Section 4 Third-Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

Section 5 Choice of Law. This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

Section 6 Terms of the Purchase Agreement. Seller and IP Buyer acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

Section 7 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed effective as of the date first set forth above.

SELLER:

HOBIE CAT COMPANY
a Missouri corporation

By: 
Name: Daniel F. Dooley
Title: Chairman of the Board

IP BUYER:

HOBIE CAT IP, LLC,
a Delaware limited liability company

By: _____
Name: Taso Sofikitis
Title: Manager

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HOBIE CAT COMPANY
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By: _____
Name: Daniel F. Dooley
Title: Chairman of the Board

IP BUYER:

HOBIE CAT IP, LLC,
a Delaware limited liability company

By:  _____
Name: Taso Sofikitis
Title: Manager

SCHEDULE A

SELLER'S INTELLECTUAL PROPERTY

1. Patents and Patent Applications

Country	Title	Filing Date	Application No.	Issue Date	Patent No.	Expiration Date
US	Retractable Hull Mounting Data Collecting System	7-May-18	16/002,733	Application allowed, not yet issued	N/A	N/A
US	Modular Rudder System	3-Sep-20 2-Sep-20	16/948,128	Pending examination	N/A	N/A
US	Furling Sail and Means for Turning Mast	14-Jan-04	10/758,411	17-May-05	6892660	1/14/2024
US	Fin for Oscillating Foil Propulsion System	3-Aug-06	11/499,179	29-Dec-09	7,637,791 76377911	3/13/2027
Australia	Fin for Oscillating Foil Propulsion System	7-Aug-06	2006278271	31-Mar-11	2006278271	8/7/2026
Germany	Fin for Oscillating Foil Propulsion System	7-Aug-06	EP 06801057.8	19-Oct-11	DE 602006025304.4	8/7/2026
China	Fin for Oscillating Foil Propulsion System	7-Aug-06	200680029218.3	24-Aug-11	101238029	8/7/2026
US	Fin for Oscillating Foil Propulsion System	17-Aug-09	12/583,285	10-Jan-17	9540086	12/10/2028
US	Fin for Oscillating Foil Propulsion System	14-Oct-15	14/882,808	15-Aug-17	9731802	10/14/2025
France	Fin for Oscillating Foil Propulsion System	7-Aug-06	EP 06801057.8	19-Oct-11	FR 1912858	8/7/2026
US	Twist and Stow Rudder	24-Jul-07	11/881,136	7-Oct-08	7430976	7/24/2027
US	Hatch with Cover for Boats	1-Aug-07	11/888,826	4-Jun-13	8453589	4/27/2030
US	Inflatable Kayak	21-Jul-08	12/220,165	27-Dec-11	8082871	7/21/2028
US	Remote Drive	11-Feb-10	12/704,454	17-Jun-14	8753156	5/27/2030
US	Quadfoiler	15-Jun-12	13/524,655	13-May-14	8720354	10/4/2032
US	Adjustable Kayak Chair	27-Feb-13	13/779,328	28-Oct-14	8869731	2/27/2033
Australia	Adjustable Kayak Chair	6-Mar-13	2013232534	13-Jan-15	2013232534	3/6/2033

Country	Title	Filing Date	Application No.	Issue Date	Patent No.	Expiration Date
France	Adjustable Kayak Chair	6-Mar-13	EP 13760345.2	7-Sep-16	FR 2825443	6/3/2033
Germany	Adjustable Kayak Chair	6-Mar-13	EP 13760345.2	7-Sep-16	DE 602013011187.1	6/3/2033
China	Adjustable Kayak Chair	6-Mar-13	201380013559.1	16-Mar-16	104169165	3/6/2033
US	Reversing Propulsion Device for Watercraft	16-Oct-13	14/055,270	7-Jun-16	9359052	10/16/2033
US	Reversing Propulsion Device for Watercraft	4-May-16	15/146,180	29-May-18	9981726	5/4/2036
Australia	Reversing Propulsion Device for Watercraft	4-Nov-13	2013345195	25-May-16	2013345195	11/4/2033
Canada	Reversing Propulsion Device for Watercraft	13-Apr-15	2888067	14-Mar-17	2888067	11/4/2033
Australia	Reversing Propulsion Device for Watercraft	15-Jun-16	2016203998	7-Dec-17	2016203998	11/4/2033
Canada	Reversing Propulsion Device for Watercraft	4-Nov-13	2953968	19-Sep-17	2953968	11/4/2033
China	Reversing Propulsion Device for Watercraft	4-Nov-13	201610647316.9	23-Aug-19	106043649	11/4/2033
France	Reversing Propulsion Device for Watercraft	11-Apr-13	EP 13855085.0	7-Jun-17	FR 2920058	11/4/2033
Germany	Reversing Propulsion Device for Watercraft	11-Apr-13	EP 13855085.0	7-Jun-17	DE 602013022111.1	11/4/2033
France	Reversing Propulsion Device for Watercraft	11-Apr-13	EP 16204129.7	24-Jan-18	FR 3173323	11/4/2033
Germany	Reversing Propulsion Device for Watercraft	11-Apr-13	EP 16204129.7	24-Jan-18	DE 602013032468.9	11/4/2033
US	Foot Operated Propulsion System for Watercraft	27-Jun-14	14/318,472	25-Oct-16	9475559	6/27/2034
Australia	Foot Operated Propulsion System for Watercraft	30-Jun-14	2014284475	9-Mar-17	2014284475	6/30/2034
France	Foot Operated Propulsion System for Watercraft	30-Jun-14	EP 14818858.4	14-Nov-18	FR 3016852	6/30/2034

Country	Title	Filing Date	Application No.	Issue Date	Patent No.	Expiration Date
Germany	Foot Operated Propulsion System for Watercraft	30-Jun-14	EP 14818858.4	14-Nov-18	DE 602014036156.0	6/30/2034
China	Foot Operated Propulsion System for Watercraft	30-Jun-14	201480029086.9	18-Sep-18	105228894	6/30/2034
US	Stayed Roller Furler	18-Nov-14	14/546,339	24-May-16	9345762	11/18/2034
Australia	Stayed Roller Furler	2-Dec-14	2014367005	15-Sep-16	2014367005	12/2/2034
France	Stayed Roller Furler	2-Dec-14	EP 14872079.0	13-Feb-19	FR 3092172	5/19/2036
Germany	Stayed Roller Furler	2-Dec-14	EP 14872079.0	13-Feb-19	DE 602014041103.7	5/19/2036
US	Rail Mounting System	5-Jun-15	14/732,520	28-Mar-17	9604703	9/28/2028
Australia	Rail Mounting System	25-Jun-15	2015284505	10-Aug-17	2015284505	7/25/2035
US	Adjustable Kayak Chair IM	6-Jul-15	14/792,012	27-Dec-16	9527555	12/2/2034
Australia	Adjustable Kayak Chair IM	16-May-17	2017203269	29-Nov-18	2017203269	7/15/2035
France	Adjustable Kayak Chair IM	15-Jul-15	EP 15824997.9	31-Oct-18	FR 3172127	7/15/2035
Germany	Adjustable Kayak Chair IM	15-Jul-15	EP 15824997.9	31-Oct-18	DE 602015019299.0	7/15/2035
China	Adjustable Kayak Chair IM	15-Jul-15	201580039027.4	28-Dec-18	106536343	7/15/2035
France	Flow Fin	7-Jul-16	EP 16828213.5	16-Oct-19	FR 3325339	7/7/2036
Germany	Flow Fin	7-Jul-16	EP 16828213.5	16-Oct-19	DE 602016022704.5	7/7/2036
US	Flow Fin	22-Jun-16	15/189,728	22-Aug-17	9738362	6/22/2036
US	Propulsion Device for Watercraft	22-Aug-17	15/683,287	16-Apr-19	10259553	8/22/2027
Australia	Propulsion Device for Watercraft	13-Feb-18	2018319543	23-Jul-20	2018319543	2/13/2038
EPO	Propulsion Device for Watercraft	13-Feb-18	EP 18848946.2	Pending	Pending	N/A
US	ARC Crank	16-Aug-17	15/678,441	26-Jun-18	10005531	8/16/2035
US	Catamaran	6-Oct-95	29/045,067	19-Aug-97	D382531	

2. Trademarks

None.

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3. Copyrights

COPYRIGHT	REG. NUMBER	REG. DATE	OWNER
Sailboat Ribbon Design.	VAu001244541	08/13/14	Hobie Cat Company

4. Domain Names and Social Media Accounts

Domain Names:

hobiecatracing.org
hobie.info
hobiesurfboards.com.cn
hobiesurfboards.cn
hobiepolarized.com.cn
hobiepolarized.cn
hobiekayaks.com.cn
hobiekayaks.cn
hobiekayak.com.cn
hobiekayak.cn
hobiefishing.com.cn
hobiefishing.cn
hobiecat-dev.com
Hobiesurf.com
Hobieeyewear.com

Social Media Accounts:

<https://www.instagram/hobiefishing/>
<https://www.instagram/hobiecatcompany/>

<https://www.facebook.com/hobiefishing/>
<https://www.facebook.com/hobiecatcompany/>

<https://www.youtube.com/c/HobieOfficial>
https://www.pinterest.com/hobiecatcompany/_created/

<https://twitter.com/HobieCatCompany>
<https://twitter.com/hobiefishing>

<https://www.tiktok.com/@hobiecatcompany?lang=en>
<https://www.tiktok.com/@hobiefishing?lang=en>

<https://www.linkedin.com/company/hobie-cat-company/>

5. Unregistered IP

- a. Seller's right, title, and interest in and to copyrights to advertising materials and catalogs not otherwise owned by Hobie Brands International, L.C.
- b. Seller's right, title, and interest in and to any copyrights, trade dress and other intellectual property rights contained in or embodied by: (i) the products created or manufactured by or on behalf of Seller, (ii) such product's packaging, and (iii) such product's documentation (including manuals and the like) to the extent the foregoing rights are not otherwise owned by Hobie Brands International, L.C.