

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7734556

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROSS EVANS	01/03/2023
RECEIVING PARTY DATA	
Name:	PRIORITY OUTDOOR PRODUCTS, LLC
Street Address:	174 HUDSON STREET
Internal Address:	2ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D800634
Patent Number:	D766137
CORRESPONDENCE DATA	
Fax Number:	(215)997-0266
<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:	2159970248
Email:	dryder@rmkiplaw.com
Correspondent Name:	DOUGLAS RYDER
Address Line 1:	808 BETHLEHEM PIKE STE 200
Address Line 4:	COLMAR, PENNSYLVANIA 18915-9416
ATTORNEY DOCKET NUMBER:	PRI-006-ACQ
NAME OF SUBMITTER:	DOUGLAS J. RYDER
SIGNATURE:	/DouglasJRyder-43073/
DATE SIGNED:	01/10/2023
Total Attachments: 8	
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”) is entered into as of Jan 3, 2023 by and between Xtracycle, Inc., a California Corporation (“Xtracycle”) and Ross Evans (“Ross”), the founder, CEO and majority shareholder of Xtracycle, whose address is 12999 Jones Bar Rd, Nevada, CA 95959 (collectively and individually Xtracycle and Ross are the “Assignor”), and Priority Outdoor Products, LLC., a Delaware Limited Liability Company (“Assignee”) with offices at 174 Hudson Street, 2nd Floor, New York, New York 10013.

WHEREAS, Assignor and Assignee, among others, have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”); and

WHEREAS, Assignor desires to sell, convey, transfer, assign, and deliver to Assignee, and Assignee desires to acquire from Assignor, any and all Intellectual Property owned or purported to be owned, in whole or part, by Assignor (the “Assignor Intellectual Property”); and

WHEREAS, all capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably assigns, sells, transfers, conveys and delivers to Assignee, its successors, legal representatives and assigns, Assignor’s entire right, title and interest throughout the world in and to all Assignor Intellectual Property, free and clear of any and all encumbrances, including all of the following intellectual property(collectively, the “Assigned Intellectual Property”):

- (a) all patent and patent applications, including those in Schedule A hereto owned by Xtracycle or Ross (including patents of which Ross is the inventor) together with (i) all registrations and applications for the foregoing; and all rights to request, apply for, file and register patent rights in any of the foregoing; (ii) all provisional applications, continuation and continuation-in-part applications, continued prosecution applications, and substitute and divisional applications claiming the benefit of the filing date of or priority to the foregoing; all patents of addition of the foregoing; all continued examinations, re-examinations, inter partes review and post-grant review certificates of the foregoing; all amendments, reissues, and extensions of the foregoing; all divisional, validations, supplementary perfection certifications and extensions of the foregoing; all patents or patent applications that claim priority to or from the foregoing; and all inventions claimed by any of the foregoing; (iii) all rights to claim priority to the foregoing under any of the International Convention for the Protection of

Industrial Property, the Patent Cooperation Treaty, and applicable bilateral or multilateral treaties; (iv) all technology, know how and the like associated with the assigned patents; (v) all rights to request, apply for, file and register the foregoing; and (vi) all patents issuing from any of the foregoing;

- (b) the names/marks "Xtracycle", "Xtracycle Bicycles", Ready for Anything, all trademarks and servicemarks, and the registered trademarks and servicemarks and trademark and servicemark applications for registration set forth on Schedule B hereto, including all common law trademark rights in any trademarks or tradenames (whether registered, registered but the registration has been abandoned, never filed for a registration, filed but did not obtain registration for whatever reason, or never filed a trademark application for), together with that part of the goodwill of Assignor's business associated with and symbolized by the foregoing and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any state therein or any foreign country, now or hereafter in effect;
- (c) all registered and unregistered copyrights, including the copyrights listed on Schedule C hereto, together with all registrations and applications for the foregoing, and all common law rights in the foregoing, together with (i) all works based upon, derived from or incorporating the foregoing; (ii) all renewals, reissues and extensions of the foregoing; (iii) all rights to create new copyrights that derive from the foregoing; (iv) all rights to request, apply for, file and register the foregoing; and (v) all moral rights in the foregoing. In the event a jurisdiction does not permit the assignment of all moral rights pursuant to the foregoing, Assignor hereby irrevocably waives and releases all of its moral rights it now has, or in the future may have, in the foregoing in favor of Assignee;
- (d) all domain names, including the domain names set forth in Schedule D hereto (collectively, the "Assigned Domain Names"), including any usernames, passwords, authorization codes necessary or other information necessary to transfer the foregoing to Assignee;
- (e) all knowhow and trade secrets;
- (f) all (i) rights under which an employee, inventor, author or other person is obligated to assign ownership any of the foregoing subparagraphs (a) through (e); (ii) all registrations of, applications to register, renewals and extensions of, any of the foregoing with or by any Governmental Authority in any jurisdiction throughout the world, (iii) rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, violation misuse or breach of contract in respect of the foregoing, and present, past and future rights to

sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach, and (iv) income, royalties and any other payments now and hereafter due and/or payable in respect of the foregoing; and

- (g) all (i) documentation or other tangible embodiments that comprise, embody, disclose or describe the Assigned Intellectual Property, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors' notebooks, invention disclosures, digital files, software code embodied in media or firmware developed by the Assignor for its use and (ii) files related to the prosecution or enforcement of any Assigned Intellectual Property, including such patent, trademark or copyright prosecution or enforcement files in the custody of Assignor's outside legal counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities;

in each case of (a) – (g) above, to be held and enjoyed by Assignee for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

2. Assignor hereby covenants and agrees that it shall at any time upon the request and at the expense of Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to correct, perfect and/or record Assignee's title to the Assigned Intellectual Property, including without limitation to promptly execute individual assignment agreements in such form as may be required by Assignee for each jurisdiction in which any Assigned Intellectual Property is pending, issued or registered. Assignor agrees that (a) until such time as Assignee is recorded or registered as the record owner of the Assigned Intellectual Property in each jurisdiction, such Assignor promptly shall deliver to Assignee all notices, office actions and other correspondence received by it with respect to the Assigned Intellectual Property from any intellectual property office, governmental authority or any third party, and (b) such Assignor shall not take any action with respect to the Assigned Intellectual Property, including without limitation filing any response to any office actions, except as may be authorized in advance by Assignee in its sole discretion.

3. Assignor hereby agrees to authorize and request the Patent and Trademark Office officials in the United States of America, the Internet domain name registrars for the Assigned Domain Names and, in each case, the corresponding government officials of any and all states of the United States of America and foreign countries whose duty is to issue intellectual property protection or other evidence or forms of industrial property protection on trademarks and/or Internet domain names to record this Assignment and to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. As soon as reasonably practicable following execution of this Assignment, Assignor shall perform all acts necessary to effect the transfer of the Assigned Domain Names from Assignor to Assignee including, but not limited to, the execution, notarization, and return to Assignee or its agents of any transfer forms required by Assignee or the applicable Assignor's Internet domain name registrar.

5. Assignor hereby constitutes and appoints Assignee the true and lawful agent and attorney in fact of such Assignor, with full power of substitution and re-substitution, in whole or in part, in the name and stead of such Assignor but on behalf and for the benefit of Assignee and its successors and assigns, from time to time record the transfer of the Assigned Intellectual Property from such Assignor to Assignee in accordance with the terms of this Assignment.

6. Assignor recognizes Assignee's exclusive ownership and title to the Assigned Intellectual Property throughout the world and Assignor shall not, directly or indirectly, claim adversely to Assignee any right, title or interest in and to the Assigned Intellectual Property in any country or jurisdiction of the world.


7. This Assignment shall be governed and construed in accordance with the internal laws of the State of New York, without regard to any conflict of law provision that could require the application of the law of any other jurisdiction.

8. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

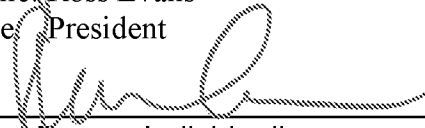
IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

XTRACYCLE INC

By: 
Name: Ross Evans
Title: President


1/3/23


Ross Evans, Individually

1/3/23

ASSIGNEE:

PRIORITY OUTDOOR PRODUCTS, LLC

By: 
Name: David Weiner
Title: President

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

1. PorterRack. D800,634
2. MegaRack/Leap, D766,137

SCHEDULE B

REGISTERED TRADEMARKS/SERVICEMARKS AND APPLICATIONS

Trademark / Servicemark	Jurisdiction	Reg. No. / Serial. No.	Reg. Date / Filing Date	Status
Xtracycle	USA	3895942	12/28/2010 / 4/9/2009	Live
Ready for Anything	USA	5600211	11/6/2018 / 3/13/2018	Live

SCHEDULE C

REGISTERED COPYRIGHTS

N/A

SCHEDULE D

ASSIGNED DOMAIN NAMES

Xtracycle.com
Xtracycle.net
Xtracycle.org