

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8063580

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PACIFIC CYCLE, LLC	03/29/2023
RECEIVING PARTY DATA		
Name:	FLYBAR, INC.	
Street Address:	220 CENTENNIAL AVENUE	
City:	PISCATAWAY	
State/Country:	NEW JERSEY	
Postal Code:	08854	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	29638975	
Application Number:	15936726	
CORRESPONDENCE DATA		
Fax Number:	(312)759-5646	
<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:	312-357-1313	
Email:	msweetin@btlaw.com	
Correspondent Name:	THOMAS J. DONOVAN	
Address Line 1:	BARNES & THORNBURG LLP	
Address Line 2:	P.O. BOX 2786	
Address Line 4:	CHICAGO, ILLINOIS 60690-2786	
ATTORNEY DOCKET NUMBER:	67415-392379	
NAME OF SUBMITTER:	THOMAS J. DONOVAN (REG. NO. 33231)	
SIGNATURE:	/Thomas J. Donovan/	
DATE SIGNED:	07/18/2023	
Total Attachments: 6		
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") is made and entered into this March 29, 2023 by and between PACIFIC CYCLE, LLC, a Delaware corporation (the "**Assignor**") and FLYBAR, INC., a New Jersey corporation (the "**Assignee**").

RECITALS

WHEREAS, in connection with an Asset Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**") dated as of March 23, 2023, by and between Assignor or its affiliate and Assignee, Assignee has agreed to purchase the Purchased Assets from Assignor or its affiliate; and

WHEREAS, as a condition to the Closing, the parties have agreed to execute and deliver this Agreement setting forth various terms with respect to the Assigned Intellectual Property (as defined below);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

AGREEMENT

ARTICLE I. Definitions.

- 1.1. The following capitalized terms, as used in this Agreement, shall have the respective meanings set forth below:

"**Assigned Intellectual Property**" means, collectively, the intellectual property described on Exhibit A hereto.
- 1.2. Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Purchase Agreement.

ARTICLE II. Assignment.

- 2.1. **Assignment.** Assignor hereby irrevocably conveys, sells, transfers and assigns to Assignee all of Assignor's rights, titles and interests throughout the world in and to the Assigned Intellectual Property
- 2.2. **Authorization.** Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, and any other official throughout the world whose duty is to register and record ownership in copyright applications or copyrights, patent applications or patents, and trademark applications or trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Intellectual Property.
- 2.3. **Further Assurances.** Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee pursuant to this Agreement.

- 2.4. Taxes.** Assignee shall be solely responsible for any and all expenses related to this Agreement and enforcement of any property rights transferred hereby, including attorneys' fees and patent office fees in any jurisdiction, due on or after the date hereof, and relating to: (i) enforcing any property rights associated with the Assigned Intellectual Property; or (ii) further recordation of ownership of the Assigned Intellectual Property. Assignor shall not be obligated to assist in prosecution or maintenance of the Assigned Intellectual Property other than as required to apply for a nonprovisional patent on the same process or method as described on the Assigned Intellectual Property.

ARTICLE III. Miscellaneous Provisions.

- 3.1. Assignability.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.
- 3.2. Amendments; Waivers.** This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement shall be binding unless set forth in a writing signed by the party granting the waiver. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.
- 3.3. Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and be deemed given when sent by electronic mail or delivered by hand or received by registered or certified mail, postage prepaid, or by nationally recognized overnight courier service addressed to the party to receive such notice at the following address or any other address substituted therefor by notice pursuant to these provisions:

If to Assignor:

Pacific Cycle, LLC
4902 Hammersley Rd
Madison, WI 53711
Attn: Kyla Newton
knewton@ponbike.com

with a copy (which shall not constitute notice) to:

Matt Dambrov
Matthew.Dambrov@pon.com

If to Assignee:

Flybar Inc.
220 Centennial Avenue,
Piscataway, NJ 08854
Attn: Saul Wolhendler

saulw@flybar.com

with a copy (which shall not constitute notice) to:

Maurice Rosenberg Esq.
930 East County Line Road, Suite 101
Lakewood NJ 08701
maurice@mauricrosenberglaw.com

- 3.4. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without reference to its rules of conflicts of laws. Disputes shall be resolved in the manner specified in the Purchase Agreement.
- 3.5. Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- 3.6. Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- 3.7. Entire Agreement.** This Agreement, together with the Purchase Agreement, contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.
- 3.8. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures.
- 3.9. No Oral Modification.** No amendment or modification to the terms contained herein shall be valid or binding on the parties unless made in writing and signed.

{Signatures on following page.}

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR

PACIFIC DocuSigned by:
By: *Folkert Lamsvelt*
Name: 6534CA00A77E4F8...
Folkert Lamsvelt
Title: President & CEO

ASSIGNEE

FLYBAR DocuSigned by:
By: *[Signature]*
Name: 668FA3C0BF4745C...
Saul Woiner
Title: President & CEO

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

Patent Portfolio

Client Matter	Country	Country Name	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date	Status	Owner	Title
055485-1281	US	United States of America	DES	29/038,975	Mar 02, 2018	D264,306	Oct 22, 2019	Oct 22, 2034	Granted	Pacific Cycle, LLC	RIDABLE TOY
055485-1282	CA	Canada	DES	181714	Jun 01, 2018	181714	Jul 25, 2019	Jul 25, 2029	Granted	Pacific Cycle, LLC	RIDABLE TOY
055485-1283	CN	China (People's Republic)	DES	2018302567004	May 31, 2018	ZL 2018302667004	Nov 02, 2018	May 31, 2028	Granted	Pacific Cycle, LLC	RIDABLE TOY
055485-1284	EM	European Community	DES	055292518	May 31, 2018	055292018-0501	Jun 21, 2018	May 31, 2043	Granted	Pacific Cycle, LLC	RIDABLE TOY
055485-1293	US	United States of America	ORD	15/936,726	Mar 27, 2018	10,245,517	Apr 02, 2019	Mar 27, 2038	Granted	Pacific Cycle, LLC	INTERACTIVE RIDE-ON TOY APPARATUS
055485-1306	CN	China (People's Republic)	DES	2018305191767	Sep 14, 2018	ZL 2018305191767	Mar 08, 2019	Sep 14, 2028	Granted	Pacific Cycle, LLC	TOY RIDE-ON
055485-1307	CA	Canada	DES	183710	Sep 20, 2018	183710	Jul 25, 2019	Jul 25, 2029	Granted		TOY RIDE-ON
055485-1308	EM	European Community	DES	005640893	Sep 14, 2018	005640893-0001	Sep 26, 2018	Sep 14, 2043	Granted	Pacific Cycle, LLC	TOY RIDE-ON
055485-1401	GB	United Kingdom	DES	055292518	May 31, 2018	5055292518	Jun 21, 2018	May 31, 2043	Granted	Pacific Cycle, LLC	RIDABLE TOY
055485-1402	GB	United Kingdom	DES	005640893	Sep 14, 2018	005640893	Sep 26, 2018	Sep 14, 2043	Granted	Pacific Cycle, LLC	TOY RIDE-ON

Trademark Portfolio

Trademark Name	Client-Matter	Country Name	Case Type	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner	Goods
KID TRAX	055485-0743	Australia	ORD	1159677	Feb 25, 2007	1159677	Feb 25, 2007	Registered	Pacific Cycle, LLC	28 Int. children's ride-on vehicles; toy and model vehicles; push toys; walkers; rocking horses and wagons
KID TRAX	055485-0744	United States of America	ORD	77096368	Feb 22, 2007	3,537,733	Nov 25, 2008	Registered	Pacific Cycle, LLC	28 Int. children's ride-on toys; toy and model vehicles
KID TRAX	055485-0745	New Zealand	ORD	763987	Feb 19, 2007	763987	Feb 19, 2007	Registered	Pacific Cycle, LLC	28 Int. games and playthings, namely children's ride-on vehicles; toys and model vehicles; push toys; walkers; rocking horses and wagons
KID TRAX	055485-0750	Canada	ORD	1,346,370	Mar 21, 2007	763,952	Apr 12, 2010	Registered	Pacific Cycle, LLC	28 Int. ride-on toys namely children's ride-on vehicles; toy and model vehicles; push toys; rocking horses
KID TRAX	055485-0751A	Mexico	ORD	845015	Mar 27, 2007	950493	Mar 27, 2007	Registered	Pacific Cycle, LLC	28 Int. infant and baby walkers
KID TRAX	055485-0751B	Mexico	ORD	845016	Mar 27, 2007	952776	Mar 27, 2007	Registered	Pacific Cycle, LLC	28 Int. wagons, children's ride-on-toys, toy and model vehicles; push toys; rocking horses
KID TRAX	055485-0822	China (People's Republic)	MPR	A0018046	Dec 11, 2009	1025443	Dec 11, 2009	Registered	Pacific Cycle, LLC	28 Int. children's ride-on toys; toy and model vehicles; push toys
KID TRAX	055485-0822	European Union (Community)	MPR	A0018046	Dec 11, 2009	1025443	Dec 11, 2009	Registered	Pacific Cycle, LLC	28 Int. children's ride-on toys; toy and model vehicles; push toys
KID TRAX	055485-0822	Int'l Registration - Madrid Protocol Only	ORD	A0018046	Dec 11, 2009	1025443	Dec 11, 2009	Registered	Pacific Cycle, LLC	28 Int. children's ride-on toys; toy and model vehicles; push toys
KID TRAX	055485-0959	Brazil	ORD	846,321,244	Nov 05, 2012	846,321,244	Sep 02, 2015	Registered	Pacific Cycle, LLC	28 Int. Children's ride-on toys; toy and model vehicles; push toys
KID TRAX	055485-1157	Cuba	ORD	2015-0919	Jun 16, 2015	2015-0919	Aug 14, 2017	Registered	Pacific Cycle, LLC	12 Int. tricycles; wagons 28 Int. children's ride-on toys; toy and model vehicles; push toys
KID TRAX	055485-1301	Argentina	ORD	3,794,816	Apr 27, 2010	3110419	Sep 10, 2020	Registered	Pacific Cycle, LLC	28 Int. children's ride-on toys; toy and model vehicles; push toys; rocking horses; wagons
KID TRAX	055485-1415	United Kingdom	ORD	UK00801025443	Dec 11, 2009	UK00801025443	Dec 11, 2009	Registered	Pacific Cycle, LLC	28 Int. children's ride-on toys; toy and model vehicles; push toys
POWER TRAX	055485-0947	United States of America	ORD	85846,105	Jun 07, 2012	4,743,308	Jun 02, 2015	Registered	Pacific Cycle, LLC	28 Int. ride-on toy vehicles; ride-on toy vehicle parts namely: tires
REAL RIGGS	055485-1371	United States of America	ORD	85886,836	May 01, 2020	6,235,492	Dec 29, 2020	Registered	Pacific Cycle, LLC	28 Int. First Use Date: 11/08/2020 First Use in Commerce: 11/08/2020 Ride-on toys and accessories therefor
RIDE A LIDS	055485-1287	United States of America	ORD	871571,350	Nov 03, 2017	5,591,712	Oct 23, 2018	Registered	Pacific Cycle, LLC	28 Int. First Use Date: 08/29/2018 First Use in Commerce: 08/29/2018 Ride-on toys and accessories therefor
RIDE A LIDS	055485-1255	Canada	ORD	1,881,687	Feb 06, 2018	TM A1,065,642	Dec 05, 2019	Registered	Pacific Cycle, LLC	28 Int. Ride-on toys and accessories therefor
RIDE A LIDS	055485-1286	China (People's Republic)	ORD	26393974	Feb 14, 2018	26393974	Dec 28, 2018	Registered	Pacific Cycle, LLC	28 Int. Toy vehicles; toy figurines; and toy dolls
RIDE A LIDS	055485-1287	European Union (Community)	ORD	17778168	Feb 06, 2018	17778168	Jul 03, 2018	Registered	Pacific Cycle, LLC	28 Int. Ride-on toys and accessories therefor
RIDE A LIDS	055485-1426	United Kingdom	ORD	UK00917778168	Feb 06, 2018	UK00917778168	Jul 03, 2018	Registered	Pacific Cycle, LLC	28 Int. Ride-on toys and accessories therefor
SCOUT	055485-1388	United States of America	ORD	871791,486	Feb 09, 2018	5,870,892	Oct 31, 2019	Registered	Pacific Cycle, LLC	28 Int. First Use Date: 08/29/2018 First Use in Commerce: 08/29/2018 motorized interactive ride-on toy vehicles for young children in the form of ponies and
SCOUT	055485-1302	China (People's Republic)	ORD	31916899	Jun 26, 2018	31916899	Mar 26, 2019	Registered	Pacific Cycle, LLC	28 Int. Toy vehicles; toy figurines; and toy dolls
SCOUT	055485-1304	European Union (Community)	ORD	17824991	Jun 26, 2018	17824991	May 07, 2019	Registered	Pacific Cycle, LLC	28 Int. Ride-on toys and accessories therefor
SCOUT	055485-1429	United Kingdom	ORD	UK00917924991	Jun 26, 2018	UK00917924991	May 07, 2019	Registered	Pacific Cycle, LLC	28 Int. Ride-on toys and accessories therefor