

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI230405

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Civilized Cycles Incorporated	02/26/2024
RECEIVING PARTY DATA	
Company Name:	SRAM, LLC
Street Address:	1000 W FULTON MARKET
Internal Address:	4TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60607
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15109105
Application Number:	15487279
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:	3126648800
Email:	docket@sram.com
Correspondent Name:	Angus Fung
Address Line 1:	1000 W FULTON MARKET
Address Line 2:	4TH FLOOR
Address Line 4:	CHICAGO, ILLINOIS 60607
ATTORNEY DOCKET NUMBER:	0459UA-US01
NAME OF SUBMITTER:	Angus Fung
SIGNATURE:	Angus Fung
DATE SIGNED:	05/14/2024
Total Attachments: 4	
source=Civilized SRAM assignment#page1.tif	
source=Civilized SRAM assignment#page2.tif	
source=Civilized SRAM assignment#page3.tif	

ASSIGNMENT

This Assignment (“**Assignment**”) dated as of February 26, 2024 (the “**Effective Date**”) is entered into by and between Civilized Cycles Incorporated (d/b/a Civilized Cycles Inc.), a Delaware corporation (“**Assignor**”) and SRAM, LLC, a Delaware limited liability company (“**Assignee**”).

- A. Assignor owns certain intellectual property assets, namely, Assignor’s right, title, and interest in and to the patents described on Exhibit 1 to this Assignment (which exhibit is incorporated into this Assignment by reference), and all other related patents and patent applications thereto, including, without limitation, the inventions and all patent rights therefor, and the right to recover damages and profits for past, present, or future infringement thereof (such assets being the “**Patents**”).
- B. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s right, title, and interest in and to the Patents.

In consideration of the foregoing recitals, the mutual covenants herein contained, and other good and valuable consideration (the adequacy, sufficiency, and receipt of which hereby are acknowledged), the parties agree as follows:

1. **Assignment.** Assignor hereby, as of the Effective Date, irrevocably assigns, transfers, and conveys onto Assignee and its successors and assigns and legal representatives, for the territory of the United States of America and the entire world (i) the full and exclusive right, title and interest in and to all patents and patent applications included among the Patents and all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part and extensions thereof, including any common law, statutory and other rights associated therewith, (ii) the right to recover damages and profits for past, present, or future infringement, misappropriation or other violation thereof, (iii) all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said Assignee for its own use and profit and the use and profit of its successors, assigns and legal representatives, to the full end of the term or terms for which patents may be granted, and (iv) all other rights, title and interest in and to the Patents, including, without limitation, trade secrets, know how, designs, inventions, and product specifications and including, without limitation, the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said inventions in appropriate registries.

2. **Authorization to Commissioner of Patents.** Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks in the United States of America, and any comparable governmental authority or agency outside of the United States of America in which the Patents are registered to transfer the Patents to Assignee.

3. **Further Assurances.** From time to time after the Effective Date, and for no further consideration, Assignor will execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may be

requested by Assignee to effect the assignment of all rights, title and interest in and to the Patents to Assignee, and to confirm and evidence such assignment and enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights, title and interest in and to the Patents. Assignor, upon Assignee's request, will take all further actions, and provide Assignee and its successors, assigns and legal representatives all such cooperation and assistance (including, but not limited to, the execution and delivery of any and all affidavits, declarations, oaths, powers of attorney and other documentation), to more fully effectuate the purposes of this Assignment. If Assignee opts to take action against any actual or suspected infringers or other violators of any of the Patents, upon Assignee's request, Assignor will provide Assignee all cooperation in connection therewith including, but not limited to, by offering testimony.

4. **Representation of Assignor.** Assignor represents and warrants that at the time of execution and delivery of this Assignment: (a) all the information contained in Exhibit 1 herein is correct; (b) Assignor exclusively owns all rights in the Patents without any encumbrances, and (c) Assignor has good and full right and lawful authority to assign and convey the same in the manner set forth herein.

5. **Counterparts; Successors.** This Assignment may be executed in one or more counterparts, each of which will be considered an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and will become effective when one or more counterparts have been signed by each Party and delivered (by facsimile, electronic mail, or otherwise) to the other Party. Signatures to this Assignment transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signatures. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Assignment nor any of the rights, interests or obligations hereunder may be assigned or transferred by either Party (whether by operation of law or otherwise) without the prior written consent of the other Party.

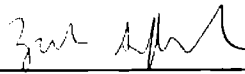
6. **Governing Law.** THIS ASSIGNMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER STATE.

7. **Miscellaneous.** No amendment of this Assignment, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. This Assignment constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations, and discussions of the parties, whether oral or written.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date by their respective officers thereunto duly authorized.

ASSIGNOR:

Civilized Cycles Incorporated

By: 
Zach Schieffelin, CEO

ASSIGNEE:

SRAM, LLC

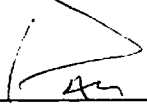
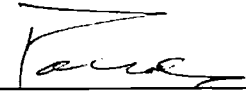
By:  
Dan Powers, Secretary

Exhibit 1

Patents and Patent Publications

Title	Country Name	Application No.	Filing Date	Patent / Publication No.	Issue / Publication Date
ELECTRIC BICYCLE TRANSMISSION SYSTEMS, METHODS, AND DEVICES	United States	15/109,105	Feb. 11, 2016	US 9,656,672 B2	May 23, 2017
ELECTRIC BICYCLE TRANSMISSION SYSTEMS, METHODS, AND DEVICES	United States	15/487,279	Apr. 13, 2017	US 10,358,133 B2	Jul. 23, 2019
ELECTRIC BICYCLE TRANSMISSION SYSTEMS, METHODS, AND DEVICES	China	CN201680019767.6A	Feb. 11, 2016	CN107428393B	May 15, 2020
ELECTRIC BICYCLE TRANSMISSION SYSTEMS, METHODS, AND DEVICES	European Patent Office	EP16749899.7A	Feb. 11, 2016	EP3256373B1	Dec. 16, 2020
ELECTRIC BICYCLE TRANSMISSION SYSTEMS, METHODS, AND DEVICES	Japan	JP2017542903A	Feb. 11, 2016	JP2018511510A	Apr. 26, 2018