

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stone Age Equipment, Inc.		01/01/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	adidas AG		
Street Address:	Adi-Dassler-Strasse 1		
City:	Herzogenaurach		
State/Country:	GERMANY		
Postal Code:	91074		
Entity Type:	Aktiengesellschaft (Ag): GERMANY		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4392938	BRAND OF THE BRAVE	
Registration Number:	1782681	STEALTH	
Registration Number:	2244887	SH2OES	
Registration Number:	1891160	ASYM	
Registration Number:	3372764	5 10 5 10 5 10 5 10	
Registration Number:	2351065	STEALTH	
Registration Number:	3372763	5 10	
Registration Number:	4231787	STEALTH	
Registration Number:	4223604	STEALTH	
Registration Number:	1533206	5.10	
Registration Number:	2948682	HIANGLE	
Registration Number:	1826973	ANASAZI	
Registration Number:	4723932	FIVE TEN	
Registration Number:	3372294	FIVE TEN	
Registration Number:	5100243	URBAN APPROACH	
Registration Number:	5368151	CAMP FOUR	
Serial Number:	87301357	IMPACT	
Registration Number:	5199230	FREERIDER	
Registration Number:	5360698	5 10 KESTREL	

OP \$540.00 4392938

Property Type	Number	Word Mark
Registration Number:	5423667	KESTREL
Serial Number:	86863445	ACCESS

CORRESPONDENCE DATA

Fax Number: 8453597798
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.
Phone: 8453597700
Email: jzaccaria@notaromichalos.com
Correspondent Name: Notaro, Michalos & Zaccaria P.C.
Address Line 1: 100 Dutch Hill Road, Suite 240
Address Line 4: Orangeburg, NEW YORK 10962

ATTORNEY DOCKET NUMBER:	J287-1494
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DOMESTIC REPRESENTATIVE

Name: Notaro, Michalos & Zaccaria P.C.
Address Line 1: 100 Dutch Hill Road, Suite 240
Address Line 4: Orangeburg, NEW YORK 10962

NAME OF SUBMITTER:	John Zaccaria
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SIGNATURE:	/J287-1494-JZ-as/
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DATE SIGNED:	12/07/2018
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Total Attachments: 29

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of January 1, 2018 (the "Effective Date"), by and between STONE AGE EQUIPMENT, INC., a California corporation d/b/a Five Ten ("Five Ten"), and ADIDAS AG, a German Aktiengesellschaft ("adidas").

WHEREAS, Five Ten owns certain Intellectual Property Rights (as defined below);

WHEREAS, although Five Ten is currently an indirect wholly owned subsidiary of adidas, it is contemplated that adidas will wind down the Five Ten legal entity and cause the integration of the business relating to "Five Ten" branded products into the operations of adidas and its other direct and indirect subsidiaries; and

WHEREAS, in connection therewith, Five Ten desires to sell to adidas, and adidas desires to purchase, the Intellectual Property Rights, as more particularly set forth below;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Intellectual Property Rights.

1.1 The term "Intellectual Property Rights" means any of the following, as they exist anywhere in the world, whether registered or unregistered, and which are owned by Five Ten as of the Effective Date: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, all designs and all design patents, registered designs, design patent applications, and registered design applications, together with all reissues, continuations, continuations-in part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, all rights to database information, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), and (f) all similar rights, including rights of privacy, relating to the foregoing.

1.2 Intellectual Property Rights include, but are not limited to, the patents, trademark registrations, copyright registrations, domain names and applications for each of the foregoing owned by Five Ten identified on Schedule 1.2.

2. Purchase and Sale.

2.1 Effective as of the Effective Date, in consideration of the payment of USD

[REDACTED]
[REDACTED] Five Ten hereby assigns, sells, transfers and delivers to adidas, and adidas hereby assumes, purchases and acquires from Five Ten, all right title and interest in and to the Intellectual Property Rights.

2.2 [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]
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2.3 If and to the extent that as a matter of law in any jurisdiction, ownership, title or any rights or interest in or to any of the Intellectual Property Rights cannot be assigned as provided in Section 2.1 (a) Five Ten irrevocably agrees to assign and transfer, and hereby assigns and transfers, to adidas all rights that can be assigned pursuant to Section 2.1 to the fullest extent permissible; and (b) Five Ten irrevocably agrees to grant, and hereby grants, adidas an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license with right to grant sub-licenses to exploit and commercialize in any manner now known or in future discovered and, for whatever purpose, any Intellectual Property Rights that cannot be assigned as contemplated by Section 2.1. The license grant provided in this Section 2.2. shall apply to any intent to use trademark applications that would be deemed invalidated, cancelled or abandoned due to the assignment of the trademark hereunder unless and until such time that the assignment will not cause the invalidation, cancellation or abandonment.

2.4 The parties acknowledge and agree that the transfer of the Intellectual Property Right under Section 2.1. and any license of the Intellectual Property Right under Section 2.2. includes the assignment or license (as the case may be) by Five Ten to adidas of the right to sue for or otherwise enforce past, present, and future infringement claims with respect to the Intellectual Property Rights and to control as it may determine any such lawsuits or settlements of the same.

2.5 Five Ten transfers and assigns to adidas absolutely all of its right, title, interest and benefits to the agreements listed in Schedule 1.2 which the parties intend shall remain in full force and effect. adidas' right, title, interest and benefit shall include, without limit, the benefit of and right to sue on all covenants, undertakings and representations in favour of Five Ten and contained therein.

3. No Assumption of Liabilities. For the avoidance of doubt, adidas assumes no liabilities of Five Ten. All liabilities of Five Ten shall remain the sole responsibility of Five Ten.

4. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

5. Successors and Assigns. Except as otherwise provided in this Agreement, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and representatives.

6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.


7. Facsimile or Scanned Signature. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first above written.

"FIVE TEN"

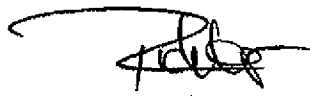
STONE AGE EQUIPMENT, INC., a California corporation d/b/a Five Ten

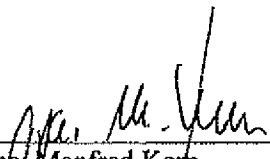
By: 
Name: Ronald F. Morton
Title: U.S. Controller

By: 
Name: Dan Near
Title: Managing Director, Five Ten

"ADIDAS"

ADIDAS AG, a German Aktiengesellschaft

By: 
Name: Andreas Richter
Title: Authorized Signatory

By: 
Name: Manfred Kern
Title: Authorized Signatory

Schedule 1.2

Intellectual Property Rights
and
Related Agreements

Case Number	Country	Trademark	Appl Date	Appl No	Reg Date	Reg No	Classes	Goods	Status	Owner	Renewal Due	Device
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Case Number	Country	Trademark	Appl Date	Appl No	Reg Date	Reg No	Classes	Goods	Status	Owner	Renewal Due	Device



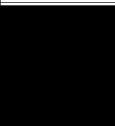
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Trademark	[REDACTED]
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Classes	[REDACTED]
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Case Number	Country	Trademark	Appl Date	Appl No	Reg Date	Reg No	Classes	Goods	Status	Owner	Renewal Due	Device
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Case Number	Country	Trademark	Appl Date	Appl No	Reg Date	Reg No	Classes	Goods	Status	Owner	Renewal Due	Device
TM2874US04	United States	STEALTH	13-Jan-92	74/237,222	20-Jul-93	1,782,681	17	(17) - Sheet rubber having high friction and damping characteristics, and for use in the manufacture of gripping and antiskid surfaces and for vibration isolation.	Registered	Stone Age Equipment, Inc.	20-Jul-23	
TM2899US00	United States	SH2OES	05-Sep-96	75/161,221	11-May-99	2,244,887	25	(25) - Athletic footwear for aquatic sports.	Registered	Stone Age Equipment, Inc.	11-May-19	SHOES
TM2881US01	United States	12 Line Logo	02-Jan-18	877740,653			25	25: Shoes, footwear and shirts	Published	Stone Age Equipment, Inc.		
TM2898US00	United States	ASYM	21-Mar-94	74/504,317	25-Apr-95	1,891,160	25	(25) - Boots and shoes.	Registered	Stone Age Equipment, Inc.	25-Apr-25	
TM2881US00	United States	12 Line Logo	10-Jul-07	77/226,329	22-Jan-08	3,372,764	25	25: Hats.	Registered	Stone Age Equipment, Inc.	22-Jan-28	
TM2901US00	United States	BRAND OF THE BRAVE	25-Oct-11	85/455,059	27-Aug-13	4,392,938	16, 25	(16) - Paper banners; Posters; Printed visuals in the nature of promotional materials; Stickers (25) - Athletic apparel, namely shirts, footwear	Registered	Stone Age Equipment, Inc.	27-Aug-23	

Case Number	Country	Trademark	Appl Date	Appl No	Reg Date	Reg No	Classes	Goods	Status	Owner	Renewal Due	Device
TM2874US03	United States	STEALTH	01-Nov-88	79/761,259	23-May-00	2,351,065	25	(25) - Shoe soles, kits for resoling footwear comprised of rubber, cement and instructions.	Registered	Stone Age Equipment, Inc.	23-May-20	
TM2894US00	United States	3line logo	10-Jul-07	77/226,311	22-Jan-08	3,372,763	25	(25) - Shoes, footwear, T-shirts, hats.	Registered	Stone Age Equipment, Inc.	22-Jan-28	
TM2874US01	United States	STEALTH	17-Aug-07	77/257,999	30-Oct-12	4,231,787	17	(17) - Synthetic rubber	Registered	Stone Age Equipment, Inc.	30-Oct-22	
TM2874US00	United States	STEALTH	17-Aug-07	77/258,287	16-Oct-12	4,223,604	25	(25) - Shoes; footwear.	Registered	Stone Age Equipment, Inc.	16-Oct-22	
TM2880US01	United States	5.10	13-Jul-87	79/671,443	04-Apr-89	1,533,206	25	(25) - Boots, shoes, kits for resoling footwear, namely rubber footwear soles and cement for attaching such soles, and rubber footwear soles.	Registered	Stone Age Equipment, Inc.	04-Apr-19	
TM2893US00	United States	HIANGLE	11-Dec-01	76/348,343	10-May-05	2,948,682	25	(25) - Footwear	Registered	Stone Age Equipment, Inc.	10-May-25	
TM2887US00	United States	ANASAZI	31-Jul-92	74/300,462	15-Mar-94	1,826,973	25	(25) - Clothing and footwear, namely T-shirts and rock climbing footwear.	Registered	Stone Age Equipment, Inc.	15-Sep-24	
TM2882US01	United States	FIVE TEN	10-Nov-14	86/449,975	21-Apr-15	4,723,932	17	(17) - Rubber sheets; rubber for use in the manufacture and repair of shoe shoes	Registered	Stone Age Equipment, Inc.	21-Apr-25	
TM2882US00	United States	FIVE TEN	16-May-07	77/182,939	22-Jan-08	3,372,294	25	(25) - Shoes, footwear, T-shirts, hats.	Registered	Stone Age Equipment, Inc.	22-Jan-28	

Case Number	Country	Trademark	Appl Date	Appl No	Reg Date	Reg No	Classes	Goods	Status	Owner	Renewal Due	Device
TM3266US00	United States	URBAN APPROACH	03-May-16	87/023,449	13-Dec-16	5,100,243	25	25: Shoes; Athletic shoes; Canvas shoes; Cycling shoes; Leather shoes; Leisure shoes; Riding shoes	Registered	Stone Age Equipment, Inc.	13-Dec-26	
TM3261US00	United States	5:10 District (stylized)	14-Jun-16	87/070,721			25	25: Footwear; Footwear for men; Footwear for women; Shoes; Athletic footwear; Athletic shoes; Canvas shoes; Cycling shoes; Leather shoes; Leisure shoes; Riding shoes; Sports shoes; Training shoes; Women's shoes	Published	Stone Age Equipment, Inc.		
TM3257US00	United States	CAMP FOUR	13-Jan-17	87/301,387	02-Jan-18	5,368,151	25	25: Footwear; Shoes; Athletic footwear; Climbing footwear	Registered	Stone Age Equipment, Inc.	02-Jan-28	
TM3256US00	United States	IMPACT	13-Jan-17	87/301,357			25	25: Footwear; Athletic footwear; Cycling shoes	Pending	Stone Age Equipment, Inc.		
TM3255US00	United States	FREERIDER	29-Sep-16	87/187,074	09-May-17	5,199,230	25	25: Footwear; Athletic footwear; Cycling shoes	Registered	Stone Age Equipment, Inc.	09-May-27	
TM3254US00	United States	5:10 KESTREL (stylized)	05-May-16	87/026,754	19-Dec-17	5,360,698	25	25: Footwear; Shoes; Athletic footwear; Cycling shoes	Registered	Stone Age Equipment, Inc.	19-Dec-27	
TM3253US00	United States	KESTREL	05-Sep-14	86/387,050	13-Mar-18	5,423,667	25	25: Footwear	Registered	Stone Age Equipment, Inc.	13-Mar-28	
TM3246US00	United States	ACCESS	31-Dec-15	86/863,445			25	25: Footwear	Pending	Stone Age Equipment, Inc.		

Case No.	Country	Catch Word	Appl No	Appl Date	Reg No	Reg Date	Status
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Our Old Ref	Our New Case Number	Agent Ref	Country	Design	Appl No	Appl Date	Reg No	Reg Date	Status	Owner

