

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Backcountry.com, LLC		02/23/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Janus Cycle Group		
Street Address:	6560 Odell Place		
Internal Address:	Unit E-1		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4418211	MERLIN	
Registration Number:	4422074		
CORRESPONDENCE DATA			
Fax Number:	8582720221		
<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>			
Email:	trademarks@ipla.com		
Correspondent Name:	Benjamin S. White		
Address Line 1:	4445 Eastgate Mall		
Address Line 2:	Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	MERLIN, MERLIN Logo		
NAME OF SUBMITTER:	Benjamin S. White		
SIGNATURE:	/Benjamin S. White/		
DATE SIGNED:	10/11/2019		
Total Attachments: 25			
source=Merlin Asset Purchase Agreement 2#page1.tif			
source=Merlin Asset Purchase Agreement 2#page2.tif			
source=Merlin Asset Purchase Agreement 2#page3.tif			

OP \$65.00 4418211

source=Merlin Asset Purchase Agreement 2#page4.tif
source=Merlin Asset Purchase Agreement 2#page5.tif
source=Merlin Asset Purchase Agreement 2#page6.tif
source=Merlin Asset Purchase Agreement 2#page7.tif
source=Merlin Asset Purchase Agreement 2#page8.tif
source=Merlin Asset Purchase Agreement 2#page9.tif
source=Merlin Asset Purchase Agreement 2#page10.tif
source=Merlin Asset Purchase Agreement 2#page11.tif
source=Merlin Asset Purchase Agreement 2#page12.tif
source=Merlin Asset Purchase Agreement 2#page13.tif
source=Merlin Asset Purchase Agreement 2#page14.tif
source=Merlin Asset Purchase Agreement 2#page15.tif
source=Merlin Asset Purchase Agreement 2#page16.tif
source=Merlin Asset Purchase Agreement 2#page17.tif
source=Merlin Asset Purchase Agreement 2#page18.tif
source=Merlin Asset Purchase Agreement 2#page19.tif
source=Merlin Asset Purchase Agreement 2#page20.tif
source=Merlin Asset Purchase Agreement 2#page21.tif
source=Merlin Asset Purchase Agreement 2#page22.tif
source=Merlin Asset Purchase Agreement 2#page23.tif
source=Merlin Asset Purchase Agreement 2#page24.tif
source=Merlin Asset Purchase Agreement 2#page25.tif

ASSET PURCHASE AGREEMENT

by and between

BACKCOUNTRY.COM, LLC

and

JANUS CYCLE GROUP

dated as of

February 23rd, 2018

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

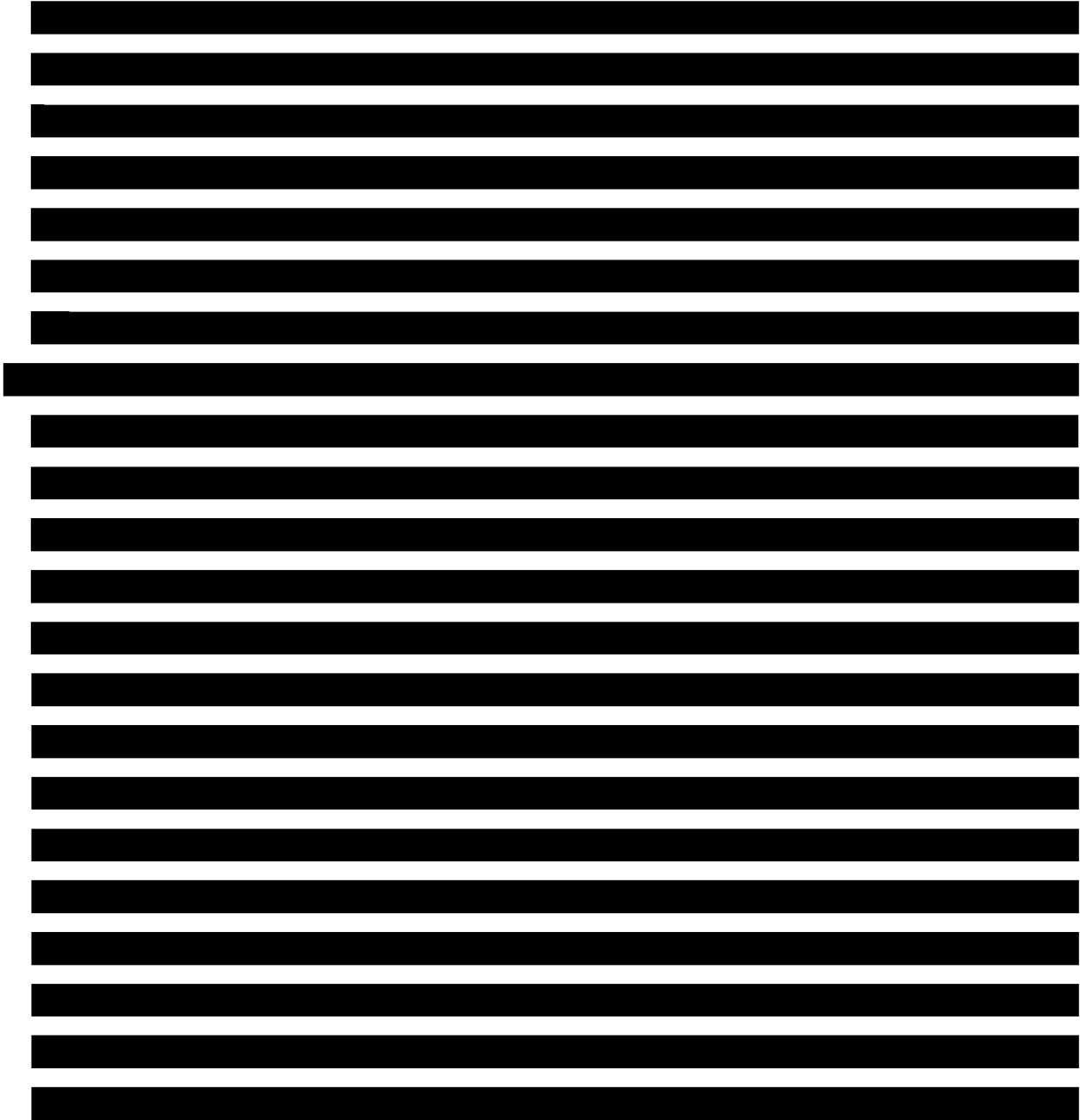
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1



ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of [DATE], is entered into by and between Backcountry.com, LLC, a Delaware limited liability company (“**Seller**”) and Janus Cycle Group, Inc., a Colorado corporation (“**Buyer**”).

RECITALS

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase from Seller, the rights of Seller to the Purchased Assets (as defined herein), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in the assets set forth on Schedule 1.01 attached hereto (the “**Purchased Assets**”), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (“**Encumbrance**”).

[REDACTED]

[REDACTED]

ARTICLE II CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the “**Closing Date**”) via the electronic delivery of counterpart signature pages. The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

[REDACTED]

(ii) a Trademark Assignment (the “**Trademark Assignment**”) duly executed by Seller, transferring the Trademarks (as defined below) to Buyer;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof. For purposes of this ARTICLE III, “Seller’s knowledge,” “knowledge of Seller” and any similar phrases shall mean the actual knowledge of William Sladek.

Section 3.01 Organization and Authority of Seller; Enforceability. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware. Seller has full limited liability company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

[REDACTED]



Section 3.04 Condition of Assets. Except as set forth on Section 3.06 of the Disclosure Schedules, those Purchased Assets that are tangible assets are in good condition.

Section 3.05 Intellectual Property.

(a) **“Intellectual Property”** means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing).

(b) **Section 3.05(b)** of the Disclosure Schedules lists all Intellectual Property included in the Purchased Assets (**“Purchased IP”**). Except as set forth on Section 3.05(b) of the Disclosure Schedule, Seller owns or has adequate, valid and enforceable rights to use all the Purchased IP, free and clear of all Encumbrances. Seller is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP, or restricting the licensing thereof to any person or entity. With respect to the registered Intellectual Property listed on **Section 3.05(b)** of the Disclosure Schedules, except as set forth on Section 3.05(b) of the Disclosure Schedules, (i) all such Intellectual Property is valid, subsisting and in full force and effect and (ii) Seller has paid all maintenance fees and made all filings required to maintain Seller’s ownership thereof. For all such registered Intellectual Property, **Section 3.05(b)** of the Disclosure Schedules lists (A) the jurisdiction where the application or registration is located, (B) the application or registration number, and (C) the application or registration date.

(c) Seller’s prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity and, except as set forth on **Section 3.05(c)**, there are no claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness

or use of the Purchased IP. Except as set forth on Section 3.05(c) of the Disclosure Schedules, to the Seller's knowledge, no person or entity is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and neither Seller nor any affiliate of Seller has made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER**

[REDACTED]

Section 4.01 Organization and Authority of Buyer; Enforceability. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Colorado. Buyer has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

BACKCOUNTRY.COM, LLC,
a Delaware limited liability company

By 

Name: William Sladek

Title: General Manager, VP

• **BUYER:**

JANUS CYCLE GROUP, INC.,
a Colorado corporation

By 

Name: Linda Leon

Title: President

[REDACTED]
[REDACTED]

[REDACTED]

<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
-------------------	-------------------	-------------------

2. The Purchased IP set forth on Section 3.05(b) of the Disclosure Letter, which is incorporated herein by reference.

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

SCHEDULE 3.05(b)
PURCHASED IP

ASSET	TYPE	DESCRIPTION
MERLIN	Trademark <i>(standard character mark)</i>	Country: USA IC 12, Registration 4418211
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
(Merlin Logo)	Trademark <i>(design mark)</i>	Country: USA IC 12, Registration 4422074

[REDACTED]

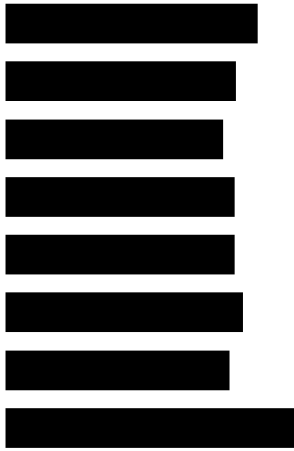
[REDACTED]

[REDACTED]



[REDACTED]







[REDACTED]

[REDACTED]

[REDACTED]

4842-0923-8362.1