

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707207

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Heeling Sports Limited | | 04/21/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BBC International LLC | | |
| Street Address: | 1515 N. Federal Highway | | |
| Internal Address: | Suite 206 | | |
| City: | Boca Raton | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33432 | | |
| Entity Type: | Limited Liability Company: FLORIDA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5628219 | POP BY HEELYS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5616256572 | | |
| <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: | 5616256575 | | |
| Email: | ustrademarks@mchaleslavin.com | | |
| Correspondent Name: | Brian M Taillon | | |
| Address Line 1: | 2855 PGA Blvd. | | |
| Address Line 4: | Palm Beach Gardens, FLORIDA 33410 | | |
| NAME OF SUBMITTER: | Brian M. Taillon | | |
| SIGNATURE: | /Brian M. Taillon/ | | |
| DATE SIGNED: | 02/08/2022 | | |
| Total Attachments: 4 | | | |
| source=5822U.014 Exct TM Assignment#page1.tif | | | |
| source=5822U.014 Exct TM Assignment#page2.tif | | | |
| source=5822U.014 Exct TM Assignment#page3.tif | | | |
| source=5822U.014 Exct TM Assignment#page4.tif | | | |

OP \$40.00 5628219

Exhibit A-1
TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 21, 2021 (the "Effective Date") by and between Heeling Sports Limited, a Delaware corporation ("Assignor"), and BBC International LLC, a Florida limited liability company ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, Assignor and Assignee have entered into the Sale and Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, in connection with the Purchase Agreement, Assignor has agreed to transfer to Assignee, among other things, all right, title and interest of Assignor in and to the Purchased Trademarks set forth on Attachment 1 hereto (together with all goodwill associated therewith and symbolized thereby in each case) (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned Trademarks, and Assignor wishes to assign such right, title and interest in and to such Assigned Trademarks to Assignee.

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

1. Transfer of Assigned Trademarks. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor's right, title and interest in and to the Assigned Trademarks; (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned Trademarks and (ii) sublicenseable or assignable; (c) all royalties, fees, income, payments, and other proceeds due from and after the Closing Date or payable to the Assignor with respect to any of the foregoing; (d) other rights accruing under the Assigned Trademarks or pertaining thereto Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, all claims, causes of action and enforcement rights with respect to the Assigned Trademarks, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Trademarks; and (e) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing as of the date hereof or hereafter.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned Trademarks in Assignee, its successors and assigns.

3. Recordation. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other Government authority to record and register this Assignment upon request by Assignee.

4. Entire Agreement. This Assignment, and the Purchase Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned Trademarks from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6. Governing Law and Venue. This Assignment shall be interpreted, construed, governed and enforced in all respects in accordance with the laws of the State of New York of the United States of America, without giving effect to its conflicts of laws provisions. Neither Party shall commence or prosecute any action, suit, or claim arising under or by reason of this Assignment other than in the state or federal courts located in the Borough of Manhattan in New York, New York. The Parties irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Assignment.

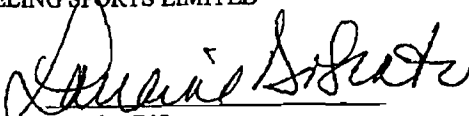
7. Counterparts. This Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument and exchanged by facsimile or e-mail, which will constitute an original and be legally binding on the Parties when one or more counterparts have been signed by each of the parties and delivered to the other party.

8. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned Trademarks. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.


[Signature page follows.]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first above written.

ASSIGNOR:
HEELING SPORTS LIMITED

By: 
Name: Lorraine DiSanto
Title: Chief Financial Officer

ASSIGNEE:
BBC INTERNATIONAL LLC

By: 
Name: Josue Solano
Title: CEO

ADDENDUM

Trademark:

1. **POP BY HEELYS** Serial No. 86923183 Registration No. 5628219 Attny No. 5822U.000014