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U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

101751756

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- ☒ New
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**Conveyance Type**

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government**  
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- ☐ Departmental File ☐ Secret File

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- Name (line 1)  **Execution Date**  
Month Day Year  
03/02/2001
- Name (line 2)

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Mail documents to be recorded with required cover sheet(s) information to:  
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**PATENT**  
**REEL: 011720 FRAME: 0640**

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U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT****Correspondent Name and Address**Area Code and Telephone Number **312-715-5079**Name **Gregory M. Smith**Address (line 1) **Quarles & Brady**Address (line 2) **500 West Madison Street**Address (line 3) **Suite 3700**Address (line 4) **Chicago, IL 60661-2511****Pages**Enter the total number of pages of the attached conveyance document  
including any attachments.# **7****Application Number(s) or Patent Number(s)**☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)****09/396510****Patent Number(s)**If this document is being filed together with a new Patent Application, enter the date the patent application was  
signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number

only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# **1****Fee Amount**Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

Method of Payment:

**Deposit Account**Enclosed ☐Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# **17-0055**

Authorization to charge additional fees:

Yes

☒

No

☐**Statement and Signature***To the best of my knowledge and belief, the foregoing information is true and correct and any  
attached copy is a true copy of the original document. Charges to deposit account are authorized, as  
indicated herein.*

Gregory M. Smith

Name of Person Signing

Signature

Date

**PATENT****REEL: 011720 FRAME: 0641**

# AB-AWAY PATENT AND INTELLECTUAL PROPERTY SALE AGREEMENT

This Ab-Away™ Patent and Intellectual Property Sale Agreement is made and entered this second day of March 2001, between SOX CHAO CHIAHS HO, domiciled at 62-9116 SOUTH RD, in TAIPEI, TAIWAN ROC ("Seller"), and InventorsUniverse.com, Inc., an Arizona corporation located at 817 West Peachtree Street, Suite 208, Atlanta, Georgia 30308 ("InventorsU"), referred to collectively as the "Parties."

WHEREAS, Seller one of the inventors of the Ab-Away™ and continues to work on and develop the Ab-Away™;

WHEREAS, Seller agrees that Mr. Michael Casey is co-inventor and should be named on the currently pending patent applications;

WHEREAS, InventorsUniverse.com, Inc., desires to acquire all rights, title and interest in the Ab-Away™ and all related intellectual property related to the Ab-Away™ and owned by Seller;

WHEREAS, Seller desires to sell, transfer, and forever convey to InventorsU all rights, titles and interests in the Ab-Away™ and all related intellectual property; and

WHEREAS, Seller hereby agrees and commits to doing all acts necessary to fulfill the requirements of this Agreement, including executing all additional documents necessary for the US Patent and Trademark Office and any and all other governmental entities.

NOW, THEREFORE, for good and sufficient consideration paid, the Parties hereby agree to the terms and conditions set forth below:

## ARTICLE I

### Definitions

Whenever used in this Agreement, the terms in this Article shall have the meanings set forth in the following paragraphs.

1. "Ab-Away™" shall mean the abdominal exercise device known by the parties as the Ab-Away, and all related and follow-on devices and products that make up the Ab-Away™ product line.
2. "Seller" shall mean Seller and all Affiliates and designees.
3. "Affiliate" shall mean any company, at least 40% of whose voting shares are owned or controlled directly or indirectly by a Party hereto, any parent company which owns or controls directly or indirectly at least 50% of voting shares of a Party hereto, any company where at least 50% of whose voting shares are owned or controlled directly or indirectly by such Party company, and any person controlled by any Party. A company or person shall be considered an Affiliate only for so long as such interest or control exists.
4. "Governmental Authorities" shall mean any and all subdivisions, agencies, branches, courts, administrative bodies, legislative bodies, judicial bodies, alternative dispute resolution authorities, and other governmental institutions of (A) the United States of America, and all geographical territories and subdivisions of the United States of America, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) each country, principality or other independent territory and each subdivision thereof, which is not a part

of the United States, and (D) the European Union, the United Nations, the World Court, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement or Tariffs and Trade, the North American Free Trade Agreement, and all other multi-national authorities or treaties that have or may have from time to time jurisdiction over any of the parties to or any performance under this Assignment.

5. "Intellectual Property" shall mean any and all copyrights, trademarks, trade secrets, trade names, service marks, service names, patents, and all other intellectual or industrial property laws or rights of any type or nature owned by Seller or in which one or both has or have a possessory interest of any kind concerning the Agreement, the Ab-Away™, or any other rights or interests that can be used in the design, manufacture, sale, and/or use of the Ab-Away™, including patents, any modifications, continuations, continuations-in-part, divisions, renewals, reissues and extensions thereof, and any related foreign patents and other convention and treaty rights of patents and any other patents, and all other rights recognized, registered, issued, or available for registration or issuance under or by the United States, Federal, State or other Governmental Authorities or any law or regulation under one or more of such Government Authorities relating in any way to the Ab-Away™ or Intellectual Property, and any and all related materials such as models, prototypes, tooling, inventory, correspondence and related paperwork and electronic recordings of any kind.
6. "InventorsU" shall mean InventorsUniverse.com, Inc., its subsidiaries, affiliates and designees.
7. "Subsidiary" shall mean a corporation or other legal entity: (i) the majority of whose shares or other securities entitled to vote for election of directors (or other managing authority) is controlled by the Party, either directly or indirectly; or (ii) which does not have outstanding shares or securities, but the majority of whose ownership interests representing the right to manage such corporation or other legal entity is owned and controlled by the Party, either directly or indirectly.

## ARTICLE II

### Transfer, Sale and Assignment of Rights

1. For the payment of [REDACTED] to Seller, and for such other good and valuable consideration given in connection with this Agreement, Seller hereby individually and separately sell, assign and transfer to InventorsU any and all rights, title and interest in and to the Ab-Away™, including patents and all other Intellectual Property related thereto, the same to be owned in fee simple, held and enjoyed by InventorsU without any cloud of title or any other impediment to title or ownership.
2. Seller specifically convey with this sale and assignment all of Intellectual Property rights under any and all pending applications, reissues, continuations, continuations-in-part, registrations, and other actions pending or issued by the United States, or any other Federal, State or other Governmental Authorities. The assignment and conveyance of rights in this Agreement by Seller is all inclusive and made without reservation of any right, title, interest or use anywhere in the world.

3. In the event either Seller or any Affiliate improve or make any other changes to Ab-Away™, such improvements or changes shall be immediately and fully conveyed to InventorsU for no additional consideration.
4. Seller shall immediately execute such other documents, and take such other steps as may be required to complete assignment of the Intellectual Property in whatever manner is deemed necessary, including such other additional documents required to make InventorsU the recorded owner of patents in the US Patent and Trademark Office. Without limiting the foregoing, Seller shall execute, acknowledge, and deliver to InventorsU all other documents and records requested in order (A) to effectuate and/or record the transfers and conveyances made under this Agreement, (B) to give notice or evidence of InventorsU's ownership and control of the Ab-Away™, the Intellectual Property, and all other transfers and conveyances made under this Agreement, (C) to permit InventorsU to exercise all its rights arising under the Agreement anywhere and before any Government Authorities in the world, (D) move all existing patent applications and other applications to Mr. R. Clifford Potter and/or such other designees of Mr. Potter and/or Mr. Michael Casey; and (E) all other paperwork in order to ensure that Mr. Michael Casey is properly recognized at least as co-inventor and is named on all currently pending and future patent applications.

### ARTICLE III

#### Representations And Warranties

1. Seller represents and warrants that he: (a) has all necessary corporate power and authority to enter into this Agreement and to consummate the transactions herein contemplated; (e) is the owner of the Intellectual Property covered by this Agreement; (c) no other person(s) have any right, title or interest in the Intellectual Property or any Ab-Away™ product; (d) prior to the date of this Agreement, no covenants not to sue under any Intellectual Property have been granted to any third party and no license is currently in effect other than the license between Seller and InventorsU; and (e) all Affiliates are in good standing and can be bound by Seller in connection with all matters involved in this Agreement.
2. InventorsU represents and warrants that: (a) it is a corporation duly organized and existing in good standing under the laws of the State of Arizona; (b) it is duly authorized and has full corporate power under its Certificate of Incorporation and under applicable laws to operate its properties and engage in the business carried on by it; (c) the execution, delivery and performance of this Agreement by it has been duly authorized by all proper corporate action; and (d) it has all necessary corporate power and authority to enter into this Agreement and to consummate the transactions herein contemplated.
3. Seller represents and warrants that there are no patent or other intellectual property infringement suits, or asserted patent or other intellectual property infringement claims, pertaining to the Ab-Away™ pending against Seller on the date of this Agreement.
4. Seller represents and warrants that as of the date of this Agreement, it is not operating under or paying royalties under any patent license or other agreement applicable to the Ab-Away™, and Seller is not committed, in any way, to enter into such an Agreement.


#### ARTICLE IV

##### Liability and Third Party Disputes

1. Each Party will protect and hold the other harmless from and against any costs, damages, or expenses incurred as a result of its breach of any of its representations, agreements or warranties made herein.
  - a. In the event of any dispute involving a third party regarding the Ab-Away, the Intellectual Property, or any other matter relating to this Agreement, the Parties agree that they will coordinate all actions relating to such claims and cooperate at least as far as the attorney-client privilege permits.
  - b. InventorsU shall have full control and authority relating to any third party disputes, including the hiring of counsel, and the handling of any potential resolution.
2. Nothing in this Agreement shall impose any liabilities on InventorsU or any person related to InventorsU in connection with any third party dispute.
3. Nothing in this Agreement shall act as an indemnity for any of the Parties with respect to their attorney fees and other costs and or any ultimate judgment.

#### ARTICLE V

##### General Provisions

1. 
2. Severability. If any term or provision of the Agreement shall be found invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
3. Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.
4. Representation By Attorneys. THE PARTIES HAVE BEEN PROVIDED OPPORTUNITY TO CONSULT WITH THE ATTORNEYS OF THEIR CHOICE, AND HAVE EACH MADE THEIR OWN INDEPENDENT DECISION TO ENGAGE OR OTHERWISE CONSULT WITH THOSE EACH HAS DEEMED APPROPRIATE TO ASSIST IN CONNECTION WITH THE UNDERSTANDING AND EXECUTION OF THIS AGREEMENT. EACH PARTY RECOGNIZES AND ACKNOWLEDGES THAT SUFFICIENT TIME AND REVIEW HAS TAKEN PLACE IN ORDER TO MAKE AN APPROPRIATE DECISION REGARDING THE MEANING AND INTENT OF THE TERMS IN THIS AGREEMENT, AND ARE FULLY COMFORTABLE THAT THEY DO

UNDERSTAND EACH AND EVERY TERM AND WILL TAKE EVERY STEP NECESSARY TO EFFECTUATE THOSE TERMS AS PROPERLY REQUIRED BY LAW.

5. **Dispute Resolution.** The Parties agree that full transfer of all ownership rights has occurred at the time this Agreement is signed by the Parties. Seller agrees that Seller shall have and shall take no recourse whatsoever over the Intellectual Property. Instead, the Parties agree that the only recourse shall be to seek damages in an arbitration conducted by a three-arbitrator panel convening in Chicago, Illinois, under the auspices of and in accordance with the Commercial Rules of Arbitration of the American Arbitration Association or the then-existing arbitration rules governing commercial disputes. If any court action is required to enforce this arbitration agreement, or if any other action is needed, the sole and exclusive court for such action(s) shall be the United States Federal District Court for the Northern District of Illinois, Eastern Division. Applicable law in all such controversies and actions shall be the same as selected in this Agreement, without regard to any conflict of laws rules.
6. **Execution in Counterparts.** The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original agreement for evidentiary purposes, all of which shall be considered the same instrument.
7. **Titles and Headings.** The Parties have inserted the titles and headings to paragraphs and subparagraphs in this Agreement for the convenience of reference only and they shall not affect the interpretation or construction of this Agreement.
8. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties and their successors and assigns. This Agreement supersedes any and all prior understandings, written agreements, and oral undertakings between the Parties concerning the subject matter of this Agreement. This Agreement constitutes the complete understanding among the parties, and no alteration or modification of this Agreement will be valid unless made in a written instrument signed by the Parties affected.
9. **Notices.** All notices required herein shall be transmitted in a signed writing by telefax and by courier to the following addresses and numbers:

Ho Sung Chao  
Fu Shing South Road  
Taipei, Taiwan

InventorsUniverse.com, Inc.  
Michael Casey, President  
817 West Peachtree Street  
Atlanta, GA 30308  
Phone: 404-879-5300  
Fax: 404-879-5301

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized officers on this 2<sup>nd</sup> day of March, 2001.

INVENTORSUNIVERSE.COM, INC.

By: Ho Sung Chao  
Ho Sung Chao  
Principal

By: [Signature]  
Michael Casey  
President

Ho Sung Chao

By: Ho Sung Chao  
Ho Sung Chao