502003010 07/26/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
William Fauver	07/24/2012

RECEIVING PARTY DATA

Name:	Flex Shock, LLC
Street Address:	247 W. 38th Street
Internal Address:	3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7531068

CORRESPONDENCE DATA

 Fax Number:
 2122680904

 Phone:
 212-268-0900

 Email:
 alice@mt-iplaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Correspondent Name: Gloria Tsui-Yip
Address Line 1: 1350 Broadway
Address Line 2: Suite 802

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER: PASS_798-P-001

NAME OF SUBMITTER: Gloria Tsui-Yip

Total Attachments: 2

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> PATENT REEL: 028645 FRAME: 0869

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<u>ASSIGNMENT</u>

WHEREAS, William Fauver, an individual having an address at 1193 570 NER (100 EXAMPLE) TO STONER (100

WHEREAS, Flex Shock, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of New York and having offices and doing business at 247 W. 38th Street, 3rd Floor, New York, NY 10018, and elsewhere, hereinbelow called "Assignee," is desirous of securing the entire right, title and interest in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to Assignor in hand paid by the said Assignee, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Assignor, had sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them together with all claims for damages by reason of past infringement of said Letters Patent with the right to sue for, and collect, the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

TO HAVE AND TO HOLD the same to the full end of the terms or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by it had this sale and assignment not been made.

For the consideration aforesaid, Assignor hereby covenants and agrees to and with the said Assignee, its successors and assigns, that whenever its counselor representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with said application or invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, Assignor will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense.

For the consideration aforesaid, Assignor has sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and

PATENT REEL: 028645 FRAME: 0870 assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said applications; and Assignor hereby authorizes and empowers said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other for of protection on said invention in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another than the inventor; and Assignor hereby covenants and agrees to sign all papers and drawings, take all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, but at its or their expense.

Assignor declares further that all statements made herein of its own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

William Fauve

State of New York County of Queens

On July 21 200 before me, Syardenay Falmer, personally appeared William Falmer, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

SHARDENAY PALMER
Notary Public - State of New York
No. 61PA6217759
Qualified in Queens County
My Commission Expires Feb. 22, 2014

PATENT REEL: 028645 FRAME: 0871

RECORDED: 07/26/2012