

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Innovative Xercise Solutions, LLC</td> <td>08/20/2013</td> </tr> <tr> <td>Derek A. Mikulski</td> <td>08/20/2013</td> </tr> </tbody> </table>		Name	Execution Date	Innovative Xercise Solutions, LLC	08/20/2013	Derek A. Mikulski	08/20/2013				
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Derek A. Mikulski	08/20/2013										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>John R. Stoller</td> </tr> <tr> <td>Street Address:</td> <td>3075 Woodcreek Way</td> </tr> <tr> <td>City:</td> <td>Bloomfield Hills</td> </tr> <tr> <td>State/Country:</td> <td>MICHIGAN</td> </tr> <tr> <td>Postal Code:</td> <td>48304</td> </tr> </table>		Name:	John R. Stoller	Street Address:	3075 Woodcreek Way	City:	Bloomfield Hills	State/Country:	MICHIGAN	Postal Code:	48304
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13116149</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13116149						
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CORRESPONDENCE DATA											
<p>Fax Number: 2486425241  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 248 642 0500        Email: upfal@jackiergould.com        Correspondent Name: Nathan Upfal        Address Line 1: 121 W. Long Lake Road, Suite 200        Address Line 4: Bloomfield Hills, MICHIGAN 48304</p>											
NAME OF SUBMITTER:	Nathan Upfal										
Signature:	/Nathan Upfal/										
Date:	09/10/2013										
This document serves as an Oath/Declaration (37 CFR 1.63).											

OP \$40.00 13116149

**Total Attachments: 9**

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COLLATERAL ASSIGNMENT  
OF  
PATENT

Preamble

This Collateral Assignment of Patent (this "Assignment") is made on or as of August 20, 2013 (the "Loan Closing Date"), by Derek A. Mikulski, individually (the "Inventor"), and Innovative Xercise Solutions, LLC, a Michigan limited liability company (the "Borrower"), whose common address is 33811 Au Sable, Chesterfield, Michigan 48047, to and for the benefit of John R. Stoller, or his successors or assigns (the "Lender"), whose address is 3075 Woodcreek Way, Bloomfield Hills, Michigan 48304.

Introduction

- A. On the Loan Closing Date, Borrower is seeking to induce Lender to loan money and extend credit (the "Loan") to Borrower under and pursuant to a Promissory Note in the principal amount of two hundred thousand dollars (\$200,000.00) (the "Note"). In order to induce Lender to extend the Loan, Borrower has agreed to enter into one or more collateral assignments and other security instruments (collectively, the "Security Documents"), including, without limitation, this Assignment. The Note, this Assignment, the other Security Documents, and all other agreements, certificates and instruments executed by Borrower or any other obligor of the Indebtedness of Borrower to Lender pursuant thereto, or otherwise evidencing the Indebtedness of Borrower to Lender, are collectively referred to as the "Loan Documents".
- B. In order to induce Lender to make the Loan to Borrower, and to secure the payment and performance of the Loan, any other Indebtedness of Borrower to Lender, and Borrower's obligations under the Loan Documents, the Borrower desires to enter into this Assignment.
- C. Inventor is the inventor of the technology which is the subject matter of the Collateral, and the Borrower is the assignee of that technology as well as all other rights, title and interest of the Inventor in and to the Collateral.

Agreement

Therefore, Borrower represents, warrants, covenants and agrees as follows:

1. Definitions. Except as expressly set forth to the contrary in this Assignment, all definitions and terms used in this Assignment shall have the respective meanings given to them in the Loan Documents, and are incorporated within and made a part of this Assignment by reference.
2. Collateral Assignment and Security Interest. In order to secure the prompt, punctual and full payment and performance by Borrower of the Note and all other "Indebtedness", as this term is defined in the Loan Documents, of Borrower to Lender, without regard to the amount of such Indebtedness, whether such Indebtedness is now owed or later incurred, Borrower hereby grants to Lender a first priority security interest in, and assigns to Lender, all of Borrower's present and future rights, title and interest in, to the following patent application, and all patents issued upon grant of the following patent application if not yet granted, together with all goodwill associated therewith or derived therefrom; all files and records relating thereto; all rights, claims, causes of action, judgments, settlements or awards from or by reason of the patent; all rents, royalties, license fees, and income derived from the patent; and any and all proceeds (of sale, insurance, or otherwise), replacements, substitutions, additions, improvements, products and accessions to, for or of the foregoing (collectively, the "Collateral");

U.S. Application Number	13/116,149
Filing Date	May 26, 2011, as amended on December 11, 2012
Name of Applicant	Derek Mikulski
Assignee	Innovative Xercise Solutions, LLC

Title of Invention

Weight-Lifting Bars, Methods of Manufacturing the  
Weight-Lifting Bars, and a Method of Weight-Lifting

3. Representations and Warranties. Borrower represents and warrants to Lender as follows:

(1) The Borrower is the sole and exclusive owner of good and marketable title in and to the Collateral. To the knowledge of Borrower, no shareholder, director, officer, employee, agent or contractor of Borrower has any claim to any rights, title or interest in and to the Collateral.

(2) There is no claim pending or, to the actual knowledge of the Borrower, threatened (including, without limitation, by any current or former employee, consultant, independent contractor, customer or vendor), asserting that the ownership and/or use of any Collateral by the Borrower or any other individual, trust, corporation, limited liability company, partnership, sole proprietorship, joint venture, business division, business trust, estate, unincorporated association, or other entity, whether or not a legal entity, including, without limitation, a governmental authority (each a "Person") under authority from Borrower infringes upon or conflicts with the asserted rights of any Person, and Borrower has no knowledge of any facts upon which such a claim can reasonably or rightfully be made.

(3) To the knowledge of the Borrower, no Person is infringing upon or conflicting with the ownership or use of the Collateral by the Borrower.

(4) There are no claims or, to the knowledge of the Borrower, threatened claims or any reasonable or rightful basis for challenging or opposing the scope, validity, enforcement or use of any of the Collateral by the Borrower, and there is no outstanding proceeding, complaint, action, lawsuit, trial, warrant, charge, grievance, hearing, audit, investigation or inquiry, whether in law or in equity, whether criminal or civil, before or by any court, arbitrator, moderator, mediator, facilitator, adjudicator, panel, tribunal or judge (each a "Proceeding") by or before any international, federal, territorial, state, commonwealth, provincial, county, municipal, district or local governmental or quasi-governmental authority of any kind or nature, whether foreign or domestic, including, without limitation, any agency, department, bureau, branch, court, commission, tribunal or other governmental instrumentality, and/or any other entity or political subdivision exercising any executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, the foregoing (a "Governmental Authority"), including, without limitation, any resolved Proceeding to the extent of any outstanding order, writ, judgment, decree, injunction, ruling, compliance agreement, settlement agreement, determination or declaration, which continues to require Borrower to take or forbear from taking any action or subordinate or attorn to any Person, pertaining to or otherwise involving the Borrower's Collateral.

(5) Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan.

(6) Borrower has the power and authority to own its properties and to carry on its business as now being conducted and as presently contemplated.

(7) Borrower has the power and authority, and has been authorized by all votes or other action required under applicable law, to execute, deliver and perform this Assignment.

(8) Borrower is able to pay its debts and obligations as and when the same are due, and the value of Borrower's assets exceeds the amount of its liabilities.

(9) The execution, delivery and performance of this Assignment will not violate either any applicable law, regulation, judgment, consent decree, or court order binding on the Borrower, the Borrower's articles of incorporation and/or by-laws, and/or any loan agreement, security instrument, lease, purchase agreement, right of first refusal or other contract, obligation or commitment binding on the Borrower.

(10) The execution, delivery, and performance of this Assignment by Borrower does not require the vote, approval, consent, waiver, discharge, release, permit, license or other authority from any Person.

(11) Borrower is in compliance with all applicable foreign, federal, state and local laws, statutes, regulations, ordinances, rules, administrative and regulatory decrees, consent decrees, judgments and orders.

(12) To the best knowledge of Borrower, there is no legal, administrative, arbitration or other proceeding or governmental investigation, in law or in equity, in any local, state, federal, or international jurisdiction, by or before any Governmental Authority, pending or threatened, which (a) questions the validity of this Assignment, (b) if adversely determined would have a material adverse effect on the assets or condition, financial or otherwise, of the Borrower, or (c) if adversely determined would change the priority of the Lender's security interest in the Collateral.

(13) Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency laws or the liquidating of all or a substantial portion of its assets, and the Borrower has no knowledge of any Person contemplating the filing of any such petition against Borrower.

(14) There is no event of default under, or breach or violation of, this Assignment, and no event has occurred and is continuing which with notice or the passage of time or both would constitute such an event of default, breach or violation.

(15) Borrower's name and address are correctly set forth above in the preamble to this Assignment, and Borrower does not transact business under an assumed or fictitious name.

#### 4. Priority and Perfection of Security Interest

4.1 Borrower covenants that, at all times, the Collateral shall be free and clear of any mortgages, liens (including, without limitation, mechanics, warehousemen, laborers and landlords liens), equipment or other leases, pledges, security interests, collateral assignments, claims under bailment and storage agreements, restrictive conditions on use, equitable interests, preemptive rights, rights of first refusal, options, agreements to purchase, judgments, defects in title, and/or other encumbrances of whatever kind or description (collectively, the "Liens"), other than the following Liens (collectively, the "Permitted Liens"): Liens in favor of the Lender; unrecorded Liens securing the payment of taxes or assessments of a Governmental Authority with competent jurisdiction, not yet due; restrictions, easements and minor encumbrances in title which, in the sole opinion of Lender, do not and will not interfere with the use and enjoyment by the Borrower of the Borrower's Collateral in the normal course or impair the value of such Collateral; a Lien which is junior to and subordinated to the rights of Lender under a written subordination agreement permitted and accepted by Lender in writing within the sole discretion of Lender; and, a Lien which is subject to an intercreditor agreement permitted and accepted by Lender in writing within the sole discretion of Lender.

4.2 Borrower authorizes Lender to prepare and file now and at any time or times hereafter financing statements, continuation financing statements, assignments, certificates of title, affidavits, reports, notices, schedules of accounts, designations of inventory, letters of authority, recordation statements and all other documents that Lender may determine in a form satisfactory to Lender to perfect and consummate all of the transactions contemplated by this Assignment. If requested by Lender, Borrower shall promptly execute and deliver all of the same to Lender. Borrower shall pay the cost of filing or recording all of the same in all public offices deemed necessary by Lender. Borrower shall make appropriate entries on its books and records, and if requested by Lender will prominently mark the Collateral, to properly disclose Lender's security interest in the Collateral. Borrower hereby grants Lender an irrevocable power of attorney, coupled with an interest, to sign Borrower's name and otherwise execute on behalf of Borrower any financing statements or other documents reasonably required by Lender to perfect Lender's interests under this Assignment.

5. Covenants. So long as all or any part of the Indebtedness remains unpaid and outstanding, unless the Lender has given its consent in writing on a case by case basis within Lender's sole and absolute discretion:

5.1 Borrower shall defend the Collateral, and prosecute to the fullest extent permitted under applicable law all claims of or inuring to the benefit of Borrower on account of the infringement by any Person of the Collateral.

5.2 Borrower shall not permit or suffer any infringement, unauthorized use or other injury to the Collateral. Borrower shall maintain and hold the sole and exclusive right to make, use and sell the Collateral.

5.3 Borrower will not sell, assign, transfer, pledge, gift, or otherwise dispose of, encumber or cause a Lien to attach to the Collateral, except for Permitted Liens.

5.4 Borrower shall give the Lender immediate and prior notice of any change in the address of Borrower and/or if Borrower shall transact business under any name other than the name of Borrower set forth in the preamble to this Assignment. Borrower shall give the Lender immediate and prompt notice of any change of ownership of the equity interests of the Borrower.

5.5 Borrower shall give the Lender prompt written notice, and in any event within one business day, if there shall occur any breach or violation by Borrower of any of the Borrower's representations, warranties or covenants in this Assignment.

6. Elective Remedies. In the event of any default, Default, event of default, Even of Default, or other such breach or violation of the Loan Documents (each a "Default"), which continues following the expiration of any cure period or periods expressly set forth in the Loan Documents, Lender shall have the right to exercise each and every one of the following remedies:

- (1) Lender may cause the entire interest of the Borrower in and to the Collateral to be assigned to and in the name of Lender or its nominee or assignee, without further notice, consent or action.
- (2) Lender may cause the Collateral to be possessed, managed and/or held by a receiver for the benefit of Lender.
- (3) Lender may collect all rents, royalties, license fees, and other income derived from the Collateral.
- (4) Lender may exercise any and all other rights and remedies available under the Loan Documents and/or applicable law.

Each remedy shall be cumulative and in addition to any other remedy of Lender at law, in equity or by statute, any and all of which may be exercised either consecutively or simultaneously. No delay or omission to exercise any right or remedy shall impair any such right or remedy or shall be construed to be a waiver of, or acquiescence in, any Default.

7. Indemnification. Borrower absolutely, unconditionally and irrevocably agrees to indemnify, save and hold Lender harmless from and against all actual, compensatory, consequential, incidental, exemplary, punitive, future, or other damages, and all injuries, losses, liabilities, costs, expenses, claims, and demands, including, without limitation, attorneys' and accountants' fees, penalties and interest, and all manner of action and causes of action, suits, controversies, debts, judgments, and awards now or at any time hereafter suffered by or asserted against Lender, arising out of, by reason of or in connection with any Default under this Assignment and/or the other Loan Documents; the exercise by Lender of its rights and remedies under this Assignment and/or the other Loan Documents; the infringement of the

Collateral on the rights of any Person; and/or the Lender being made a party to any claim, lawsuit or other Proceeding by reason of this Assignment and/or the other Loan Documents.

8. Reimbursement Of Expenses. Borrower shall reimburse Lender for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in enforcing the rights of Lender under this Assignment. Such costs and expenses shall include, without limitation, costs or expenses incurred by Lender in any bankruptcy, reorganization, insolvency or other similar proceeding. Any reference in this Assignment to attorneys' fees shall mean reasonable fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or proceeding is instituted, and whether incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding, in a workout, in consultation with counsel, or otherwise. All costs, expenses and fees of any nature for which Borrower is obligated to reimburse or indemnify Lender are part of the Indebtedness secured by this Assignment and are payable upon demand, unless expressly provided otherwise, with interest at the highest rate charged by Lender on any of the Indebtedness (but not to exceed the maximum rate permitted by law).

9. Waivers

9.1 Borrower hereby waives to the full extent permitted under applicable law:

- (a) the absence of, or failure of Lender to seek or enforce, any action, lawsuit, or other proceeding, whether in law or in equity;
- (b) any failure or delay in the enforcement of Note, Indebtedness or Loan Documents;
- (c) diligence, demand for payment, protest and notice;
- (d) any requirement of an independent investigation or due diligence conducted by Lender or knowledge of Lender relating to the business and affairs of Borrower and/or to the Collateral; and/or
- (e) any defense of usury.

9.2 Borrower agrees that no security now or subsequently held by Lender for the payment of the Indebtedness, whether in the nature of a security interest, pledge, lien, assignment, setoff, suretyship, guaranty, indemnity, insurance or otherwise, and no act, omission or other conduct of Lender in respect of such security shall affect in any manner whatsoever the unconditional obligation of this Assignment. Lender in its sole discretion and without notice to Borrower, may release, exchange, enforce, apply the proceeds of and otherwise deal with any such security without affecting in any manner the unconditional obligation of this Assignment.

9.3 Without limiting the generality of the foregoing, the Borrower's obligations under this Assignment and the rights of the Lender to enforce the same shall not be in any way affected by either:

- (a) the insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding up or other proceeding involving or affecting Borrower or others; and/or
- (b) any change of ownership of Borrower or any other Person; and/or
- (c) the death of any individual obligor liable for payment of the Indebtedness.

9.4 Lender, in its discretion, may extend, in whole or in part, by renewal or otherwise, the time of payment of any Indebtedness, and/or extend, in whole or in part, the time permitted for Borrower or others to perform any act or acts as may seem advisable to Lender at any time and from time to time,

and/or permit Borrower to incur additional indebtedness to Lender; provided, in no event, shall any of the foregoing terminate, affect, or impair the validity or enforceability of this Assignment or the obligations of Borrower hereunder.

10. Reinstatement. Notwithstanding any revocation, termination, surrender or discharge of the Note, this Assignment and/or the other Loan Documents, or of any lien, pledge or security interest securing payment of the Loan, the effectiveness of the Note, this Assignment and/or the other Loan Documents, and of all liens, pledges and security interests securing payment of the Loan, shall automatically continue or be reinstated in the event that any payment received by or credit given to the Lender in respect of the Indebtedness is returned, discharged, disgorged or rescinded under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy or insolvency, in which case the Note, this Assignment, the other Loan Documents and all liens, pledges and security interest securing payment of the Loan, shall be enforceable against Borrower as if the returned, discharged, disgorged or rescinded payment or credit had not been received by, or given to, the Lender, and whether or not the Borrower relied upon this payment or credit or changed its position as a consequence of it. In the event of the continuation or reinstatement of the Note, this Assignment, the other Loan Documents and the liens, pledges and security interests securing payment of the Loan, Borrower agrees, upon demand by the Lender, to execute and deliver to the Lender those certificates, instruments, agreements and documents which the Lender reasonably determines are appropriate to further evidence in the public records or otherwise this continuation or reinstatement, although the failure of Borrower to do so shall not affect in any way the reinstatement or continuation.

#### 11. General Terms and Conditions

11.1 Notices. All notices, communications and waivers under this Assignment shall be in writing and shall be either (1) mailed, postage prepaid, either by registered or certified mail, return receipt requested, in which case such notice will be effective on the first to occur of receipt or the third business day following the postmark date, or (2) delivered by personal service or overnight express carrier, marked for overnight delivery and with all overnight delivery charges prepaid, in which case such notice will be effective on the first to occur of receipt or the next business day following the date on which the notice is consigned for delivery. Each notice will be deemed received as and when delivery is refused by the recipient. Notwithstanding the foregoing, all payments to Lender will be deemed received only upon actual receipt by Lender. Borrower assumes all risks of loss of any such payment.

11.2 Statute of Frauds. All promises made by Lender related to this Assignment are in this Assignment. This Assignment is the final agreement between Lender and Borrower. It may not be contradicted by prior, contemporaneous, or subsequent oral agreements or representations. All prior and contemporaneous oral agreements and representations, if any, between Lender and Borrower are merged into this Assignment and do not survive this Assignment's execution.

11.3 Effectiveness. This Assignment shall become effective only after it has been executed by both Lender and Borrower.

11.4 No Waiver. No delay on the part of Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude other or further exercise thereof, or be deemed to establish a custom or course of dealing or performance between the parties hereto, or preclude the exercise of any other right, power or privilege.

11.5 Modification. No waiver of any provision of this Assignment shall be effective unless the same shall be in writing signed by Lender, and then such waiver shall be effective only in the specific instance and for the purpose for which given. An amendment, allonge, extension, modification, renewal, replacement, restatement or supplement to this Assignment will only be effective if consented to in writing by Lender and Borrower. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in the same, similar or other circumstances. This Assignment may not be modified by contrary course of conduct or usage of trade. Lender shall not be deemed to have



consented to any modification or waiver by its silence, even if Lender fails, refuses or delays its response to a request for modification or waiver from Borrower.

11.6 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Borrower and Lender, provided, Borrower shall not have the right to assign this Assignment or any rights or obligations under this Assignment without the prior express written consent of Lender which consent may be withheld or conditioned in the sole and absolute discretion of the Lender. Any purported assignment made in violation hereof shall be void.

11.7 Acknowledgment. Borrower acknowledges and agrees that it has fully read this Assignment; it has been given the opportunity to consult with legal counsel and other advisors; it is entering into this Assignment in its business judgment, knowingly and voluntarily, and without duress, coercion, unlawful restraint, intimidation or compulsion; and it is not relying on the advice or opinions of Lender or Lender's agents. Each party to this Assignment participated in the drafting, preparation and negotiation of this Assignment. Therefore, no one party to this Assignment is or should be considered to be the drafter of this Assignment, and any rule of construction which favors or gives the benefit of any doubt, uncertainty or ambiguity over the interpretation of this Assignment to one party over the other shall not be applicable, even if one party physically reduced this Assignment to writing.

11.8 CHOICE OF LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY, CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MICHIGAN (UNITED STATES) AND APPLICABLE FEDERAL LAW, WITHOUT REGARD TO ANY CONTRARY CONFLICTS OR CHOICE OF LAW REQUIREMENTS OF THE STATE OF MICHIGAN OR ANY OTHER JURISDICTION.

11.9 JURISDICTION AND VENUE. BORROWER CONSENTS THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE INSTITUTED BY BORROWER EXCLUSIVELY IN THE COURTS OF OAKLAND COUNTY, MICHIGAN. IF LENDER INITIATES ANY ACTION OR PROCEEDING UNDER OR PURSUANT TO THIS ASSIGNMENT, LENDER SHALL BE PERMITTED TO DO SO IN ANY COURT OF COMPETENT JURISDICTION. BORROWER EXPRESSLY WAIVES ANY DEFENSE OR IMMUNITY BASED ON INCONVENIENCE OF FORUM, LACK OF VENUE, LACK OF RESIDENCE OR OTHER REASONS. BORROWER WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO SECTION 11.1. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

11.10 WAIVER OF RIGHT TO JURY TRIAL. BORROWER AND LENDER UNDERSTAND THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THE SAME MAY BE WAIVED. EACH OF THEM, AFTER CONSULTATION OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN THE EVENT OF ANY LITIGATION OR COURT PROCEEDING REGARDING PERFORMANCE OR ENFORCEMENT OF OR IN ANY WAY RELATED TO THE LOAN, THIS ASSIGNMENT, THE NOTE, OR ANY OTHER LOAN DOCUMENTS.

11.11 TIME OF ESSENCE. TIME IS OF THE ESSENCE FOR THE PERFORMANCE BY BORROWER OF THE OBLIGATIONS SET FORTH IN THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS.

11.12 Construction

11.12.1 Nouns and Pronouns. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

11.12.2 Descriptive Headings and Captions. The headings and captions to the sections and subsections of this Assignment are inserted for reference only and are not to be either taken as limiting or extending the provisions of this Assignment, or given any effect on the construction or interpretation of this Assignment.

11.12.3 Include or Including. Whenever the words "include", "includes" and "including" are used in this Assignment, such words shall be deemed to be followed by the words "without limitation".

11.12.4 Borrower's Knowledge. Any statements, representations or warranties that are based upon the knowledge of the Borrower shall be deemed to have been made after due inquiry by the Borrower with respect to the matter in question.

11.13 Signatures. This Assignment may be executed in separate counterparts, none of which need contain the signatures of both the Borrower and Lender, and all of which taken together shall constitute one and the same instrument. A facsimile, image file, or other electronic copy of this Assignment will be effective as if an original.

11.14 Relationship Between Lender and Borrower. Neither this Assignment, the making of the Loan nor anything entered into or undertaken pursuant to or in connection with this Assignment by either Lender or Borrower shall create any relationship of agency, partnership, co-venture or joint venture between Lender and Borrower.

11.15 Severability. If any provision of this Assignment is or becomes unenforceable in whole or in part for any reason, the remaining provisions shall continue to be effective, provided, Lender at its option shall have the right to terminate the Loan in which case all amounts due and owing hereunder shall then be immediately due and payable in their entirety, even if before the maturity date of the Indebtedness, if Lender determines that it is unable to exercise those rights and remedies otherwise purported to be available to Lender under this Assignment and/or the other Loan Documents which Lender determines to be necessary and material.

SIGNATURES ON FOLLOWING PAGE  
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SIGNATURE PAGE  
TO  
COLLATERAL ASSIGNMENT  
OF  
PATENT

In the presence of the witnesses whose signatures appear below, Borrower has caused this Assignment to be duly executed on the Loan Closing Date.

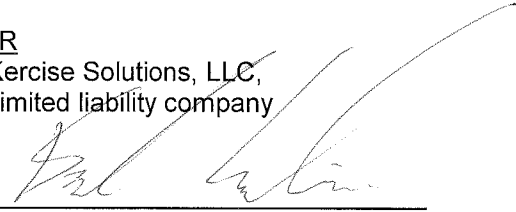
WITNESS

\_\_\_\_\_

BORROWER

Innovative Xercise Solutions, LLC,  
a Michigan limited liability company

By


  
\_\_\_\_\_  
Derek A. Mikulski  
Its: Manager

INVENTOR

  
\_\_\_\_\_  
Derek A. Mikulski, Individually

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me on August 20, 2013, by Derek A. Mikulski, individually, and Derek A. Mikulski, the Manager of Innovative Xercise Solutions, LLC, a Michigan limited liability company, on behalf of said company.

  
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Nathan Upfal  
Notary Public, Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: May 20, 2015

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This instrument was drafted by:

Nathan Upfal, Attorney at Law  
Nathan Upfal, P.C.  
121 West Long Lake Road, Suite 200  
Bloomfield Hills, Michigan 48304  
Telephone 248-642-0500

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