

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2627262

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ANDREW P. LULL		08/21/2013
PATRICK A. WARNER		08/23/2013
RECEIVING PARTY DATA		
Name:	FOUNDATION FITNESS, LLC	
Street Address:	1732 NW QUIMBY	
Internal Address:	SUITE 250	
City:	PORTLAND	
State/Country:	OREGON	
Postal Code:	97209	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14011297	
CORRESPONDENCE DATA		
Fax Number:		
Phone:	816-753-1000	
Email:	uspt@polsinelli.com	
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>		
Correspondent Name:	POL SINELLI PC	
Address Line 1:	900 WEST 48TH PLACE	
Address Line 2:	SUITE 900	
Address Line 4:	KANSAS CITY, MISSOURI 64112-1895	
ATTORNEY DOCKET NUMBER:	063174-460964	
NAME OF SUBMITTER:	HELEN MISWELL	
Signature:	/Helen Miswell for Gregory P. Durbin/	

CH \$40.00 14011297

Date:

11/25/2013

Total Attachments: 4

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**ASSIGNMENT**

WHEREAS, we, Andrew P. Lull, residing at 4889 Kellogg Circle, Boulder, CO, and Patrick A. Warner, residing at 5459 Seneca Place, Boulder, CO (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a provisional patent application titled "APPARATUS, SYSTEM AND METHOD FOR POWER MEASUREMENT AT A CRANK AXLE AND CRANK ARM," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 61/693,967, filed on August 28, 2012 (the "Provisional Application") with attorney docket no. 063174-445511, and in a utility application for Letters Patent in the United States ("U.S."), titled "APPARATUS, SYSTEM AND METHOD FOR POWER MEASUREMENT AT A CRANK AXLE AND CRANK ARM," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 14/011,297, filed on August 27, 2013, 2013 (the "Utility Application") with attorney docket no. 063174-460964; and

WHEREAS, Assignor is desirous of assigning the Provisional Application, the Utility Application, any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights"); and

WHEREAS, Foundation Fitness, LLC, a limited liability company organized and existing under the laws of the State of Oregon, and having its principal place of business at 1732 NW Quimby, Suite 250 Portland, OR 97209 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as

necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

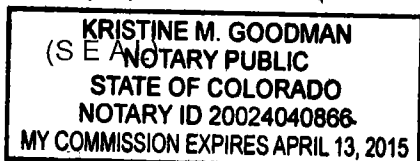
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 08/21/13

By: *Andrew P. Lull*  
Andrew P. Lull

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

On this 21<sup>st</sup> day of August, 2013, before me a Notary Public in and for said county, personally appeared Andrew P. Lull who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.



*Kristine M. Goodman*  
Notary Public

My commission expires: April 13, 2015

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 8/23/13

By: Patrick A. Warner  
Patrick A. Warner

STATE OF COLORADO )  
COUNTY OF DENVER ) ss.

On this 23<sup>rd</sup> day of August, 2013, before me a Notary Public in and for said county, personally appeared Patrick A. Warner who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E) KRISTINE M. GOODMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20024040866  
MY COMMISSION EXPIRES APRIL 13, 2015

Kristine M. Goodman  
Notary Public

My commission expires: April 13, 2015.

**ACCEPTANCE OF ASSIGNMENT**

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

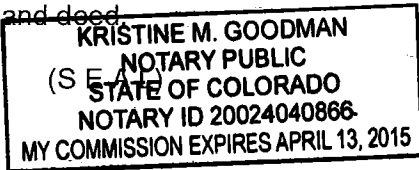
Foundation Fitness, LLC

Date: 8/23/13

By: Patrick A Warner  
Name: Patrick A Warner  
Title: Senior Vice President

STATE OF COLORADO )  
COUNTY OF DENVER ) ss.

On this 23rd day of August, 2013, before me a Notary Public in and for said county, personally appeared Patrick A Warner, the above-mentioned representative of the Assignee, Foundation Fitness, LLC, who executed the foregoing patent Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.



Kristine M. Goodman  
Notary Public

My commission expires: April 13, 2015.