

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2936741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARKO VUJICIC	12/08/2011
MARK CHILES	12/08/2011
GREG WALLACE	12/08/2011
RECEIVING PARTY DATA	
Name:	RELAY FITNESS GROUP
Street Address:	3189 AIRWAY AVENUE, SUITE F
City:	COSTA MESA
State/Country:	CALIFORNIA
Postal Code:	92626
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13106497
PCT Number:	US2011036264
Application Number:	61334396
CORRESPONDENCE DATA	
Fax Number:	(800)861-3071
<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:	949-743-4912
Email:	Quan@ntiplaw.com
Correspondent Name:	NGUYEN AND TARBET LLC
Address Line 1:	4199 CAMPUS DRIVE, SUITE 550
Address Line 4:	IRVINE, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	RELAY 11.01
NAME OF SUBMITTER:	QUAN NGUYEN
SIGNATURE:	/Quan Nguyen/
DATE SIGNED:	07/14/2014
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
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AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

THIS AMENDED AND RESTATED SHAREHOLDERS AGREEMENT (this "*Restated Agreement*"), dated as of December 8, 2011 ("*Effective Date*"), is entered into by and among (i) RELAY FITNESS GROUP, a California corporation (the "*Company*"), (ii) the holders of Common Stock (as defined below) listed on Exhibit "A" hereto (the "*Management Shareholders*"); and (iii) SHINN FU CORPORATION, a Taiwan corporation ("*Investor*"). The Management Shareholders and Investor are sometimes referred to in this Restated Agreement collectively as the "*Shareholders.*"

ARTICLE 10

TRANSFER OF INTELLECTUAL PROPERTY

10.1 Transfer of Intellectual Property. The Common Shareholders hereby agree to grant, assign, transfer and convey to the Company any and all rights, interests, and title to the Intellectual Property each Common Shareholder owns. "*Intellectual Property*" shall mean certain names, symbols, designs, logos, trademarks, formulas, molds, copyrights, ideas, processes, products, compilations, patterns, programs, drawings, models, blueprints, specifications, unwritten knowledge, techniques, devices, processes, practices, methods or know-how, work in progress, and/or services marks as set forth in Exhibit "D" herein.

10.2 Transfer of Future Intellectual Property.

(a) The Common Shareholders hereby agree to grant, assign, transfers and convey to the Company any and all rights, interests, and title to certain names, symbols, designs, logos, trademarks, formulas, molds, copyrights, ideas, processes, products, compilations, patterns, programs, drawings, models, blueprints, specifications, unwritten knowledge, techniques, devices, processes, practices, methods or know-how, work in progress, and/or services marks created, designed and invented by the Common Shareholders in the future while working for the Company as an employee and/or serving as an officer/director (the "*Future Intellectual Property*").

(b) The Future Intellectual Property shall be deemed a work-for-hire within the meaning of the U.S., EC and any other applicable copyright laws as a specially commissioned work. Without limiting the foregoing, the Common Shareholders hereby irrevocably and absolutely transfers, set over and grants to the Company and to its successors and assigns, forever, without limitation and for all purposes whatsoever, each and every and all rights and interests of every kind and character whatsoever in and to the Intellectual Property created by the Common Shareholders, pursuant to the provisions hereof, including without limitation the rights to designs, formulas, moldings and packaging of the product(s) of the Company.

ARTICLE 11

MISCELLANEOUS

11.1 Termination.

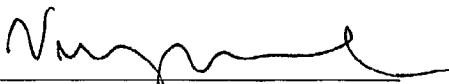
(a) This Agreement shall expire and terminate upon the earlier of the written consent of the Company and the Shareholders to terminate this Agreement (subject to the conditions on amending or revoking director designation rights in Section 11.6 below).

(b) This Agreement may be terminated at any time:

IN WITNESS WHEREOF, the parties have executed this Shareholders Agreement as of the date first above written.

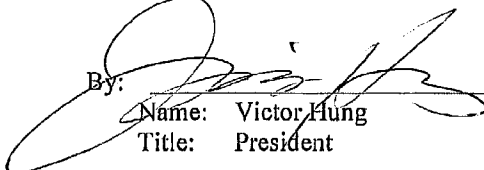
COMPANY:

RELAY FITNESS GROUP

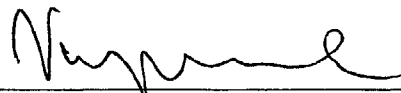
By: 
Name: Marko Vujicic
Title: Chief Executive Officer

INVESTOR:

SHINN EU CORPORATION

By: 
Name: Victor Hung
Title: President

COMMON SHAREHOLDERS:


MARKO VUJICIC


GREG WALLACE


MARK CHILES

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Marko Vujicic, Mark Chiles and Greg Wallace, each an individual resident of the state of California (collectively, "Assignor"), do hereby sell, assign, transfer, and convey unto Relay Fitness Group, a California Corporation, having an address at 3189 Airway Avenue, Suite F, Costa Mesa, California 92626 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"), whether in whole or in part:

(a) the provisional patent applications, patent applications and patents listed in the table below (the "Patents");

<u>Patent or App. No.</u>	<u>Country Jurisdiction</u>	<u>Filing Date</u>	<u>First Named Inventor; Title of Invention</u>
13/106,497	U.S.	05/12/2011	Marko Vujicic: Exercise Cycle with Planetary Gear System And Rolling Recoiled Lateral Motion System
International Application No. PCT/US2011/036264	China	11/13/2012	Exercise Cycle with Planetary Gear System and Rolling Recoiled Lateral Motion System
100141275	Taiwan		Exercise Cycle with Planetary Gear System and Rolling Recoiled Lateral Motion System
3567/KOLNP/2012	India	11/16/2012	Exercise Cycle with Planetary Gear System and Rolling Recoiled Lateral Motion System
EPI1781275.0	Europe	05/12/2011; claimed priority date of 05/13/2010	Marko Vujicic; Mark Chiles; Greg Wallace: Exercise Cycle with Planetary Gear System and Rolling Recoiled Lateral Motion System
Canadian National Phase Entry of PCT/US2011/036264	Canada	05/12/2011	Marko Vujicic; Mark Chiles; Greg Wallace: Exercise Cycle with Planetary Gear System and Rolling Recoiled Lateral Motion System
Australian Patent No. 2011253038 (National Phase Entry of PCT/US2011/036264)	Australia	05/12/2011	Marko Vujicic; Mark Chiles; Greg Wallace: Exercise Cycle with Planetary Gear System and Rolling Recoiled Lateral Motion System

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

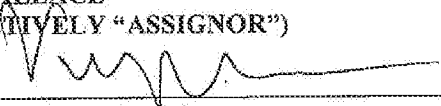
(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.


Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

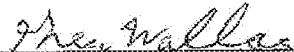
Assignor will, at the reasonable request of Assignee, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at COSTA MESA
on September 15, 2013.

MARKO VUJICIC
MARK CHILES
GREG WALLACE
(COLLECTIVELY "ASSIGNOR")

By: 
Name: Marko Vujicic

By: 
Name: Mark Chiles

By: 
Name: Greg Wallace