

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PETER L. CASSIDY PHILLIPS	10/16/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TRIGGER POINT PERFORMANCE, INC.
<b>Street Address:</b>	5321 INDUSTRIAL OAKS BLVD., SUITE 110
<b>City:</b>	AUSTIN
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78735
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7223251
Patent Number:	7156817
Application Number:	29423715
Application Number:	29423719
Application Number:	29423722
Application Number:	13373953
Application Number:	29498600
Application Number:	29498377
Application Number:	29498378
Application Number:	29498379
Application Number:	29502269
<b>CORRESPONDENCE DATA</b>	
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<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>	
<b>Phone:</b>	314-259-2000
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<b>Correspondent Name:</b>	LUCINDA A. ALTHAUSER
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<b>ATTORNEY DOCKET NUMBER:</b>	C076610/0372694

PATENT

<b>NAME OF SUBMITTER:</b>	LUCINDA A. ALTHAUSER
<b>SIGNATURE:</b>	/Lucinda A. Althausen/
<b>DATE SIGNED:</b>	10/21/2014
<b>Total Attachments: 4</b> source=Cassidy Phillips - IP Assignment#page1.tif source=Cassidy Phillips - IP Assignment#page2.tif source=Cassidy Phillips - IP Assignment#page3.tif source=Cassidy Phillips - IP Assignment#page4.tif	

## ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Peter L. Cassidy Phillips, of Austin, TX, also known as "Cassidy Phillips" (hereinafter referred to as "Assignor") hereby assign, transfer, set over, convey, and deliver to Trigger Point Performance, Inc., a Texas corporation, with a principal place of business located at 5321 Industrial Oaks Blvd., Suite 110, Austin, TX 78735, its successors and assigns (collectively referred to herein as "Assignee") my entire right, title, and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto:

1. In, to, and under any and all subject matter of the invention(s) disclosed and/or claimed in:

the application for United States utility patent, titled MESSAGE BALL, filed in the U.S. Patent and Trademark Office on 4 August 2003, assigned Serial No. 10/634,031, and issued as U.S. Pat. No. 7,223,251 on 29 May 2007;

the application for United States utility patent, titled MESSAGE BALL, filed in the U.S. Patent and Trademark Office on 21 April 2003, assigned Serial No. 10/419,460, and issued as U.S. Pat. No. 7,156,817 on 2 January 2007;

the application for United States utility patent, titled MESSAGE ROLLER filed in the U.S. Patent and Trademark Office on filed 13 January 2010, and assigned Serial No. 12/657,111;

the application for United States design patent, titled ROLLER, filed in the U.S. Patent and Trademark Office on 4 June 2012, assigned Serial No. 29/423,715, and now abandoned;

the application for United States design patent, titled ROLLER, filed in the U.S. Patent and Trademark Office on 4 June 2012, assigned Serial No. 29/423,719, and now abandoned;

the application for United States design patent, titled ROLLER, filed in the U.S. Patent and Trademark Office on 4 June 2012, assigned Serial No. 29/423,722, and now abandoned;

the application for United States utility patent, titled MYFASCIAL COMPRESSION CONNECTIVE TISSUE THERAPY METHODS, filed in the U.S. Patent and Trademark Office on 6 December 2011, and assigned Serial No. 13/373,953;

the application for United States design patent, titled CAP, filed in the U.S. Patent and Trademark Office on 5 August 2014, and assigned Serial No. 29/498,600;

the application for United States design patent, titled ROLLER, filed in the U.S. Patent and Trademark Office on 2 August 2014, and assigned Serial No. 29/498,377;

the application for United States design patent, titled ROLLER, filed in the U.S. Patent and Trademark Office on 2 August 2014, and assigned Serial No. 29/498,378;

the application for United States design patent, titled ROLLER, filed in the U.S. Patent and Trademark Office on 2 August 2014, and assigned Serial No. 29/498,379; and

the application for United States design patent, titled HANDLE, filed in the U.S. Patent and Trademark Office on 12 September 2014, and assigned Serial No. 29/502,269;

copies of which have been provided to me and I have reviewed;

2. In, to, and under said applications, and any and all provisional, continuation, continuation-in-part, continued prosecution, requests for continued examination, divisional, design, and industrial design applications thereof;

3. In, to, and under my exclusive right to make and prosecute any and all applications for patents, reissues, renewals, and extensions thereof;

4. in, to, and under any and all patents and Convention and Treaty rights of all kinds (including rights in industrial design), in the United States of America and all other countries throughout the world, for all such subject matter;

5. In, to, and under any and all know-how or confidential, proprietary, or trade secret information relating to any such subject matter, applications, patents, or technology;

6. In, to, and under the right to sue for present, past, and future infringement or misappropriation relating to any such subject matter, applications, patents, or technology;

7. In, to, and under the right to enforce any rights and file any causes of action, in law and/or equity, relating to any such subject matter, applications, patents, or technology; and

8. In, to, and under the right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any such subject matter, applications, patents, or technology.

The above rights, titles, and interests are to be held and enjoyed by Assignee and its successors and assigns as fully and exclusively as they would have been held and

enjoyed by Assignor had this assignment not been made. I authorize and request the applicable official having authority to issue patents or corresponding rights to issue the same on the subject matter of the said invention(s) to Assignee, its successors and assigns.

The above rights, titles, and interests were previously assigned to the Assignee pursuant to that certain Assignment dated September 18, 2014 by and between the Assignor and Assignee, and this Assignment shall serve as a confirmation of the assignment for purposes of recordation with the United States Patent and Trademark Office.

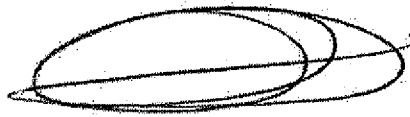
I hereby agree for myself and for my heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents or industrial designs of any country, that may be deemed necessary by said Assignee fully to secure to said Assignee its interest as aforesaid in and to said invention(s) or any part thereof, and in and to said several patents, industrial designs, or any of them. I further agree that I will provide information within my knowledge or belief, and do any and all other relevant things that Assignee, its successors, assigns, or legal representatives deem necessary or desirable and request of me in connection with obtaining or maintaining any such patents, industrial designs, or rights; in connection with any proceeding, controversy, or litigation pertaining to any such patents or rights; in order to perfect and enforce the ownership by Assignee, its successors and assigns, of the right, title, and interest conveyed by this assignment or in connection with this assignment, without payment of consideration to me beyond that called for in a written agreement with Assignee on the understanding, however, that Assignee will bear all reasonable expenses actually incurred for or in connection with such matters.

I grant to Assignee, its successors, assigns, and legal representatives the power to insert on this assignment any further identification, including application numbers and filing dates, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any foreign patent or industrial office for recordation of this document.

This assignment and the obligations assumed by me shall be binding on my heirs and personal representatives.

IN WITNESS WHEREOF, I have hereunto set my hand.

10.16.2014  
Date

  
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Peter L. Cassidy Phillips