PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
PATRICK GERALD WHALEY	10/29/2014	

RECEIVING PARTY DATA

Name:	TITIN ATHLETICS, LLC	
Street Address:	112 WINDSOR GATE	
City:	LAKE SUCCESS	
State/Country:	NEW YORK	
Postal Code:	11020	

PROPERTY NUMBERS Total: 3

Property Type	Number		
Patent Number:	8375465		
Application Number:	13768045		
Application Number:	13940294		

CORRESPONDENCE DATA

Fax Number: (212)983-0772

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.

Phone: 212-986-1200

Email: wcox@gordonherlands.com

WILLIAM H. COX **Correspondent Name:**

Address Line 1: 355 LEXINGTON AVENUE

Address Line 2: C/O GORDON, HERLANDS, RANDOLPH - 10TH FL

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	3051.56
NAME OF SUBMITTER:	WILLIAM H. COX
SIGNATURE:	/William H. Cox/
DATE SIGNED: 10/30/2014	
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 4

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PATENT ASSIGNMENT

This ASSIGNMENT is effective as of the 29th day of October, 2014, by PATRICK GERALD WHALEY, AN INDIVIDUAL with an address at 6115 Polo Drive, Cumming, Georgia 30040 ("Assignor"), to TITIN ATHLETICS, LLC, a New York limited liability company with an address at 112 Windsor Gate, Lake Success, NY 11020 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in the inventions, patents and patent applications listed in Schedule A attached hereto (referred to collectively as the "Patents");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to said Patents;

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all right, title, and interest in and to the Patents throughout the United States of America, its territories, and all foreign countries, including the right to claim priority under United States law or international convention, and including any and all inventions described therein, and all provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals, substitutes and extensions of any of the foregoing and any and all patents issuing on or from any of the foregoing patent applications, and any and all reissues, reexaminations, renewals, substitutes and extensions thereof.

NOW, THEREFORE, as of the date first written above. Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in, to, and under the Patents, including the right to claim priority under United States law or international convention, and including any and all inventions described therein, and all provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals, substitutes and extensions of any of the foregoing and any and all patents issuing on or from any of the foregoing patent applications, and any and all continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals, substitutes and extensions thereof, all rights to sue for infringement of any Patents, whether arising prior to or subsequent to the date of this Assignment, together with all choses in action, the right to sue for past, present and future infringements, and to collect damages and costs for all past, present and future infringements, the same to be held and enjoyed by said Assignce, its successors and assigns, from and after the date herein above written, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, and requests the Commissioner for Patents of the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States authorized to issue patents on applications aforesaid, to record Assignee as the owner of such Patents and to issue all Letters Patent for said Patents to be in the name of Assignee, as assignee of the Patents, for the sole use of Assignee, its successors, assigns or other legal representatives.

IN ADDITION, Assignor covenants and agrees that it will use commercially reasonable efforts to execute or cause the execution of any further assurance of title to any of the foregoing Patents or inventions described therein, and to, at any time, upon the reasonable request and at the expense of Assignee, deliver, or cause to be delivered, any testimony in any interference, litigation or proceeding related thereto and execute, or cause to be executed, all papers that may be necessary or desirable to perfect the title to said inventions or any patent which may be granted therefor in Assignee, its successors, assigns or any other legal representatives, and make, or cause to be made, to the extent possible, all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of Assignee, its successors, assigns or other legal representatives.

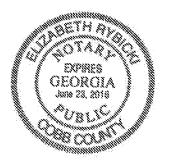
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

Patrick Whaley

STATE OF <u>Georgia</u>) ss.: COUNTY OF <u>Cobb</u>)

On the Aid day of October, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick Whaley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the persons upon behalf of which the individual acted, executed the instrument.



IN WITNESS WHEREOF, Assignee has caused its duly authorized officer to execute this Assignment as of the date first above written.

TITIN ATHLETICS, LLC

STATE OF NEW YORK

) ss.:

COUNTY OF NEW YORK)

On the 30 day of October, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce Weisfeld, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PETER J. VRANUM Notary Public, State of New York
No. 02-VR6226827
Qualified in New York County
Commission Expires August 16, 20

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

1111.5		FA13.53.50.	SERIAL NO		REG. DATE
Drag Inducing Swimwear	U.S.A.	8,375,465	12/508,237	7/23/2009	2/19/2013
	U.S.A.		13/768,045	2/15/2013	
	U.S.A.		13/940294	7/12/2013	

PATENT REEL: 034075 FRAME: 0357

RECORDED: 10/30/2014