

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3236812

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| KINETIC MUSCLES, INC. | 01/26/2015 |
| RECEIVING PARTY DATA | |
| Name: | EDWARD KOENEMAN |
| Street Address: | 2751 E. HALE |
| City: | MESA |
| State/Country: | ARIZONA |
| Postal Code: | 85213 |
| Name: | PAUL KOENEMAN |
| Street Address: | 4955 DIXIE HIGHWAY, NE |
| Internal Address: | #703 |
| City: | PALM BAY |
| State/Country: | FLORIDA |
| Postal Code: | 32905 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 8214029 |
| Patent Number: | 7725175 |
| CORRESPONDENCE DATA | |
| Fax Number: | (480)655-7099 |
| <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: | 4806557440 |
| Email: | Lindsey@GundersonDenton.com |
| Correspondent Name: | BERT D. MILLETT |
| Address Line 1: | 1930 N. ARBOLEDA |
| Address Line 2: | SUITE 201 |
| Address Line 4: | MESA, ARIZONA 85213 |
| NAME OF SUBMITTER: | BERT D. MILLETT |
| SIGNATURE: | /Bert D. Millett/ |

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| DATE SIGNED: | 02/23/2015 |
| | This document serves as an Oath/Declaration (37 CFR 1.63). |
| Total Attachments: 4 source=Bill of Sale and Transfer Statement - Fully Executed - 2015-01-26#page1.tif source=Bill of Sale and Transfer Statement - Fully Executed - 2015-01-26#page2.tif source=Bill of Sale and Transfer Statement - Fully Executed - 2015-01-26#page3.tif source=Bill of Sale and Transfer Statement - Fully Executed - 2015-01-26#page4.tif | |

**BILL OF SALE AND TRANSFER STATEMENT
PURSUANT TO SECTION 9619 OF THE UNIFORM COMMERCIAL CODE**

This Bill of Sale and Transfer Statement is effective January 26, 2015 and is executed by Edward Koeneman and Paul Koeneman (collectively, "Secured Party") pursuant to and in accordance with Section 9619 of the Arizona Uniform Commercial Code, with reference to the following:

1. Secured Party. Edward Koeneman and Paul Koeneman, collectively, the "Secured Party," are the holders of (i) three secured promissory notes (the "Notes"), executed by Kinetic Muscles, Inc. ("Debtor") as of September 30, 2009, September 30, 2009 and October 30, 2009 in the respective original principal amounts of \$ 250,000.00, \$116,630.00 and \$123,010.00. Secured Party properly and timely recorded the UCC-1 Financing Statement in accordance with the Uniform Commercial Code in effect in the State of Delaware, making Secured Party the senior lienholder with regard to the Collateral, defined below.
2. Collateral. As security for payment and performance of the Notes, Debtor granted to Secured Party a security interest in all of Debtor's right, title, interest, claim and estate in the personal property identified on **Exhibit A** attached hereto (the "Collateral").
3. Debtor's Default. As of September 30, 2014, Debtor was in default on each of the Notes. Debtor has made no payments of interest or principal on the Notes. Notice of such payment default, and other defaults, was given to Debtor on or about October 10, 2014. As a result of such defaults, Secured Party is entitled to exercise any and all rights and remedies available under the Notes and under applicable law.
4. Exercise By Secured Party of Post-Default Remedies. Secured Party exercised its remedies in respect of the Collateral as follows.
 - i. Secured Party duly notified Debtor, together with each and every other person holding an interest in the Collateral subordinate to the security interest held by Debtor in the Collateral, by publishing to the public a Notification of Disposition of Collateral in three consecutive publications. A copy of the Affidavit of Publication is attached hereto as **Exhibit B**.
 - ii. By letter dated January 15, 2015, Secured Party duly notified Debtor, together with each and every other person holding an interest in the Collateral subordinate to the security interest held by Debtor in the Collateral, pursuant to Section 9620 of the Arizona Uniform Commercial Code, of (a) the election by Secured Party under Section 9620 of the Arizona Uniform Commercial Code to retain the Collateral in full satisfaction of the Notes and (b) Secured Party's right to object to such retention of the Collateral in satisfaction within 10 days thereafter. A copy of this letter is attached hereto as **Exhibit C**. No objection of any type or nature was received by Secured Party from any of the persons to whom notice of such election under Section 9620 of the UCC was given.
5. Secured Party Has Acquired the Rights of Debtor in the Collateral. At the public sale, duly noticed and held on January 26, 2015, Buyer submitted the highest bid, a credit bid in the amount of \$750,000.00. Secured Party has foreclosed by public sale on its security

interest in the Collateral of the Debtor, and has therefore acquired all right, title, interest, claim and estate held by Debtor in the Collateral. Secured Party is entitled to the benefits and enjoyment of all rights of a valid transferee of the Collateral as set forth in Section 9619(b) of the Arizona Uniform Commercial Code.

6. Representations. Secured Party represents and warrants as follows:
 - a. Secured Party has a valid and perfected first lien on and security interest on the Collateral and as a result of the foreclosure, Secured Party has released its lien on and security interest in the Collateral; and
 - b. Secured party has not conveyed, assigned, transferred or otherwise encumbered its security interest or ownership interest in the Collateral.
7. Successor Rights. This Bill of Sale and Transfer Statement will bind, benefit and be enforceable by and against Secured Party and Secured Party's heirs, personal representatives, estates, successors and assigns.
8. Counterparts. This Bill of Sale and Transfer Statement may be executed in any number of counterparts, each of which when so executed and delivered will be an original hereof. This Bill of Sale and Transfer Statement may be executed and delivered by facsimile or as a PDF transmitted in electronic form.
9. Governing Law. This Bill of Sale and Transfer Statement is made under, and will be construed and enforced in accordance with the laws of the State of Arizona applicable to agreements made and to be performed solely therein, without giving effect to principals of conflicts of law. The parties consent to the exclusive jurisdiction of the Superior Court located in Maricopa County, Arizona.
10. Name and Address of Debtor and Secured Party. All notices, consents or other communications required or permitted to be given under this Bill of Sale and Transfer Statement will be in writing and will be deemed to have been duly given when delivered personally, delivery charges prepaid, or 5 days after the receipt being sent by registered or certified (return receipt requested, post-prepaid), or 1 day after being by a nationally recognized express courier service, postage delivery charges prepaid to the parties at their respective addresses stated below. Any party may change his address for notice and the address to which copies must sent by giving notice of the new addresses to the other parties provided that such change of address notice will not be effective unless and until received.
 - a. The name and mailing address of the Debtor is as follows:

Kinetic Muscles, Inc.
P.O. Box 30579
Mesa, Arizona 85275
 - b. The name and mailing addresses of Secured Party (who is the transferee hereunder) is as follows:

Edward Koeneman
2751 E. Hale
Mesa, Arizona 85213

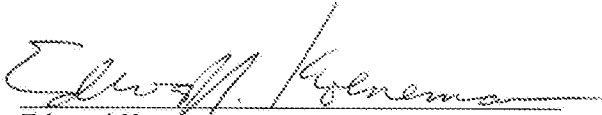
Paul Koeneman
4955 Dixie Highway, NE, #703
Palm Bay, FL 32905

With a copy to:

Bert D. Millet
c/o Gunderson, Denton & Peterson, P.C.
1930 N. Arboleda, Suite 201
Mesa, Arizona 85213

IN WITNESS WHEREOF, Secured Party has executed this Bill of Sale and Transfer Statement as of the date first written above.

SECURED PARTY:


Edward Koeneman



Paul Koeneman

Exhibit A

As used herein, the term “Collateral” shall mean and refer to all right, title estate, claim and interest in and to all presently held and after-acquired personal property, whether tangible or intangible, including without limitation, the following;

All Kinetic Muscle’s intellectual property rights and related proceeds, including works of authorship, inventions, copyrights, patent rights, trademark rights, trade secret rights, rights arising out of technology, domain name rights, and all other rights and remedies against past, present, and future infringement, misappropriation, or other violation thereof. Collateral specifically includes patent numbers 8,214,029 and 7,725,175 and the following trademarks/service marks/trade names: Hand Mentor, Hand Mentor Pro, Mentor Pro Rehabilitation System, Foot Mentor, and Foot Mentor Pro.