

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3284611

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RAFT GLOBAL, LLC	02/23/2015
RECEIVING PARTY DATA		
Name:	BACKJOY ORTHOTICS, LLC	
Street Address:	6685 GUNPARK DRIVE	
Internal Address:	SUITE 200	
City:	BOULDER	
State/Country:	COLORADO	
Postal Code:	80301	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13755959
CORRESPONDENCE DATA		
Fax Number:	(805)584-6427	
<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:	(805) 579-2500	
Email:	docketing@brooksacordia.com	
Correspondent Name:	BROOKS ACORDIA IP LAW, PC	
Address Line 1:	1445 E. LOS ANGELES AVE.	
Address Line 2:	SUITE 108	
Address Line 4:	SIMI VALLEY, CALIFORNIA 93065	
ATTORNEY DOCKET NUMBER:	RAFT-1501	
NAME OF SUBMITTER:	MICHAEL ZARRABIAN	
SIGNATURE:	/MICHAEL ZARRABIAN/	
DATE SIGNED:	03/26/2015	
Total Attachments: 9		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*Assignment*”) is effective as of February 23, 2015 (“*Effective Date*”), by and between BackJoy Orthotics, LLC, a Delaware limited liability Seller (“*Company*”), and Raft Global LLC, a Delaware limited liability Seller (“*Seller*”), pursuant to that certain Asset Purchase Agreement, dated as of February 23, 2015, by and among the Seller and the Seller (the “*Purchase Agreement*”), in which the Seller has agreed to sell, transfer and assign substantially all of its assets to the Buyer. Capitalized terms used but not otherwise defined in this Assignment have the meaning set forth in the Purchase Agreement.

In exchange for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

(a) “Assigned Intellectual Property” means all Intellectual Property, including but not limited to all rights and interests in Intellectual Property listed on Exhibit A.

(b) “Domain Names” means domain names, uniform resource locators and other names and locators associated with the Internet, including applications and registrations therefor, including but not limited to the domain names listed on Exhibit A.

(c) “Intellectual Property” means all of the following in any jurisdiction throughout the world: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patent disclosures and all Patents; (ii) all Trademarks, Domain Names, and rights in telephone numbers, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (iii) all works of authorship and other all copyrightable works, together with all translations, adaptations, derivations, and combinations thereof, and all copyrights, and all applications, registrations, and renewals in connection therewith; (iv) all mask works and all applications, registrations, and renewals in connection therewith; (v) all know-how, trade secrets, data and proprietary information, and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, technology, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (vi) all computer programs (including any software implementation of algorithms, models and methodologies whether in source code or object code), databases and computations (including any data and collections of data), documentation (including user manuals and training materials) relating to any of the foregoing and the content and information contained in any web site; (vii) all material advertising and promotional materials; (viii) all rights of privacy or publicity; (ix) all other proprietary rights; (x) all copies and tangible embodiments of the foregoing (in whatever form or medium); and (xi) any rights to pursue, recover or retain damages, costs or attorneys’ fees for past, present and future infringement or misappropriation of any of the foregoing.

(d) “Patents” means applications and registrations for and issuances of patents, or other industrial rights or designs including any reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, and any other filings claiming priority to or serving as a basis for priority thereof, including but not limited to the patents listed on Exhibit A.

(e) "Trademarks" means trademarks, service marks, trade dress, logos, slogans, and design marks, trade names, fictitious and other business names, or brand names, together with all goodwill associated with any of the foregoing and the portion of the business associated therewith, and all applications and registrations therefor, including but not limited to the trademarks listed on Exhibit A.

2. Assignment. Seller hereby irrevocably assigns, conveys and transfers to Company, its successors and assigns, all of its right, title and interest in and to the Assigned Intellectual Property, and Seller acknowledges that Company owns and will own all such existing and future right, title and interest in and to the Assigned Intellectual Property, including, without limitation, the right to claim priority rights deriving from any of the foregoing and the right to sue for, settle and release past, present and future infringement of any of the foregoing. Without limiting the foregoing, Seller acknowledges that Company may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the Assigned Intellectual Property in Company's sole and absolute discretion.

3. Waiver of Moral Rights. Seller hereby irrevocably waives all rights under all laws (of the United States and all other countries) now existing or hereafter permitted, with respect to any and all purposes for which the Assigned Intellectual Property may be used, including without limitation: (1) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (2) any rights of attribution and integrity or any other "moral rights of authors" existing under statutory, common or any other law.

4. Domain Names. At the request of Company, Seller will promptly and properly complete and submit to the registrar for each of the Domain Names listed on Exhibit A, any and all instructions necessary to transfer ownership as registrant of the Domain Names listed on Exhibit A to Company or the entity designated by Company. Seller will promptly execute and deliver all necessary documents and take any action reasonably requested by Company to carry out the intentions of this Section.

5. Additional Actions. Seller will, at no additional cost or expense: (a) deliver all tangible embodiments of any Intellectual Property in Seller's possession or control; (b) promptly execute and deliver to Company any other documents necessary to complete the timely transfer of the Assigned Intellectual Property to Company; and (c) testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and do all things reasonably required in order to protect, defend, enforce and convey the rights of Company, its successors, assigns, and nominees in the Assigned Intellectual Property in all countries (and Seller agrees that it will not execute any agreements inconsistent therewith). Without limiting the foregoing, Seller irrevocably designates and appoints Company and its duly authorized officers and agents as Seller's agent and attorney in fact to act for and on its behalf and instead of Seller, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph, including the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such Assigned Intellectual Property and improvements thereto with the same legal force and effect as if executed by Seller. Further, to the extent any of the rights, title and

interest in and to the Assigned Intellectual Property can neither be assigned nor licensed by Seller to Company, Seller hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable right, title and interest against Company or any of Company's successors in interest. The designation and appointment of Company and its duly authorized officers and agents as its agent and attorney in fact will be deemed to be coupled with an interest and therefore irrevocable.

6. Irrevocable and Binding Assignment. Seller does not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder Company's exercise of any of the rights granted herein; or (c) enjoin, restrain or otherwise hinder, by court order or otherwise, the manufacture, use, sale, offer for sale, importation, marketing, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the Assigned Intellectual Property.

7. General Provisions. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Exhibit A constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Assigned Intellectual Property. This Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Delaware applicable to contracts made in that state. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. The invalidity of any provision of this Assignment or portion of a provision shall not affect the validity of any other provision of this Assignment or the remaining portion of the applicable provision. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, and except as otherwise specifically provided herein, the terms and conditions of the Purchase Agreement shall govern. This Assignment may be executed and delivered by facsimile signature or other electronic means and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

SELLER

Raft Global LLC



By: Peter C. Prust

Title: Chief Executive Officer

Date: 2/23/15

Address: 49 South Elm Street
Zionsville, Indiana 46077

Facsimile No.: _____

Email: pcprust@raftglobal.com

COMPANY

BackJoy Orthotics, LLC



By: William K. Howenstein, Jr.

Title: Chief Executive Officer

Date: _____

Address: 6685 Gunpark Drive, Suite 200
Boulder, Colorado 80301

Facsimile No.: _____

Email: bing@backjoy.com

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

SELLER

Raft Global LLC

COMPANY

BackJoy Orthotics, LLC

By: Peter C. Prust

Title: Chief Executive Officer

Date: _____

Address: 49 South Elm Street
Zionsville, Indiana 46077

Facsimile No.: _____

Email: pcprust@raftglobal.com

By: William K. Howenstein, Jr.

Title: Chief Executive Officer

Date: 2.23.15

Address: 6685 Gunpark Drive, Suite 200
Boulder, Colorado 80301

Facsimile No.: 303 947-3967

Email: bing@backjoy.com

EXHIBIT A
Assigned Intellectual Property

Domain Names:


Domain Name	Expiration Date	Registrar
raftglobal.com	08-04-2015	GoDaddy.com, LLC




Patents:




Application/Patent Number	Jurisdiction	Title	Filing Date
61/593,155	US	SEAT CUSHION WITH FLEXIBLE CONTOURING	31 January 2012
PCT/US2013/024008 WO 2013/116438	International	SEAT CUSHION WITH FLEXIBLE CONTOURING	31 January 2013
EP13704525.8 EP2790550	EP	SEAT CUSHION WITH FLEXIBLE CONTOURING	18 July 2014
CA2861385	CA	SEAT CUSHION WITH FLEXIBLE CONTOURING	15 July 2014
JP2014554983	JP	SEAT CUSHION WITH FLEXIBLE CONTOURING	29 July 2014
13/755,959 2013/0193738	US	SEAT CUSHION WITH FLEXIBLE CONTOURING	31 January 2013
60/916,217	US	SEAT CUSHION	4 May 2007
PCT/US/2007/073819 WO2008/011488	PCT	SEAT CUSHION	19 July 2007
7,695,069	US	SEAT CUSHION	18 July 2007
CA2658120	CA	SEAT CUSHION	16 January 2009
GB0902652.7 GB2454405	GB	SEAT CUSHION	18 February 2009
JP2009543672	JP	SEAT CUSHION	
11/489,010	US	SEAT CUSHION	19 July 2006
PCT/US2014/022132 WO2014138702	International	CUSHION ITEMS WITH FLEXIBLE CONTOURING	7 March 2014
14/201,506 US2014182049	US	CUSHION ITEMS WITH FLEXIBLE CONTOURING	7 March 2014
61/775,356	US	ORTHOTIC WITH FLEXIBLE	8 March 2013

		CONTOURING	
61/775,364	US	SLEEPING SURFACE CUSHION OVERLAY	8 March 2013
61/775,369	US	PET CRATE LINER	8 March 2013
61/775,374	US	BICYCLE SEAT CUSHION COVER	8 March 2013
61/775,382	US	YOGA MAT	8 March 2013
61/775,388	US	HELMET CUSHION	8 March 2013

Trademarks:

Jurisdiction	Mark	App. No. / Reg. No.	Class & Goods
U.S.	POSTURE SEAT	86/105,720	12: Wheelchair cushions; Wheelchair pads 20: Chair pads; Seat cushions
U.S.		86/104,825	12: Wheelchair cushions; Wheelchair pads 20: Chair pads; Dog beds; Seat cushion 25: Flip flops; Insoles for footwear; Sandals
U.S.	QUALITY LIFE. EXPERIENCED.	86/104,653	12: Wheelchair cushions; Wheelchair pads 20: Chair pads; Dog beds; Seat cushion 25: Flip flops; Insoles for footwear; Sandals
U.S.	COMFORT IS THE NORM	86/104,642	12: Wheelchair cushions; Wheelchair pads 20: Chair pads; Dog

			beds; Seat cushion 25: Flip flops; Insoles for footwear; Sandals
U.S.	SEETTEK	3,552,918 Issued: 12-30-2008	20: Portable seat cushions for recreational use, consisting of a structure of pillars that do not easily collapse when sitting, standing or pressure is directly applied
U.S.	ERGOSEET	3,553,026 Issued: 12-30-2008	20: Portable seat cushions for recreational use, having improved air-flow through the cushion, and allowing for increased blood flow and circulation to the lower torso and extremities, and providing increased shock-absorbency to the lower back and spine
Hong Kong		303033620 Filed: 6-13-2014	20: chair pads; dog beds; seat cushions
International Register		1209575 Issued: 6-11-2014	20: chair pads; dog beds; seat cushions
Community Trademarks		1209575	20: chair pads; dog beds; seat cushions

China		1209575	20: chair pads; dog beds; seat cushions
Japan		1209575	20: chair pads; dog beds; seat cushions
South Korea		1209575	20: chair pads; dog beds; seat cushions