

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3573660

|                                                                                                                                                                                                 |                               |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                |                       |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | ASSIGNMENT                    |                       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                               |                       |
|                                                                                                                                                                                                 | <b>Name</b>                   | <b>Execution Date</b> |
|                                                                                                                                                                                                 | JOHN M SALVITTI               | 10/08/2015            |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                               |                       |
| <b>Name:</b>                                                                                                                                                                                    | EXCEL EQUIPMENT LLC           |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 1595 BRUMMEL ST.              |                       |
| <b>City:</b>                                                                                                                                                                                    | ELK GROVE                     |                       |
| <b>State/Country:</b>                                                                                                                                                                           | ILLINOIS                      |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 60007                         |                       |
| <b>PROPERTY NUMBERS Total: 7</b>                                                                                                                                                                |                               |                       |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                 |                       |
| <b>Application Number:</b>                                                                                                                                                                      | 12051335                      |                       |
| <b>Application Number:</b>                                                                                                                                                                      | 61104759                      |                       |
| <b>Application Number:</b>                                                                                                                                                                      | 61105748                      |                       |
| <b>Application Number:</b>                                                                                                                                                                      | 61252454                      |                       |
| <b>Patent Number:</b>                                                                                                                                                                           | 8246521                       |                       |
| <b>Patent Number:</b>                                                                                                                                                                           | 7479094                       |                       |
| <b>Patent Number:</b>                                                                                                                                                                           | 8021280                       |                       |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                               |                       |
| <b>Fax Number:</b>                                                                                                                                                                              |                               |                       |
| <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>                                                                                                                                                                                   | 3127157312                    |                       |
| <b>Email:</b>                                                                                                                                                                                   | adamu@au-llc.com              |                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | ADAM E. URBANCZYK             |                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | 564 W. RANDOLPH ST. 2ND FLOOR |                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | CHICAGO, ILLINOIS 60661       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | 2015AULLC_EEQUIP01            |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | ADAM E URBANCZYK              |                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /s/Adam E. Urbanczyk          |                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 10/16/2015                    |                       |

**Total Attachments: 4**

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IP Asset Purchase Agreement  
Exhibit A - Patent Assignment

**Assignor:**

John M. Salvitti  
100 Iron Horse Dr.  
Venetia PA 15367

**Assignee:**

Excel Equipment LLC  
1595 Brummel St.  
Elk Grove Village IL 60007

Patents and Patent Applications Subject to the Assignment

| <u>Juris.</u> | <u>Title</u>                                                    | <u>Filing Date</u> | <u>Serial No.</u> | <u>Issue Date</u> | <u>Patent No.</u> |
|---------------|-----------------------------------------------------------------|--------------------|-------------------|-------------------|-------------------|
| U.S.          | Exercise Game Apparatus and Method of Use                       | 2008/03/19         | 12/051,335        |                   |                   |
| U.S.          | Plyometric Jumping Exercise Game Apparatus and Method of Use    | 2008/10/12         | 61/104,759        |                   |                   |
| U.S.          | Plyometric Jumping Exercise Game Apparatus and Method of Use    | 2009/10/13         | 12/578,217        | 2012/08/21        | 8,246,521         |
| U.S.          | Recreational / Athletic Training System and Strike Pod Therefor | 2005/09/29         | 11/273,105        | 2009/01/20        | 7,479,094         |
| U.S.          | Recreational / Athletic Training System and Strike Pod Therefor | 2009/01/15         | 12,354,754        | 2011/09/20        | 8,021,280         |
| U.S.          | Vertical Jumping Exercise Game Apparatus and Method of Use      | 2008/10/15         | 61/105,748        |                   |                   |
| U.S.          | Vertical Jumping Exercise Game Apparatus and Method of Use      | 2009/10/16         | 61/252,454        |                   |                   |

**WHEREAS**, the Assignor identified above, an individual and resident of the Commonwealth of Pennsylvania, is the owner of all right, title, and interest in and to one or more new and useful processes, methods, machines, devices, systems, manufactures, and/or compositions of matter, or new and useful improvements thereof (the "Inventions"), disclosed and described in the issued Patents and the Patent Applications indicated and identified above; and

**WHEREAS**, Assignee identified above, a Delaware limited liability company, desires to acquire the entire right, title, and interest of Assignor in and to the Inventions, the Patents, and the Patent Applications, and in, to, and under any and all Letters Patent to be obtained therefor;

**NOW, THEREFORE**, for good and valuable consideration as recited in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to the Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the Inventions, the Patents, the Patent Applications, and all divisional, continuation, continuation-in-part, and continuing prosecution applications that claim priority thereto, and any reexamination and reissue applications thereof; all international, regional, and foreign applications that claim priority to, are counterparts of, or otherwise correspond thereto; the Letters Patent, both in the United States and in countries or regions foreign thereto, that may or shall issue or have issued therefrom; any extensions, substitutes, or renewals thereof; the right to claim priority to the filing date of the Patent Application; any right, title, or interest in and to the Inventions under any international conventions; and any and all rights to collect past damages for infringement of any provisional

rights and of any and all Letters Patent of the United States and any countries and regions foreign thereto which may be, shall be, or have been published, which may be, shall be, or have been granted, or which may be lodged (collectively "the Patent Rights"); and

Assignor further authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing dates of the Patent and Patent Applications and otherwise take advantage of the provisions of any international conventions; and

Assignor hereby authorizes and requests transfer of the Patents, the Patent Applications, and any further applications, which may be or shall have been filed under the Patent Rights, to the Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing patents or other evidence or forms of any industrial property protection issuing from the Patent Rights and all related applications, to issue same to the Assignee, its successors, and assigns in accordance herewith; and

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party, and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations; and

Assignor, on behalf of any individuals associated with the filing or prosecution of the Patent Applications in Assignor's employ or under its direction or control, agrees to disclose to the Assignee any information, including, but not limited to, prior art references, that Assignor is presently aware of or becomes aware of in the future that would materially affect the patentability of the Inventions or the Patent Applications or the present or future validity of the Patent Rights; and

Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute such additional writings and do such additional acts reasonably necessary to perfect the Assignee's enjoyment of this grant, and render all reasonably necessary assistance in making application for, obtaining, and enforcing any of the Patent Rights, including giving testimony in any proceedings or transactions involving such Patent Rights; and

Assignor further covenants and agrees that this Assignment is effective as of the date of execution of this document by Assignor's representative below.

*[\*\*\*Execution Pages to Follow\*\*\*]*

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date set forth below.

STATE OF ILLINOIS )  
CITY OF Elk Grove ) ss.  
COUNTY OF COOK )

ASSIGNEE: Excel Equipment, LLC

Dated: 10/15/15 [Signature]  
(signature)

Place: Elk Grove, IL By: Rasik Bhanderi  
(printed name of authorized agent of assignee)

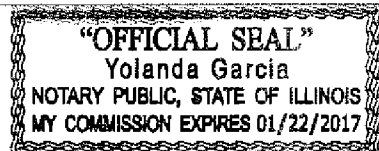
Its: OWNER / INDIVIDUAL  
(title)

Before me, a Notary Public in and for said County and State, personally appeared the identified representative of the Assignee, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 15 day of October, 2015.

[Signature]  
Notary Public

My Commission Expires: 01/22/2017



IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

COMMONWEALTH OF PENNSYLVANIA )

CITY OF Washington ) ss.

COUNTY OF Washington )

ASSIGNOR: John M. Salvitti

Dated: 10-8-15

[Signature]  
(signature)

Place: Washington, PA

By: John M. Salvitti  
(printed name of authorized agent of assignor)

Its: OWNER/INDIVIDUAL  
(title)

Before me, a Notary Public in and for said County and State, personally appeared the identified representative of the Assignor, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 8<sup>th</sup> day of Oct., 2015.

[Signature]

Notary Public

My Commission Expires: 7-30-18

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Andrew W. McCarrell, Notary Public  
City of Washington, Washington County  
My commission expires July 30, 2018