

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT3585338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BEN WISBEY	10/06/2015
DAVID SHEPHERD	10/07/2015
STEPHEN DUDDY	10/06/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JAYBIRD LLC
<b>Street Address:</b>	3676 CALIFORNIA AVE
<b>City:</b>	SALT LAKE CITY
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84104
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14871992
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(858)509-3691
<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>	(858)720-8900
<b>Email:</b>	Docketing@SheppardMullin.com, CStroesser@SheppardMullin.com
<b>Correspondent Name:</b>	DAVID E. HEISEY
<b>Address Line 1:</b>	SHEPPARD MULLIN RICHTER & HAMPTON LLP
<b>Address Line 2:</b>	12275 EL CAMINO REAL, SUITE 200
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92130-2006
<b>ATTORNEY DOCKET NUMBER:</b>	36LN-214614
<b>NAME OF SUBMITTER:</b>	DAVID E. HEISEY
<b>SIGNATURE:</b>	/David E. Heisey/
<b>DATE SIGNED:</b>	10/25/2015
<b>Total Attachments: 4</b>	
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ASSIGNMENT

WHEREAS, BEN WISBEY, of Canberra, ACT, Australia, DAVID SHEPHERD, of Canberra, ACT, Australia, and STEPHEN DUDDY, of Moama, NSW, Australia, Assignors, have invented a new and useful **SYSTEM AND METHOD FOR PROVIDING A TRAINING LOAD SCHEDULE FOR PEAK PERFORMANCE POSITIONING USING EARPHONES WITH BIOMETRIC SENSORS**, for which an application for United States Letters Patent was filed on September 30, 2015 under Serial No. 14/871,992; and

WHEREAS, Assignors believe themselves to be the original, and first co-inventors of the invention disclosed and claimed in the application for Letters Patent; and

WHEREAS, JayBird LLC, having a place of business at 3676 California Ave, Salt Lake City, Utah 84104, ("Assignee"), desires to acquire by formal, recordable assignment the entire right, title and interest in and to the invention, the application, and any Letters Patent that might be granted for the invention in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee, the entire right, title and interest in and to the invention, the application, and any Letters Patent that might be granted for the invention in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

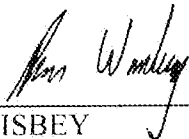
Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will perform all lawful acts, including the execution of papers and the giving of testimony, that might be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for the invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to the invention, the application, and any Letters Patent granted for the invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted by this Assignment.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for the invention, whether on the application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in the invention.

Assignors:

Date: 10/06/2015

  
 \_\_\_\_\_  
 BEN WISBEY

Date: \_\_\_\_\_

\_\_\_\_\_  
 DAVID SHEPHERD

Date: \_\_\_\_\_

\_\_\_\_\_  
 STEPHEN DUDDY

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Assignors:

Date: \_\_\_\_\_

\_\_\_\_\_  
BEN WISBEY

Date: 7th October 2015

  
\_\_\_\_\_  
DAVID SHEPHERD

Date: \_\_\_\_\_

\_\_\_\_\_  
STEPHEN DUDDY

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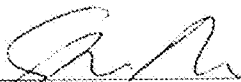
Date: \_\_\_\_\_

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BEN WISBEY

Date: \_\_\_\_\_

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DAVID SHEPHERD

Date: 07 OCT 2015

  
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STEPHEN DUDDY