503723147 03/04/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3769788

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ADAPTIVE THERAPIES LLC	02/25/2016

RECEIVING PARTY DATA

Name:	UPPER BODY FITNESS LLC	
Street Address:	10101 WHITESTONE RD	
City:	RALEIGH	
State/Country:	NORTH CAROLINA	
Postal Code:	ostal Code: 27615	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	13623154	
Application Number:	14923842	

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 449/2 MISC	
NAME OF SUBMITTER:	JUSTIN R. NIFONG
SIGNATURE:	/Justin R. Nifong/
DATE SIGNED:	03/04/2016

Total Attachments: 2

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ASSIGNMENT OF RIGHTS

WHEREAS, the undersigned, **Adaptive Therapies LLC**, (hereinafter "Assignor") is the current recorded assignee of the application(s) identified in Table I.

AND, WHEREAS, Upper Body Fitness LLC, having a place of business at 10101 Whitestone Rd, Raleigh, NC 27615 (hereinafter "Assignee"), has acquired an interest in the application(s) identified in Table I by and through an employment or other agreement between Assignor and Assignee. I further authorize an agent of the Assignee to insert the filing date, application number, and any other identifying particulars as required for perfecting these assignment papers.

However, in the avoidance of doubt and as confirmation of the already acquired interest by Assignee, NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned and by these presents does hereby sell, assign, transfer, and convey unto the Assignee, its successors and assigns, his entire right, title, and interest in and to the invention and application, including the right to sue for past infringements and any other prior occurring rights, provided any such rights exist, and in and to any and all domestic and foreign patent applications filed on the invention, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America, and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with his right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. Assignor further assigns to Assignee the right to claim entitlement and/or priority to any applications that entitlement or priority may be claimed for this or any later filed application, including the assignment of any provisionals or other priority documents to which the inventions claim priority to. The assignment of the right to claim entitlement and/or priority is executed nunc pro tunc and is considered effective as of the filing date of the earliest application to which priority and/or entitlement is claimed.

Assignor hereby requests that said Letters Patent be issued in accordance with this assignment.

Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, Assignor possesses full title to the invention and application above-mentioned, and that he has the unencumbered right and authority to make this assignment.

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Assignor further covenants and agrees, and likewise binds his heirs, legal representatives and assigns, to promptly communicate to said Assignee or its representatives any facts known to him relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the Assignee, its representatives, successors and assigns to secure patent or similar protection for the said invention in all countries and to vest in the Assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said Assignee, its successors, assigns and other legal representatives.

TABLE I

Application No.	Attorney Docket No.	Filing Date	Title
13/623,154	449/2 UTIL	09-20-2012	EXERCISE DEVICE WITH FULL RANGE OF MOTION HANDLE
14/923,842	449/2/2 CIP	10-27-2015	Exercise Device

Executed this 25 day of FEBRUARY, 2016.

Gary R. Paris, CEO

(Adaptive Therapies LLC)