

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3781808

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE NAME TO "MILLENNIUM FITNESS LTD" THAT WAS INCORRECTLY RECORDED AS "MELLENNIUM FITNESS LTD" previously recorded on Reel 037755 Frame 0807. Assignor(s) hereby confirms the THE ASSIGNMENT.
CONVEYING PARTY DATA	
Name	Execution Date
501FIT STUDIOS LLC	04/06/2012
RECEIVING PARTY DATA	
Name:	MILLENNIUM FITNESS LTD
Street Address:	820 W. 50TH STREET
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55419
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15045929
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	request@slwip.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	4275.001US2
NAME OF SUBMITTER:	ERIKA WATKINS
SIGNATURE:	/ Erika Watkins /
DATE SIGNED:	03/14/2016
Total Attachments: 3	
source=4275001US2_CorrAssn#page1.tif	
source=4275001US2_CorrAssn#page2.tif	
source=4275001US2_CorrAssn#page3.tif	

RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 4275.001US2

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

501FIT Studios LLC

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other: Corrective Assignment to correct Assignee name to "Millennium Fitness LTD" that was incorrectly recorded as "Mellennium Fitness LTD" and to update the assignee address.

2. Name and address of receiving party(ies):

Name: Millennium Fitness LTD

Street Address: 820 W. 50th Street

City: Minneapolis State: MN Zip: 55419

Country: United States of America

Additional name(s) & address(es) attached? Yes No

Execution Date: April 6, 2012

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Serial No. 15/045,929

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David L. Buck

Address:

Schwegman Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

Enclosed

Authorized to be charged to deposit account
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David L. Buck/Reg. No. 62,649

Name of Person Signing

/David L. Buck/

Signature

March 8, 2016

Date

Total number of pages including cover sheet: 2

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 038079 FRAME: 0288

503696446 02/17/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3743084

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
501FIT STUDIOS LLC	04/06/2012
RECEIVING PARTY DATA	
Name:	MELLENNIUM FITNESS LTD
Street Address:	501 SOUTH WASHINGTON AVENUE
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55415
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15045929
CORRESPONDENCE DATA	
Fax Number:	
<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:	612.373.6900
Email:	uspto@slwip.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	4275.001US2
NAME OF SUBMITTER:	AMANDA BRACE
SIGNATURE:	/ Amanda Brace /
DATE SIGNED:	02/17/2016
Total Attachments: 1 source=Assignment#page1.tif	

Exhibit B
PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into as of March ____, 2012, (the "Effective Date"), by and between 501FIT Studios LLC, a Minnesota limited liability company, having a principal place of business at 501 South Washington Avenue, Minneapolis, MN 55415 (the "Assignor") and Millennium Fitness Ltd, d/b/a G-Werx Fitness, a Minnesota corporation, having a principal place of business at 501 South Washington Avenue, Minneapolis, MN 55415 ("Assignee") (collectively, the Assignors and Assignee shall be referred to herein as the "Parties").

WHEREAS, Assignor is the sole owners of all rights, title and interest, including related trade secrets and confidential information contained, in and to the United States Patent Application with the Publication Number: US20110070569 entitled "GROUP EXERCISE PROGRAM UTILIZING FREE WEIGHT, MACHINE FITNESS ACCESSORY AND BODY MOVEMENT EXERCISE COMBINATION" (collectively, the "Intellectual Property"); and

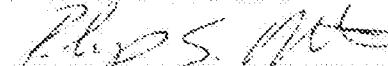
WHEREAS, Assignee desires to acquire all rights, title, and interest, including related trade secrets and confidential information contained, in and to the Intellectual Property.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee his entire right, title and interest in the Intellectual Property including, without limitation, all domestic and foreign patent applications and registrations therefore (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, re-examinations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing), all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of any rights related to the foregoing) and all trade secrets and know-how pertaining to the Intellectual Property and any other rights and interests arising out of, in connection with or in relation to the Intellectual Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

501FIT Studios LLC


Philip S. Martens, President


Steven W. Walker, Secretary

ASSIGNEE:

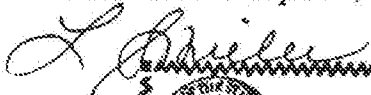
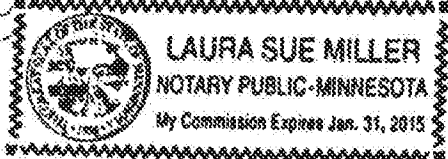
Millennium Fitness Ltd

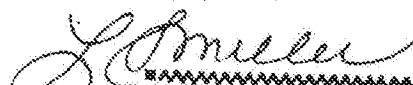
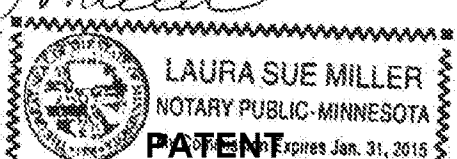

Philip S. Martens, President


Todd Haigh, Vice Chair

Subscribed and sworn to
before me this April 6, 2012.

Subscribed and sworn to
before me this April 6, 2012

RECORDED: 03/14/2016

REEL: 038079 FRAME: 0290