

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3823808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name		Execution Date	
G3 ENGINEERING DESIGN, INC.		01/25/2016	
RECEIVING PARTY DATA			
Name:	MAXXX-FORCE, INC.		
Street Address:	1111 EAST SUNRISE BLVD.		
Internal Address:	UNIT 909		
City:	FORT LAUDERDALE		
State/Country:	FLORIDA		
Postal Code:	33304		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	15082271		
CORRESPONDENCE DATA			
Fax Number:	(954)351-7417		
<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:	9543517479		
Email:	jtadros@intellectualpropertynow.com		
Correspondent Name:	JACQUELINE TADROS, P.A.		
Address Line 1:	P.O. BOX 4564		
Address Line 4:	FORT LAUDERDALE, FLORIDA 33338		
ATTORNEY DOCKET NUMBER:	FERLITO		
NAME OF SUBMITTER:	JACQUELINE TADROS		
SIGNATURE:	/jacqueline tadros/		
DATE SIGNED:	04/11/2016		
Total Attachments: 4			
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PATENT ASSIGNMENT

THIS AGREEMENT FOR ASSIGNMENT OF PATENT RIGHTS ("Agreement") is made effective as of the 25th day of January, 2016 (the "Effective Date"), by and among G3 Engineering Design, Inc., a Florida corporation with a principal address located at 11860 West State Road 84, Suite B8, Davie, FL 33325 ("Assignor") and Maxxx-Force, Inc., a Florida corporation with a principal address located at 1111 East Sunrise Blvd., Unit 909, Fort Lauderdale, FL 33304 ("Assignee")(hereinafter referred to collectively as the "Parties").

WHEREAS, Assignor is a co-inventor of a novel RESISTANCE MECHANISM which is now or may in the future be the subject of a pending application for patent, entitled RESISTANCE MECHANISM FOR EXERCISE DEVICE (hereinafter referred to as said invention(s);

WHEREAS, Assignee is desirous of obtaining all rights, title and interest in, to and under said invention(s);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under said invention(s), including but not limited to the right to exclude others from making, using, offering for sale, selling, or importing into the United States the invention(s), any and all trade secrets relating to the said invention(s), and the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on the said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s), and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s)

and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by me had this Assignment not been made. Assignor hereby authorizes the Assignee to file patent applications in any and all countries on any or all of said invention(s) in Assignee's name, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise.

Assignor does hereby authorize the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all rights title and interest to the said invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignor does hereby represent and warrant that he has the full right to convey the entire right and interest herein assigned, that subject to said action there are no other rights or interests outstanding inconsistent with the rights and interests granted herein, and that Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

Assignor does hereby covenant and agree that Assignor will, upon request of the Assignee, communicate to the Assignee any facts known to Assignor relating to the said invention(s) and said application(s) and the history thereof, testify in any legal proceeding, execute all lawful papers, including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said invention(s) in all countries.

Governing Law & Jurisdiction

This Assignment and the parties' actions under this Assignment shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of Florida.

Entire Agreement

This Assignment, constitutes the entire Assignment between both parties concerning this transaction, and replaces all previous communications, representations and understandings, and agreements, whether verbal or written between the parties to this Assignment or their representatives. No representations or statements of any kind made by either party which are not expressly stated in this Assignment, shall be binding on such parties.

All Amendments in Writing

No waiver, amendment or modification of any provisions of this Assignment shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provision in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Assignment.

Notices

Any notice required or permitted by this Assignment shall be deemed given if sent by overnight courier, next-day delivery service to the other party at the address set forth in the preamble of this Assignment or at such other address for which such party gives notice hereunder.

Costs of Legal Action

In the event any action is brought to enforce this Assignment, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorney's fees and court costs.

Inadequate Legal Remedy

Both parties understand and acknowledge that violation of their respective covenants and Assignments may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party whether in law or in equity.

Patent Assignment
G3 Engineering Design, Inc. (Assignor) and
Maxxx-Force, Inc. (Assignee)
Resistance Mechanism For Exercise Device

Effect on Heirs & Successors

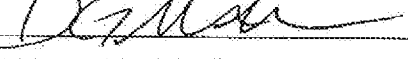
This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors of the parties to this Assignment.

Severability

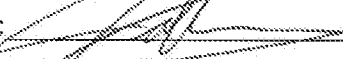
If any provisions of this Assignment are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Assignment shall remain in full force and effect.

IN TESTIMONY WHEREOF, Assignor and Assignee have executed this document in duplicate originals by their duly authorized representatives on the date indicated below.

G3 Engineering Design, Inc.
(ASSIGNOR)

By: 
Printed Name: Daniel Glenn
Title: President/CEO
Date: 1.25.16

Maxxx-Force, Inc.
(ASSIGNEE)

By: 
Printed Name: John Ferlito
Title: President
Date: 1-25-16