

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4006028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
NICHOLAS HAYS	07/07/2016
RECEIVING PARTY DATA	
Name:	W.D.K. VENTURES LLC
Street Address:	3800 38TH WAY SOUTH
City:	ST PETERSBURG
State/Country:	FLORIDA
Postal Code:	33711
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8663073
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:	kerron@wdkinvents.com
Correspondent Name:	KERRON RICHARDSON
Address Line 1:	3800 38TH WAY SOUTH
Address Line 4:	ST PETERSBURG, FLORIDA 33711
NAME OF SUBMITTER:	KERRON RICHARDSON
SIGNATURE:	/Kerron Richardson/
DATE SIGNED:	08/14/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 10	
source=Hays - W.D.K. Venture LLC License Agreement (fully executed 7.7.16) (1)#page1.tif	
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LICENSE AGREEMENT

This agreement ("Agreement") is made as of the 7 day of ~~XXX~~^{July}, 2016 (the "Execution Date"), by and between W.D.K. Ventures LLC, a Florida limited liability company, with an address of 3800 38th Way S., St. Petersburg, Florida 33711 (hereinafter "Licensee") and Nicholas Hays, an individual, with an address of 5453 Duncanwood Drive, Sarasota, Florida 34232 (hereinafter "Licensor"). Licensee and Licensor are collectively referred to herein as the "Parties" and each a "Party".

WHEREAS, Licensor is the sole and exclusive owner of United States Patent 8,663,073 for "Portable punching bag apparatus" (the "Patent");

WHEREAS, Licensee desires to acquire a license under the Patent and for use in the development, manufacture, sale, promotion, advertising and distribution of products and/or methods under the Patent; and

WHEREAS, Licensor has the power and authority to grant to Licensee such license.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Grant of License.

1.1 Subject to the terms and conditions contained herein, Licensor hereby grants to Licensee, and Licensee hereby accepts, an exclusive license to make (or have made) in the United States of America and its territories and possessions (the "Territory"), use in the Territory, distribute or sell in the Territory (in all channels of distribution, without any restriction), market and advertise in the Territory (in any public forum or in any media, method or format, whether now known or hereafter devised, including, but not limited to, any electronic media whatsoever, including the Internet and any social media websites), and import into the Territory any or all products and/or methods that employ, or are in any way produced by, the practice of an invention claimed in the Patent. As used in this Agreement, the Patent shall mean and include the Patent and in and to all inventions and improvements thereon, as well as all proprietary rights including, but not limited to, copyrights, trade secrets, know-how and specifications related to the Patent.

1.2 The grant of license by Licensor to Licensee under this Agreement shall be exclusive; provided that, Licensor shall be permitted individually to make, distribute, sell, market, and advertise any or all products and/or methods that employ, or are in any way produced by, the practice of an invention claimed in the Patent, however, and provided further, Licensor shall not be permitted to transfer these retained rights while this Agreement remains in effect.

2. **Term.** The term of this Agreement shall be effective as of the Execution Date as set forth

above and continue through term of the Patent, unless sooner terminated as elsewhere provided herein.

3. Product Development. Licensee shall be responsible for all sourcing and obtainment of raw materials, product development, manufacturing, distribution, marketing, and sales associated with the licensed products and/or methods (except for those development activities associated with Licensor's own development efforts), all at Licensee's sole discretion and at no expense or cost to Licensor.

4. Intellectual Property Protection.

4.1 Licensor represents and warrants that Licensor is the sole and exclusive owner of the Patent.

4.2 Licensor recognizes and acknowledges that Licensee may develop and use certain trademarks and tradenames owned or licensed by Licensee (hereinafter "Licensee Trademarks") to identify, and/or market the licensed products and/or methods. Licensee represents and warrants, and Licensor recognizes and acknowledges, that Licensee is either (i) the sole and exclusive owner of the Licensee Trademarks; or (ii) a licensee of any Licensee Trademarks in connection with the Licensed Products. Licensor agrees that it will not knowingly register or attempt to register or establish such Licensee Trademark rights in Licensor's name or the name of any other person, firm or corporation. Licensor shall not at any time knowingly apply for or assist any third party to apply for trademark protection which would affect Licensee's ownership of any Licensee Trademark rights in the Licensed Products. In the event that Licensor is deemed or appears to own any Licensee Trademark rights in any of the Licensed Products, Licensor shall execute all documents necessary to confirm or establish Licensee's sole right therein. Licensor's obligation under this Section 4.2 shall survive the termination or expiration of this Agreement.

4.3 The Parties shall share equally the cost of maintenance fees for the Patent (and any other fee required by the United States Patent and Trademark Office to keep the Patent in force or revive the Patent), and such fees shall be paid out of gross sales of licensed products (as set forth in Section 5.1). Licensee may account for current or future maintenance fee payment obligations in calculating Net Sales (as that term is defined in Section 5.1). Provided, however, that Licensee shall be solely responsible for the amount of any maintenance fee to be paid before Licensee has entered into a third-party licensing, development or manufacturing agreement for products and/or methods covered by the Patent.

5. Compensation.

5.1 In consideration for the license granted hereunder, Licensee agrees to pay to Licensor the royalty rate of fifty percent (50%) based on Licensee's Net Sales (as further defined herein) of licensed products in the Territory in which licensed products are covered by a subsisting and unexpired Patent during the Royalty Period, as further defined below. For purposes of this Agreement, "Net Sales" shall mean Licensee's gross sales (the gross invoice amount billed

customers) of licensed products (in United States dollars), less deductions for actual returns, shipping and freight, sales tax and normal trade discounts and allowances.

5.2 Only one Royalty shall be paid hereunder as to any sale of a licensed product.

5.3 The Royalty Period shall be for the Term of this Agreement.

5.4 The Royalty owed Licensor under this Agreement shall be calculated on a quarterly basis and shall be payable to Licensor no later than thirty (30) days after the end of each calendar quarter during the Royalty Period ("Royalty Payments"). Royalty Payments shall be accompanied by a statement, certified as accurate by a duly authorized officer, containing an accounting of Licensed Products sold during the period covered by such Royalty Payments.

5.5 If Licensee has failed to enter into a third-party licensing, development or marketing agreement for the Patent within eighteen (18) months after the Execution Date, the Agreement shall terminate at the end of such eighteen (18) months. Provided, however, to avoid termination of the Agreement under this section, Licensee shall pay Licensor two thousand dollars (\$2,000) each subsequent quarter that no third-party agreement has been obtained by Licensee. Payment shall be made within the same time as a Royalty Payment under Section 5.4. If Licensee fails to make such a payment under this Section 5.5, the Agreement shall terminate as of the date the payment was due.

6. Books and Records. Licensee agrees to keep accurate books of accounts and records covering all transactions relating to the license hereby granted. Upon thirty (30) days prior written notice to Licensee, Licensor, or Licensor's designated representative, shall have the right, during reasonable business hours, to examine the books of account and records relating to the subject matter and terms of this Agreement. No more than one (1) such examination may be made during any six (6) month period that this Agreement is in effect. In the event that any such examination reveals an underpayment of the Royalty for that period that is being examined, Licensee shall promptly pay the amount of such underpayment. All such books of account and records shall be retained by Licensee for one (1) year after the termination or expiration of this Agreement.

7. Warranties and Obligations.

7.1 Licensor represents and warrants that:

A. Licensor (i) is the owner of the entire right, title, and interest in and to the Patent and all rights associated therewith in the Territory; (ii) has paid any and all maintenance and filing fees in connection with the Patent, up to and through the Execution Date of this Agreement; (iii) has the right and power to grant the license granted herein and that there are no other agreements with any other party in conflict with such grant; and (iv) knows of no prior art that would invalidate the Patents.

B. Licensee's contemplated use of the Patent as represented to Licensor does

not, to the best of Licensor's knowledge, infringe any valid rights of any third party, and that there are no actions for infringement against Licensor with respect to items it manufactures and sells embodying the invention of the Patent anywhere in the Territory.

C. (i) There are no existing license agreements, or any other agreements, relating to the Patent in the Territory; (ii) Licensor has not granted to any other person or entity the right to use the Patent in the Territory; and (iii) Licensor shall not license others to use the Patent during the Term of this Agreement.

7.2 Licensee represents and warrants as follows:

A. This Agreement, and each obligation of Licensee hereunder, constitute a valid and binding obligation of Licensee. This Agreement is enforceable against Licensee in accordance with its terms.

B. Neither the execution and delivery of this Agreement nor the performance of this Agreement will result in (i) a violation of any law, rule, regulation, judgment, order, or decree to which Licensee is subject; (ii) a breach or violation of any agreement or understanding whether oral, written, express, or implied to which Licensee is a party or by which Licensee is bound.

C. This Agreement, and each obligation of Licensee hereunder, constitute a valid and binding obligation of Licensee. This Agreement is enforceable against Licensee in accordance with its terms.

7.3 In the event that Licensor shall develop any improvement to the product or method claimed in the Patent, Licensee shall be entitled to incorporate such improvement in an improved or modified product or method, in which case such improved product shall be subject to the payment of the Royalty. All improvement to the Licensed Products solely attributable to the Licensee shall be promptly disclosed to Licensor but shall remain the property of Licensee.

8. Indemnity.

8.1 Licensor indemnifies, protects, holds harmless and defends Licensee, its subsidiaries and affiliates and each of their officers, directors, affiliates, agents and employees, consultants, contractors, or subcontractors in contravention to the provisions of this Agreement, from and against any and all claims, suits, losses, liabilities, expenses and damages, including costs of suit and reasonable attorneys' fees, (i) based on actual infringement of any patent, copyright, or any unfair trade practice or property right of any third party arising out of or in any way connected with the Patent for which Licensee might become liable, directly or indirectly; (ii) the claim of any broker, finder or agent in connection with the making of this Agreement or any transactions contemplated by this Agreement or the claim of any entity that actions taken or omitted to be taken by Licensor bind or otherwise obligate Licensee in any way (except as specifically provided herein); (iii) the claim of any landlord, distributor, retailer, agent or other person or entity that

termination of this Agreement caused it damage except where Licensor has terminated the Agreement for cause; and (iv) any breach of the representations, warranties and provisions of this Agreement by Licensor. In addition to any other remedy that Licensee may have, Licensee shall have the right to withhold all Royalty Payments falling due from the date that Licensee receives written notice of such claims, demands, proceedings, or legal actions until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated, provided however that such withheld amounts shall be paid promptly and no later than fifteen (15) days after such written notice has been given. The duty to indemnify and defend shall survive the termination or expiration of this Agreement.

8.2 Licensee indemnifies, protects, holds harmless and defends Licensor from and against any and all losses and expenses (including reasonable attorney's fees) attributable to third party product liability claims arising out of the sale of the Licensed Products and against any breach of the representations, warranties and provisions of this Agreement by Licensee.

8.3 The Party seeking indemnification pursuant to this Section 9 shall (i) provide prompt written notification to the indemnifying Party of any such claims; (ii) give the indemnifying Party full authority, information and assistance to defend such claims; and (iii) give the indemnifying Party sole control over the defense of such claims and any and all negotiations for the compromise or settlement thereof, except the indemnifying Party shall not compromise or settle any claim which adversely affects the Party seeking indemnification without such Party's written consent, which consent shall not be unreasonably withheld or delayed. Each Party shall be entitled to participate in any defense of any such claims at its sole cost and expense. This provision shall survive the termination or expiration of this Agreement.

9. Infringement.

If either Party observes any infringement or imitation by others of the licensed products or Patent provided under this Agreement, it shall promptly notify the other Party. Upon notice of such possible infringement or imitation by either Party to the other, the Parties shall confer with regard thereto. Licensor may, in its sole discretion and at its sole cost and expense, prosecute any action necessary to enjoin such infringement and/or recover damages therefor and shall have the sole right to any recovery in settlement or judgment thereof. If and only if Licensor elects not to do so, or fails to prosecute such action within a reasonable time, Licensee may, in its discretion and at its sole cost and expense, prosecute any action necessary to enjoin such infringement and/or recover damages therefor. If any recovery is made in an action for infringement brought by one of the Parties, the Parties shall share equally in such recovery, after deducting attorney fees and costs actually incurred in obtaining the recovery. Licensee shall have the sole right to prosecute any action necessary to enjoin any infringement or imitation of any Licensee Trademarks and shall have the sole right, title and interest to any recovery in settlement or judgment on such Licensee Trademarks.

10. Termination.

10.1 This Agreement may be terminated by either Party prior to the expiration of the Term upon material breach of any of the terms of this Agreement by either Party; provided, however, that the non-breaching Party has delivered to the breaching Party written notice of such breach and the breaching Party has failed to cure the breach, if susceptible to cure, to the reasonable satisfaction of the non-breaching Party within thirty (30) days of delivery of notice thereof.

10.2 Licensee shall have the right to terminate this Agreement immediately if Licensor institutes for its protection or is made a defendant in any proceeding under bankruptcy, insolvency, reorganization or receivership law, or if Licensor is placed in receivership or makes an assignment for benefit of creditors or is unable to meet its debts in the regular course of business. The parties acknowledge that all rights and licenses granted to Licensee in this Agreement are licenses to rights of "intellectual property" as defined in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. Section 101, et seq.). Notwithstanding anything to the contrary contained herein, if Licensor is under any proceeding under the Bankruptcy Code, and either the trustee in bankruptcy of Licensor or Licensor, as a debtor in possession, rightfully elects to reject this Agreement, Licensee may retain any and all rights hereunder granted to it to the maximum extent permitted by law, subject to the payments, if any, specified herein.

10.3 Should the Patent become rendered invalid by any court or by the United States Patent and Trademark Office (the "Invalid Patent"), Licensee shall have the right, upon written notice to Licensor, to terminate this Agreement with respect and Licensee may continue to freely sell any licensed product that is subject to such Invalid Patent, at the same Royalty as provided for herein; provided however, that should (i) any competitor of Licensee market, distribute or sell a product that, in Licensee's sole opinion, is substantially similar to a licensed product offered by Licensee; or (ii) Licensee receive a third party notice of infringement with respect to any of its licensed products, then Licensee shall, at Licensee's sole discretion, continue to freely sell any licensed that is subject to such Invalid Patent with no further payment of Royalty due and owing to Licensor.

10.4 This Agreement may be terminated by Licensee prior to the expiration of the Term upon ninety (90) days prior written notice to Licensor, without cause, for any or no reason whatsoever.

10.5 Upon termination or expiration of this Agreement, Licensee shall have the non-exclusive right for a period of twelve (12) months from the effective date of expiration or termination of this Agreement or any renewal thereof, to sell inventory on hand ("Sell-Off Articles"), subject to the terms and conditions of this Agreement, including the payment of the Royalty which shall continue for this additional twelve (12) month sell-off period; provided that Licensee shall have no other obligations or liability under this Agreement other than such Royalties; and provided further that in the event that Licensee terminates this Agreement pursuant to Sections 10.3(i) or 10.3(ii) above, Licensee shall have the nonexclusive, unrestricted, and perpetual right to sell off the Sell-Off Articles, without any obligation of Licensee to make payment of the Royalty to Licensor.

11. Confidentiality.

11.1 "Confidential Information" shall mean any confidential technical data, trade secret, know-how or other confidential information disclosed by either Party hereunder in writing, orally, or by drawing or other form and which shall be marked by the disclosing Party as "Confidential" or "Proprietary." If such information is disclosed orally, or through demonstration, in order to be deemed Confidential Information, it must be specifically designated as being of a confidential nature at the time of disclosure and reduced in writing and delivered to the receiving Party within ten (10) days of such disclosure.

11.2 Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving Party at the time of disclosure or becomes known to the receiving Party without breach of this Agreement; (ii) is or becomes publicly known through no wrongful act of the receiving Party or any subsidiary of the receiving Party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving Party or any of its subsidiary; (v) is furnished to any third party by the disclosing Party without restriction on its disclosure; (vi) is approved for release upon a prior written consent provided to the disclosing Party; (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

11.3 The receiving Party agrees that it will not, unless required by law, disclose any Confidential Information to any third party and will not use Confidential Information of the disclosing Party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement and for a period of three (3) years thereafter, without the prior written consent of the disclosing Party. The receiving Party further agrees that Confidential Information shall remain the sole property of the disclosing Party and that it will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees. No license shall be granted by the disclosing Party to the receiving Party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.

11.4 Upon the request of the disclosing Party, the receiving Party will promptly return all Confidential information furnished hereunder and all copies thereof.

11.5 The Parties agree that all publicity and public announcements concerning the formation and existence of this Agreement shall be jointly planned and coordinated by and among the Parties. Neither Party shall disclose any of the specific terms of this Agreement to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may disclose information concerning this Agreement as required by the rules, orders, regulations, subpoenas or directives of a court, government or governmental agency, after giving prior written notice to the other Party.

11.6 If either Party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential information hereunder, the non-breaching Party shall be entitled

to equitable relief to protect its interest therein, including, but not limited to, injunctive relief, without obligation to post any bond, as well as money damages, notwithstanding anything to the contrary contained herein.

11.7 Except as otherwise set forth in this Agreement, neither Party will make any public statement, press release or other announcement relating to the terms of or existence of this Agreement without the prior written approval of the other Party.

12. Assignment.

This Agreement is personal as to each of the Parties and neither Party may assign or transfer its rights under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder without the consent of Licensor required (i) to a wholly-owned subsidiary or affiliate; or (ii) if more than 51% of Licensee's assets or more than fifty (50) percent of the outstanding voting stock of Licensee shall be acquired by a third party. Further, notwithstanding anything to the contrary in this Section 13, in the event that a change of ownership of the Patents (hereinafter "Change of Ownership") shall occur, Licensor shall notify Licensee, within thirty (30) days of such Change of Ownership, and this Agreement and Licensor's rights, title and interest hereunder, shall be assigned to the succeeding legal owner of the Patents.

13. Notices.

All reports, approvals, notices (including, but not limited to Change of Ownership notices), requests, demands and any other communications hereunder shall be made in writing and shall be deemed to have been duly given if (i) delivered or sent by a nationally-recognized overnight courier or mail service, or (ii) delivered or sent by prepaid registered or certified mail, return receipt requested, if to Licensee, addressed to:

W.D.K. Ventures LLC
3800 38th Way S.
St. Petersburg, FL 33711
Attention: Will Nelson

If to Licensor:

Nicholas Hays

5453 Duncanwood Drive
Sarasota, FL 34232

14. Entire Agreement.

This Agreement contains the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof, supersedes all prior oral or written understandings and agreements relating thereto, and may not be modified, unless agreed to by the Parties in writing.

15. Relationship of the Parties.

Nothing herein contained shall be construed to constitute the Parties hereto as partners or as joint venturers, or either as agent of the other, and Licensee and Licensor shall have no power to obligate or bind each other in any manner whatsoever. Licensor is an independent contractor.

16. Jurisdiction.

This Agreement shall be considered as having been entered into in the State of Michigan and shall be construed and interpreted in accordance with the substantive laws of the State of Michigan without regard to conflicts of laws principles. Any legal actions pertaining to this Agreement shall be commenced in the State of Michigan.

17. Severability.

Should a court of competent jurisdiction declare or determine any part of this Agreement to be null, void or otherwise unenforceable, such judgment or decision shall not invalidate, nullify or affect the due enforceability of any other parts of this Agreement which shall remain in full force and effect. In such event, the Parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

18. Counterparts.

This Agreement may be executed in any number of counterparts and with facsimile signatures each of which shall be an original, and all of which shall constitute but one and the same instrument.

19. No Waiver.

No failure or delay by either Party at any time to enforce any provision of this Agreement or exercise any right or remedy hereunder shall be construed as a waiver or relinquishment of any such provision, right or remedy and this Agreement and all provisions thereof shall remain in full force and effect notwithstanding any such failure or delay.

[signatures to follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Execution Date first above written.

NICHOLAS HAYS

[Handwritten signature of Nicholas Hays]

W.D.K. VENTURES LLC

By: *[Handwritten signature of Will C Nelson]*
Name: Will C Nelson
Title: AMBR

STATE OF Florida)
COUNTY OF Sarasota)

NICHOLAS HAYS appeared before me on June 8, 2016, and acknowledged that he signed the foregoing agreement as his free act and deed.

[Handwritten signature of Amanda Durbin]
Notary Public, Sarasota County, FL
My commission expires: 8/3/2018
Acting in County of Sarasota



STATE OF FL)
COUNTY OF Pinellas)

Willie Nelson, ~~Dwayne C. Matt~~, authorized representative of W.D.K. Ventures LLC, appeared before me on July 7, 2016, and acknowledged that ~~he~~ she signed the foregoing agreement on behalf of the limited liability company as his/her free act and deed.

[Handwritten signature of Dwayne C. Matt]
Notary Public, FL County, Pinellas
My commission expires: _____
Acting in County of _____

