504145336 12/14/2016

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RANDAL A HETRICK	10/24/2016
MAURICIO HERNAN DELGADO	10/24/2016

RECEIVING PARTY DATA

Name:	FITNESS ANYWHERE LLC
Street Address:	1660 PACIFIC AVENUE
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94109

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15359176

CORRESPONDENCE DATA

Fax Number: (312)609-5005

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.

Phone: 312-609-7745

Email: AVILLENEUVE@VEDDERPRICE.COM

Correspondent Name: VEDDER PRICE P.C.

Address Line 1: 222 N. LASALLE STREET

Address Line 4: CHICAGO, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	45431000469
NAME OF SUBMITTER:	ALAIN VILLENEUVE
SIGNATURE:	/Alain Villeneuve/
DATE SIGNED:	12/14/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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ASSIGNMENT

This Assignment Agreement (the "Agreement") is made and entered into on the date set forth below on the signature pages attached hereto by and between the following:

Randal Hetrick, residing and having a post office address at 1660 Pacific Avenue, San Francisco, CA 94109 and Mauricio Hernan Delgado, residing and having a post office address at 15 Elm Avenue, San Anselmo, CA 94960; (the "Assignors"); and

Fitness Anywhere LLC, a California limited liability company, located and doing business at 1660 Pacific Avenue, San Francisco, CA 94109 (the "Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor has invented certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

APPARATUS, KIT, AND METHOD FOR PERFORMING STRAP-BASED EXERCISES

U.S. Application No:	15/359,176	Filing Date:	November 22, 2016

WHEREAS, Assignee is desirous of acquiring Assignor's right, title, and interest in, to, and under such improvements, such application, any Letters Patent that may be granted on the same, and any other application or Letters Patent covering such improvements (the "Patent Rights") as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in consideration of the foregoing, the mutual covenants set forth herein, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

- 1. Assignor hereby sells, assigns, and transfers to Assignee Assignor's right, title, and interest in, to, and under the Patent Rights and any other application or Letters Patent covering the Patent Rights that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part.
- 2. Assignor hereby sells, assigns, and transfers to Assignee all Assignor's right, title, and interest in and to any related or counterpart patent applications, invention registrations or equivalents thereto and any Letters Patent therefrom in all countries foreign to the United States, including the right to claim priority under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose, claiming approximately the same subject matter of the Patent Rights.
- 3. Assignor represents and warrants that all such sales, assignments, and transfers are valid and free and clear of all liens, encumbrances, and claims of third parties.

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- 4. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, heirs, legatees, and personal representatives, as the case may be.
- 5. Assignor covenants to (a) execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in, to, and under the Patent Rights in Assignee; (b) assist Assignee in the prosecution of any of the applications herein referred to, including, without limitation, signing all lawful papers, executing all divisional, continuation, continuation-in-part, reissue, and substitute applications, making all lawful oaths, and assisting in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patent Rights in all countries; and (c) assist Assignee in the prosecution or defense of any interference, infringement, or other action that may arise involving the Patent Rights or any claim thereto or thereunder, including, without limitation, testifying in any legal proceedings and notifying Assignee promptly of any subpoena or contact by any person other than Assignee or its agents regarding the Patent Rights, and in any event at least one week prior to any deposition, legal inquiry, or legal proceeding relating to the Patent Rights.
- 6. Assignor covenants that the Commissioner of Patents and Trademarks is authorized and requested to issue any Letters Patent arising from the Patent Rights to Assignee in accordance with the terms of this Agreement.
- 7. Assignor hereby authorizes and requests the attorneys of record in the application bearing the abovementioned docket number to insert in this assignment the U.S. application number of said application when officially known, if applicable.

* * * * * * * *

[Continued On Next Page]

PATENT Docket No. 45431.00.0469

Dated:	Randal Hetrick
STATE OF	
I, the undersigned, a Notary Public in and certify that Randal Hetrick, personally known to subscribed to the foregoing instrument, appeared be that he signed, sealed and delivered the said instrurand purposes therein set forth.	efore me this day in person and acknowledged
day of2016.	set my hand and Notarial Seal, this
My Commission Expires:	Notary Public
	SEE ATTACHED ACKNOWLEDGIAGNT

PATENT Docket No. 45431.00.0469

Dated: 10/24/16	Companio
	Mauricio Hernan Delgado
STATE OF	market and the second
certify that Mauricio Hernan Delgado, personally name is subscribed to the foregoing instrument, acknowledged that he signed, sealed and delivered act for the uses and purposes therein set forth.	appeared before me this day in person and
My Commission Expires:	
•	Notary Public
* * * * *	* * * SEE ATTACHED ACKNOWLEDGMENT

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[End of Assignment]

California all-purpose acknowledgment

A notary public or other officer completing this certific document to which this certificate is attached, and not	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California Gounty of <u>Jan Franciaco</u>	
Date	Tour Wons Notang Public , Here Insert Name and Title of the Officer
personally appearedR	Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
GLORIA M. WONG	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Commission # 1995354 Notary Public - California	WITNESS my hand and official seal.
San Mateo County My Comm. Expires Oct 26, 2016	Signature Annual
	Signature of Notar <u>y P</u> ublic
Place Notary Seal Above	
Though this section is optional, completing the	PTIONAL is information can deter alteration of the document or its form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
	an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	Corporate Officer — Title(s):
□ Partner - □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator
Other:	
Signer Is Representing:	Signer Is Representing:

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Signer Is Representing: _____ Signer Is Representing: ____

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