

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4305717

| | |
|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| RANDAL A HETRICK | 12/19/2016 |
| MAURICIO HERNAN DELGADO | 12/19/2016 |
| 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: | 29587145 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)609-5005 |
| <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: | 312-609-7850 |
| Email: | AVILLENEUVE@VEDDERPRICE.COM |
| Correspondent Name: | ALAIN VILLENEUVE C/O VEDDER PRICE P.C. |
| Address Line 1: | 222 N. LASALLE STREET |
| Address Line 2: | 25TH FLOOR |
| Address Line 4: | CHICAGO, ILLINOIS 60601 |
| ATTORNEY DOCKET NUMBER: | 45431000484 |
| NAME OF SUBMITTER: | ALAIN VILLENEUVE |
| SIGNATURE: | /Alain Villeneuve/ |
| DATE SIGNED: | 03/07/2017 |
| Total Attachments: 5 | |
| source=484Executed_Assignment_by_Hetrick_and_Delgado#page1.tif | |
| source=484Executed_Assignment_by_Hetrick_and_Delgado#page2.tif | |
| source=484Executed_Assignment_by_Hetrick_and_Delgado#page3.tif | |
| source=484Executed_Assignment_by_Hetrick_and_Delgado#page4.tif | |

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 A. 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:

FLATTENED DUAL-STACKED LENGTHENING MECHANISM FOR A FLEXIBLE STRAP

U.S. Application No: 29/587,145 Filing Date: December 9, 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.

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]

Dated: 12/19/16


Randal A. Hetrick

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Randal A. Hetrick, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.


IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this _____
day of _____ 2016.

My Commission Expires:

Notary Public

SEE ATTACHED ACKNOWLEDGMENT

* * * * *


Mauricio Hernan Delgado

STATE OF _____)
)
COUNTY OF _____) SS

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Mauricio Hernan Delgado, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this _____ day of _____ 2016.

My Commission Expires: _____

Notary Public

SEE ATTACHED ACKNOWLEDGMENT

* * * * *

[End of Assignment]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

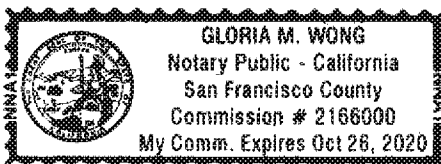
State of California)
County of San Francisco)

On December 19, 2016 before me, Gloria Wong, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Randal A. Hetrick and Mauricio Hernan Delgado
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____