

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ROBERT R. BERTSCHY	04/20/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	FLYBAR, INC.	
<b>Street Address:</b>	8093 RT. 209	
<b>City:</b>	ELLENVILLE	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	12428	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	29588493	
<b>Patent Number:</b>	D778381	
<b>Patent Number:</b>	9511296	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)759-5646	
<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>		
<b>Phone:</b>	3123571313	
<b>Email:</b>	msweetin@btlaw.com	
<b>Correspondent Name:</b>	THOMAS J. DONOVAN	
<b>Address Line 1:</b>	BARNES & THORNBURG, LLP	
<b>Address Line 2:</b>	P.O. BOX 2786	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60690-2786	
<b>ATTORNEY DOCKET NUMBER:</b>	67415-100	
<b>NAME OF SUBMITTER:</b>	THOMAS J. DONOVAN, REG. NO. 33231	
<b>SIGNATURE:</b>	/Thomas J. Donovan/	
<b>DATE SIGNED:</b>	04/24/2017	
<b>Total Attachments: 2</b>		
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source=Flybar_Patent_Assignment#page2.tif		

## PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made by and between Robert R. Bertschy, individual, with an address of 563 Water Turkey Retreat, Charleston, South Carolina 29412 ("Assignor"), and Flybar, Inc., a New Jersey corporation with an address of 8093 Rt. 209, Ellenville, NY 12428 ("Flybar") (the "Assignee").

WHEREAS, Assignor represents and warrants that he is the owner of U.S. Patent No. 9,511,296 entitled "Swing With Adjustable Handle" dated December 6, 2016 and U.S. Design Patent No. D778,381 entitled "Swing" dated February 7, 2017, and U.S. design patent application No. 29/588,493 entitled "Swing" filed on December 21, 2016 (hereinafter, the "Patent Rights" shall mean, collectively, U.S. Patent No. 9,511,296, U.S. Design Patent No. D778,381, U.S. design patent application No. 29/588,493 and any and all patents and patent applications that claim priority to any of the foregoing);

WHEREAS, Assignor represents and warrants that he is the sole inventor of the claimed subject matter of the Patent Rights; and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee desires to acquire and accept from Assignor, right, title and/or interest in the Patent Rights; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

Assignor hereby assigns, transfers, conveys and delivers to Assignee Assignor's entire right, title and interest in and to the Patent Rights for Assignee's own use and enjoyment to the full end of the term or terms for which such Patent Rights may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made, including the right to sue and collect for all past and future infringements thereof and all other rights, interests, claims and demands recoverable in law or equity.

At any time after the date of this Assignment, Assignor hereby agrees that Assignor shall, from time to time, execute and deliver to Assignee such additional documents, conveyances and assurances and take other action as shall be necessary, or otherwise reasonably requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purpose of this Assignment.

Assignor's representations and warranties set forth above in the "WHEREAS" clauses are incorporated into this Assignment.

Assignor further represents and warrants that he did not file any foreign patent applications for any of the subject matter of the Patent Rights.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed.

Robert R. Bertschy

*Robert Bertschy*

Date: 4/20/17

FLYBAR, Inc.

By: 

Name: Saul Wolhendler

Title: President & CEO

Date: 04/23/2017