

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4615544

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ALY E. ORADY	08/18/2017
BRET G. STOTT	04/15/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RIPT LABS, INC.
<b>Street Address:</b>	1074 FOLSOM ST.
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15655682
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)973-2595
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<b>Phone:</b>	408-973-2585
<b>Email:</b>	vpula@ip-patent.com
<b>Correspondent Name:</b>	VAN PELT, YI & JAMES LLP
<b>Address Line 1:</b>	10050 N. FOOTHILL BLVD.
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<b>Address Line 4:</b>	CUPERTINO, CALIFORNIA 95014
<b>ATTORNEY DOCKET NUMBER:</b>	RIPTP001
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER C. TAN
<b>SIGNATURE:</b>	/Christopher C. Tan/
<b>DATE SIGNED:</b>	09/27/2017
<b>Total Attachments: 6</b>	
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## ASSIGNMENT OF PATENT APPLICATION

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

### DIGITAL STRENGTH TRAINING

for which I (we) have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on Jul 20 2017, and which bears the Application No. 15/655,682 (the "APPLICATION");

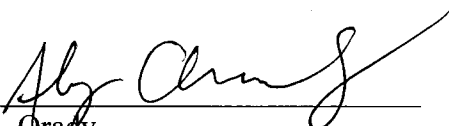
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventor(s) hereby:

- 1) Sell, assign, and transfer to Ript Labs, Inc., a Delaware corporation having a place of business at 1074 Folsom St., San Francisco, CA 94103, United States of America, (hereinafter referred to as "ASSIGNEE"), the entire worldwide right, title and interest in and to: (a) the APPLICATION; (b) any application to which the APPLICATION claims priority and any application at least in part based upon the APPLICATION; (c) all provisional, utility, divisional, continuation, continuation-in-part, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; (e) any and all improvements and inventions disclosed in (a), (b), (c), and (d) above; (f) all rights of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of any provisional rights; and (g) all claims for past, present and future infringement of any patent in (d) above, including all rights to sue for and to receive and recover for the ASSIGNEE's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of any patent in (d) above.
- 2) Authorize and request the issuance of any and all patent(s) resulting from said application or any division(s), continuation(s), continuation-in-part(s), substitutes(s), reissue(s), or other application(s) related thereof, which have been or may be filed in the United States or elsewhere in the world, to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said APPLICATION, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications. Such acts shall include (a) executing all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to the ASSIGNEE the rights, titles and interests herein conveyed; (b) communicating to the ASSIGNEE all known facts relating to any subject matter disclosed in the APPLICATION or any application or patent related to the APPLICATION; and (c) generally doing all lawful acts that the ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection and for vesting in the ASSIGNEE the rights, titles, and interests herein conveyed.

4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.

5) Warrant and represent that I/we have the rights, titles, and interests to convey as set forth herein, and have not entered, and will not enter into any assignment, grant, mortgage, license, contract, agreement, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

1) Signature:  Date: 8/18/2017  
Typed Name: Aly E. Orady

2) Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Name: Bret G. Stott

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement that Ript Labs, Inc., a Delaware corporation (the "Company") and I (~~Bob Slat~~) have had since the commencement of my employment (which term, for purposes of this agreement, shall be deemed to include any relationship of service to the Company that I may have had prior to actually becoming an employee) with the Company in any capacity and that is and has been a material part of the consideration for my employment by Company:

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company to and only to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively "Inventions") and I will promptly disclose all Inventions to Company. Without disclosing any third party confidential information, I will also disclose anything I believe is excluded by Section 2870 so that the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. Without limiting Section 1 or Company's other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Company, I use or disclose my own or any third party's confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers

or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information.

However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine.

Upon termination of my employment, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. Until one year after the term of my employment, I will not encourage or solicit any employee or consultant of Company to leave Company for any reason (except for the bona fide firing of Company personnel within the scope of my employment).

6. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of Company.

8. I agree that my obligations under paragraphs 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.

**I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT**

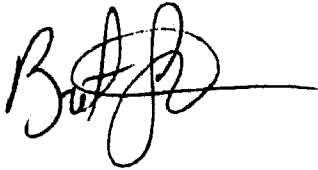
**PATENT**

**VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.**

4/15, 2016

Employee

Signature



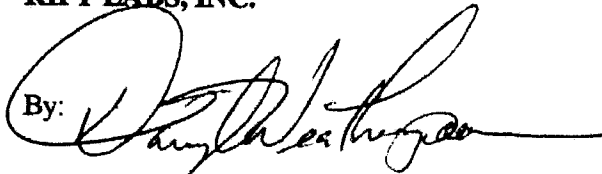
Name (Printed)

Bret Stitt

Accepted and Agreed to:

**RIPT LABS, INC.**

By:



Name: Darryl Weatherspoon

Title: Co-founder / VP Product & Engineering

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APPENDIX A

**California Labor Code Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

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(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

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