

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4860827

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DARREN A FANO	12/18/2017
CHRISTOPHER BOHN	12/18/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BOOTYMAKER, LLC
<b>Street Address:</b>	299 W. CAMINO GARDENS BOULEVARD
<b>Internal Address:</b>	STE. 103B
<b>City:</b>	BOCA RATON
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33432
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15849769
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	561-860-0654
<b>Email:</b>	allen@afbip.com
<b>Correspondent Name:</b>	BENNETT INTELLECTUAL PROPERTY
<b>Address Line 1:</b>	4970 SW 8 STREET
<b>Address Line 4:</b>	MARGATE, FLORIDA 33068
<b>ATTORNEY DOCKET NUMBER:</b>	LLBOOTYASS
<b>NAME OF SUBMITTER:</b>	ALLEN F BENNETT
<b>SIGNATURE:</b>	/Allen F. Bennett/
<b>DATE SIGNED:</b>	03/12/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>	
source=ass1-4#page1.tif	
source=ass1-4#page2.tif	
source=ass1-4#page3.tif	

source=ass1-4#page4.tif

source=ASSIGNMENTSIGNED#page1.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Assignment”) is made and entered into this 18th day of December, 2017 (“Effective Date”), by and among **DARREN A. FANO**, an individual, and **CHRISTOPHER BOHN**, an individual, (collectively, the “Assignor”), and **BOOTY MAKER, LLC**, a Florida limited liability company (“Assignee”). Assignor and Assignee are collectively referred to herein as the “Parties” and individually as a “Party.”

### RECITALS

WHEREAS, Assignor is the owner of a provisional patent, a copy of which is attached as Exhibit “A”, for an exercise system known as THE BOOTY PRO, which provisional patent has been filed with the U.S. Patent and Trademark Office as Application Number: 62439184, EFS ID: 27901160 (the “Exercise System” or the “Invention”);

WHEREAS, Assignor desires to transfer to Assignee all (i) copyrightable material related to or used in connection with the Exercise System, including, without limitation, the above-described provisional patent, as well as all United States and foreign trademarks, service marks, trade dresses, trade names, patents, patent applications, domain names and business names related to or used in connection with the Exercise System, and (ii) all other Intellectual Property rights related to or used in connection with the Exercise System (the “Other Intellectual Property”).

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Works and Marks. Effective as of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, its successors and assigns, the entire right, title and interest in and to the Exercise System throughout the world, specifically including U.S. Provisional Patent Application with Application Number: 62439184, EFS ID: 27901160, and also including, without limitation, (i) all registrations and applications for registration of the Exercise System throughout the world, including all corresponding domestic and foreign applications, all Letters Patent or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and (ii) the right to sue for damages and other remedies for any past, present and future misappropriations thereof and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

2. Assignment of Other Intellectual Property. Effective as of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Other Intellectual Property, including, without limitation, the right to sue for damages and other remedies for any past, present and future infringements or violations thereof and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

3. Authorizations of Assignors. I(we) authorize the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue the Letters Patent or similar legal protection to the Assignee. I(we) authorize the Assignee, its successors and assigns, or

anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries.

4. Representations by Assignors. I(we) represent to the Assignee, its successors and assigns, that I(we) have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. I(we), my(our) executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in any and all countries. I(we) hereby declare that the above-identified application was made or authorized to be made by me. I(we) believe that I am (we are) the original inventor(s) or current owners of an interest in the above referenced patent(s) and patent application(s). I(we) hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

3. Further Assurances. Assignor agrees, without further consideration, to take all such other action and to procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Exercise System and Other Intellectual Property.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of and shall be enforceable by Assignor, Assignee and their respective legal representatives, successors and assigns.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, excluding its conflicts of laws rules. In connection with any legal proceeding and/or arbitration, the prevailing party in any dispute related to this Agreement shall be entitled to recover from the non-prevailing party its court costs, and reasonable attorney's fees incurred in connection therewith, and in any appeal or enforcement proceeding thereafter (including the right to attorneys' fees in any subsequent attorneys' fee dispute), in addition to all other recoverable costs.

6. Arbitration.

- a. General. The Parties agree to submit all controversies, claims and matters of difference arising under or relating to this Agreement to binding arbitration in accordance with the provisions and procedures set forth herein. Without limiting the generality of the foregoing, the following shall be considered controversies for this purpose: (1) all questions relating to the interpretation or breach of this Agreement, (2) all questions relating to any representations, negotiations and other proceedings leading to the execution of this Agreement, and (3) all questions as to whether the right to arbitrate any such question exists.

- b. **Procedures.** Such arbitration procedures shall be conducted before a single arbitrator, sitting in a location selected by mutual agreement within Palm Beach County, Florida in accordance with the rules for commercial arbitration of the American Arbitration Association then in effect.
- c. **Authority.** The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, the issuance of an injunction.
- d. **Judgment.** Judgment may be entered on the arbitrator's award in any court having of competent jurisdiction; however, the parties hereto each consent to the jurisdiction of the state and Federal courts located in Palm Beach County, Florida, with respect to any proceeding to enter judgment upon the arbitrators' award, without regard to and irrespective of any claims of forum non conveniens.
- e. **Statute of Limitations.** The arbitration procedures set forth herein shall in no respect be construed to prevent a party hereto from instituting formal proceedings at any time to avoid the expiration of any applicable statute of limitations or to preserve a senior position with respect to creditors.
- f. **Enforcement.** These arbitration procedures specifically contemplate that the Parties shall be entitled to seek enforcement of this Agreement in any court of competent jurisdiction to the fullest extent permitted by law, by seeking any remedy available at law or in equity, including but not limited to a temporary restraining order, preliminary and/or temporary injunctive relief and specific, until the arbitration award is rendered or the controversy is otherwise resolved, without having to post any bond.

7. **Severability.** If any provision, clause or part of this Assignment or the application thereof under certain circumstances is held invalid or unenforceable, the remainder of this Assignment, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

8. **Waiver and Amendments.** No failure or delay on the part of either Party in exercising any of its respective rights hereunder upon any failure by the other Party to perform or observe any condition, covenant or provision herein contained shall operate as a waiver thereof, nor shall any single or partial exercise of any such rights preclude any other or further exercise thereof or the exercise of any other right hereunder. This Assignment may not be amended, modified or waived except by written agreement signed by Assignor and Assignee.


9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any signature page delivered by a fax machine shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requires it.

*[Signatures on following page.]*

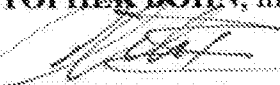
IN WITNESS WHEREOF, the Parties have executed this INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT as of the date set forth above.

**ASSIGNOR:**

By: **DARREN A. FANO**, individually

Signature:  \_\_\_\_\_

By: **CHRISTOPHER BOHN**, individually

Signature:  \_\_\_\_\_

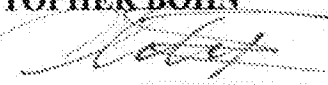
**ASSIGNEE**

By: **DARREN A. FANO**

Signature:  \_\_\_\_\_

Title: as Manager/Member of Booty Maker, LLC

By: **CHRISTOPHER BOHN**

Signature:  \_\_\_\_\_

Title: as Manager/Member of Booty Maker, LLC