

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5023006

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	GRZEGORZ LYSZCZARZ	10/25/2013
RECEIVING PARTY DATA		
Name:	HOIST FITNESS SYSTEMS, INC.	
Street Address:	11900 COMMUNITY ROAD	
City:	POWAY	
State/Country:	CALIFORNIA	
Postal Code:	92064	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	8057368	
Patent Number:	8308620	
Patent Number:	8926480	
CORRESPONDENCE DATA		
Fax Number:	(619)696-7124	
<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:	619-696-6700	
Email:	ipdocket@gordonrees.com	
Correspondent Name:	GORDON & REES LLP	
Address Line 1:	101 WEST BROADWAY, SUITE 1600	
Address Line 2:	DAVID R. HECKADON	
Address Line 4:	SAN DIEGO, CALIFORNIA 92101	
ATTORNEY DOCKET NUMBER:	BHFIT-1024845	
NAME OF SUBMITTER:	DAVID R. HECKADON	
SIGNATURE:	/DAVID R. HECKADON/	
DATE SIGNED:	06/25/2018	
Total Attachments: 12		
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LYSZCZARZ LICENSE AGREEMENT

THIS LYSZCZARZ LICENSE AGREEMENT (this "Agreement") is entered into by and between Grzegorz Lyszczarz, an individual residing at 1333 Bentley Dr., London, ON, N5V 4M5, CANADA, ("Lyszczarz"), and Hoist Fitness Systems, Inc., a California corporation with its principal place of business at 11900 Community Road, Poway, CA 92064, U.S.A. ("Hoist Fitness"). Lyszczarz and Hoist Fitness are referred to in this Agreement individually as a "Party" and collectively as the "Parties". This Agreement is effective as of October 25, 2013 (the "Effective Date").

WHEREAS, Lyszczarz is the owner of certain patents and patent applications which Hoist Fitness wishes to exclusively license for the development, use, and sale of products.

NOW, THEREFORE, in consideration of the representations and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 "Affiliate" shall mean, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with, such Person. A Person shall be regarded as in control of another Person if it owns, or directly or indirectly controls, at least forty percent (40%) of the voting stock or other ownership interest of the other Person, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of the other Person by any means whatsoever.

1.2 "Confidential Information" shall mean, with respect to a Party, all information of any kind whatsoever, and all tangible and intangible embodiments thereof of any kind whatsoever, which is disclosed by such Party to the another Party pursuant to this Agreement and is marked, identified as or otherwise acknowledged to be confidential at the time of disclosure to the other Party. In addition, the terms of this Agreement are Confidential Information. Notwithstanding the foregoing, Confidential Information of a Party shall not include information which the other Party can establish by written documentation (a) to have been publicly known prior to disclosure of such information by the disclosing Party to the other Party, (b) to have become publicly known, without fault on the part of the other Party, subsequent to disclosure of such information by the disclosing Party to the other Party, (c) to have been received by the other Party at any time from a source, other than the disclosing Party, rightfully having possession of and the right to disclose such information, (d) to have been otherwise known by the other Party prior to disclosure of such information by the disclosing Party to the other Party, or (e) to have been independently developed by employees or agents of the other Party without access to or use of such information disclosed by the disclosing Party to the other Party.

1.3 "Field" shall mean the area of exercise equipment and fitness equipment.

1.4 "Licensed Product" means any service, composition, machine or product that the manufacture, use, sale, offer for sale, or importation of which would constitute, but for

the license granted to Hoist Fitness under this Agreement, an infringement, an inducement to infringe or contributory infringement, of any issued claim within the Patent Rights.

1.5 "Net Sales Proceeds" The term "Net Sales Proceeds" shall mean the total gross sales realized by Hoist Fitness in the manufacture, importation, distribution, marketing, sale, licensing, leasing or other disposition of Hoist's Licensed Products within the Territory, less excise taxes, sales taxes, discounts, allowances shown on an invoice or memoranda issued to a customer and bad debts. Net Sales Proceeds shall exclude returns supported by credit memoranda issued to a customer. However, when the Licensed Product includes components not covered by any issued claim within the Patent Rights and components covered by any issued claim within the Patent Rights (in combination referred to as a "Compound Product"), the Net Sales Proceeds for such a Compound Product shall only include the percentage of the gross sales attributable to the value of components covered by any issued claim within the Patent Rights. The percentage of the gross sales receipts shall be determined by dividing the fair market value of the components covered by any issued claim within the Patent Rights by the total of the gross sales realized for that Compound Product less excise taxes, sales taxes, discounts, allowances shown on an invoice or memoranda issued to a customer and bad debts and shall exclude returns supported by credit memoranda issued to a customer. The fair market value of components covered by any issued claim within the Patent Rights shall be the lesser of the price such components are sold by Hoist Fitness as a standalone product (if sold that way) or the price such components are sold by Hoist Fitness as an option in combination with other components. If the components covered by any issued claim within the Patent Rights are not sold as an option or as standalone products, the parties shall negotiate in good faith to determine a fair market value of the components covered by any issued claim within the Patent Rights.

1.6 "Patent Rights" shall mean Lyszczarz' rights in (i) the patents and patent applications set forth in Exhibit A attached hereto, (ii) all patents and patent applications owned or controlled by Lyszczarz as of the effective date, (iii) any patents and patent applications claiming the benefit of the filing date of any of the foregoing patents and patent applications, (iv) any patents and patent applications naming Lyszczarz as an inventor and directed to an invention embodied in the Prototype Three-Point Adjustment Multi-purpose Exercise Machine, and (v) any patents and patent applications in the Field, naming Lyszczarz as an inventor and filed after the effective date.

1.7 "Person" shall mean an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

1.8 "Prototype Three-Point Adjustment Multi-purpose Exercise Machine" shall mean that machine prototype exercise machine shown by Lyszczarz to representatives of Hoist Fitness on October 8, 2013.

1.9 "Territory" shall mean any country in which the any of the Patent Rights are in force.

1.10 "Third Party" shall mean any Person other than Lyszczarz or Hoist Fitness.

2. REPRESENTATIONS AND WARRANTIES

2.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party as follows:

2.1.1 Authorization and Enforcement of Obligations. Such Party has the power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder. This Agreement constitutes a legal, valid, binding obligation, enforceable against such Party in accordance with its terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity.

2.1.2 No Consents. All necessary consents, approvals and authorizations of all governmental authorities and other Persons required to be obtained by such Party in connection with the execution, delivery and performance of this Agreement have been obtained.

2.1.3 Ownership. Lyszczarz represents and warrants to Hoist Fitness that he is the exclusive and sole owner of the patent and patent applications listed on Exhibit A.

2.1.4 No Conflict. The execution and delivery of this Agreement and the performance of such Party's obligations hereunder (a) do not conflict with or violate any requirement of law or regulations applicable to such Party, and (b) do not conflict with, or constitute a default under, any contractual obligation of such Party.

3. LICENSE GRANTS

3.1 Licensed Patent Rights to Hoist Fitness. Subject to the limitations set forth in this Agreement, Lyszczarz hereby grants to Hoist Fitness an exclusive license under the Patent Rights in the Territory to make and have made, to use and have used, to sell and have sold, to offer for sale, and to import and have imported products and to practice methods and to exploit the Patent rights to the fullest extent possible.

3.2 Sublicenses by Hoist Fitness. The license granted in Paragraph 3.1 includes the right of Hoist Fitness to grant sublicenses to Third Parties during the term of this Agreement. With respect to sublicenses granted pursuant to this Section 3.2, Hoist Fitness shall:

3.2.1 to the extent applicable, include all of the rights of and obligations due to Lyszczarz and contained in this Agreement; and

3.2.2 promptly provide Lyszczarz with a copy of each sublicense issued.

4. ROYALTIES

4.1 License Royalty. Hoist Fitness shall pay to Lyszczarz a royalty [REDACTED] of the Net Sales Proceeds of all Licensed Products sold by Hoist Fitness after the Effective Date. Payment of such earned royalty shall be due and payable to Lyszczarz by Hoist Fitness on or before the expiration of thirty (30) days after the end of each fiscal quarter of Hoist Fitness in accordance with paragraph 4.02.

4.2 Quarterly Reports. Hoist Fitness shall submit to Lyszczarz a quarterly royalty report, accompanied by payment of the royalty then due with respect to the fiscal quarter just ended. Said report and payment shall be submitted within thirty (30) days following the end of each fiscal quarter, and shall set forth, as applicable, the Net Sales Proceeds for such quarter period, the royalty payment due thereon, and any credits, including claims or offsets claimed by Hoist.

4.3 Interest. Hoist Fitness shall pay interest to Lyszczarz on any and all amounts of royalties that are at any time overdue to Lyszczarz at the rate of [REDACTED] per annum from the date ten days after such royalties were due and payable to the date of actual payment.

4.4 Records. Hoist Fitness shall keep correct and complete records with respect to Licensed Products sold. The relevant records of Hoist shall be open to inspection at all reasonable times during normal business hours by a representative of Lyszczarz agreed upon by the parties or, at the request of either party, by an independent certified public accountant, provided that fifteen (15) days written notice is given to Hoist prior to said inspection. Such representative or accountant shall report to Lyszczarz only such information as is required to compute the payments due to Lyszczarz under this Agreement. No more than one (1) inspection shall be permitted each calendar year. Any such inspection shall be limited to those records which Hoist is required to maintain under this Agreement, and shall not include any records which are more than three (3) years old at the time of such inspection. Lyszczarz agrees to hold all such data and reports completely confidential and to impose a similar requirement of confidentiality on any accountant appointed under this provision. If any inspection reveals that the royalties reported and/or paid by Hoist to Lyszczarz during any calendar year were understated by [REDACTED] or more, then Hoist shall (a) pay to Lyszczarz an additional amount equal to interest at the rate of [REDACTED] per annum on the amount equal to the difference between the amount actually due and the amount actually paid, and (b) reimburse Lyszczarz for all costs and expenses actually incurred by Lyszczarz in connection with the inspection, which amounts shall be due and payable within thirty (30) days after written demand from Lyszczarz. Otherwise, all costs and expenses incurred by Lyszczarz in connection with any inspection of Hoist's records and books of account shall be borne by Lyszczarz.

4.5 Single Royalty. Nothing in this Agreement shall be construed to require the payment of more than a single royalty per single unit of Licensed Product sold by Hoist.

4.6 Exceptions to Royalty. Nothing in this Agreement shall require Hoist to pay a royalty based on returns of product or the loan or placement of Hoist's Licensed Products for purposes of tests or trials, provided that such loan or placement is free of charge (except for direct, out-of-pocket expenses and similar reimbursement) to the party conducting such tests or trials.

PAYMENTS

5.1 Payment Terms. All payments required hereunder shall be paid in United States dollars.

6. CONFIDENTIALITY

6.1 Confidential Information. During the term of this Agreement, and for a period of five (5) years following the expiration or earlier termination hereof, each Party shall maintain in confidence all Confidential Information (including the terms of this Agreement) disclosed by the other Party, and shall not use, disclose or grant the use of the Confidential Information except on a need-to-know basis to those directors, officers, employees, consultants, clinical investigators, contractors, (sub)licensees, distributors or permitted assignees, to the extent such disclosure is reasonably necessary in connection with such Party's activities as expressly authorized by this Agreement. To the extent that disclosure to a Third Party is authorized by this Agreement, prior to such disclosure, the disclosing Party shall obtain the agreement of such Third Party to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement. Each Party shall notify the other promptly upon discovery of any unauthorized use or disclosure of the other Party's Confidential Information.

6.2 Permitted Disclosures. The confidentiality obligations contained in this Section 6 shall not apply to the extent that the receiving Party (the "Recipient") is required (a) to disclose information by law, order or regulation of a governmental agency or a court of competent jurisdiction, or (b) to disclose information to any governmental agency for purposes of obtaining approval to test or market a Product, provided in either case that the Recipient shall provide written notice thereof to the other Party and sufficient opportunity to object to any such disclosure or to request confidential treatment thereof

7. PATENTS

7.1 Control of Patent Prosecution. As of the Effective Date, Hoist Fitness shall take over control of prosecuting and maintaining all of the patents and applications in the Patent Rights at its own expense using counsel of its choice. Hoist Fitness control of prosecuting and maintaining all of the patents and applications in the Patent Rights shall be at its sole discretion. Prosecution and maintenance shall include, for example, continuation applications, continuation-in-part applications, reissue applications, the filing of new patent applications directed to inventions embodied in the Prototype Three-Point Adjustment Multi-purpose Exercise Machine and filing new patent applications in the Field which name Lyszczarz as an inventor. Hoist Fitness shall provide Lyszczarz with copies of all relevant documentation relating to such prosecution and Lyszczarz shall keep this documentation confidential. Such counsel shall take instructions only from Hoist Fitness. Lyszczarz shall cooperate with and assist, at no charge, Hoist Fitness and its counsel in prosecuting and maintaining all of the patents and applications in the Patent Rights. Lyszczarz's cooperation and assistance shall include, but is not limited to: (i) signing such documents as Hoist Fitness may reasonably request, (ii) providing input on responding to office actions, (iii) notifying Hoist Fitness of new inventions and improvements in the Field created or contributed to by Lyszczarz, and (iv) reviewing and providing feedback on new patent applications. Any new patent applications, continuation applications, continuation-in-part applications and reissue applications shall be remain the property of Lyszczarz.

7.2 Prosecution and Maintenance. Hoist Fitness may elect to terminate its responsibility for filing, prosecuting and maintaining any patent application or patent in the Patent Rights upon three (3) months' written notice to Lyszczarz. Lyszczarz, in his sole discretion and at his sole expense, may continue prosecution and maintenance of said application or patent. Lyszczarz is not obligated to file, prosecute or maintain Patent Rights where Hoist Fitness has terminated its responsibility for prosecuting and maintaining such patent or patent application. However, any such patent or patent application shall remain in the Patent Rights.

7.3 Enforcement

7.3.1 If either Party learns of any infringement of the Patent Rights, that Party shall so inform the other Party and provide the other Party with all information and evidence it has of such infringement. For a period of sixty days after receiving or providing such notice of such infringement, Hoist Fitness shall have the exclusive right, but not the obligation, to take any and all such actions (including the initiation of legal proceedings) as Hoist Fitness deems necessary or appropriate to enforce such Patent Rights (referred to as "Hoist Fitness Enforcement"). If requested by Hoist Fitness, Lyszczarz shall join in any such legal proceeding at Hoist Fitness's expense. In connection with a Hoist Fitness Enforcement, Hoist Fitness shall deduct the expenses it has paid out for such Hoist Fitness Enforcement (including, for example, attorney fees, expert fees, and all other associated expenses) from any royalties due to Lyszczarz. However, Hoist Fitness may not deduct more than fifty percent of the royalties due to Lyszczarz in any one quarter. Hoist Fitness may carry its undeducted expenses forward to successive quarters for deduction. Any recoveries obtained by Hoist shall first be applied to any expenses incurred by Hoist Fitness that have not been deducted from royalties due to Lyszczarz and any remaining recovery shall be divided evenly between the parties.

7.3.2 If Hoist Fitness does not take any action to enforce such Patent Rights during such sixty-day period, then Lyszczarz shall have ninety days after the sixty days to notify Hoist Fitness whether Lyszczarz will, at his own expense, enforce the Patent Rights, including taking any and all such actions (including the initiation of legal proceedings) as Lyszczarz deems necessary or appropriate to enforce such Patent Rights. Any recoveries obtained by Lyszczarz shall be solely his to do with as he pleases.

7.3.3 Each Party shall cooperate with the other in bringing enforcement actions, including litigation proceedings, at the expense of the Party bringing suit. Enforcement actions shall be controlled by the Party undertaking the actions.

8. DELIVERY OF THE PROTOTYPE

Within five business days of the Effective Date, Lyszczarz shall ship the Prototype Three-Point Adjustment Multi-purpose Exercise Machine, at Hoist Fitness' expense, to Hoist Fitness at 11900 Community Road, Poway, CA 92064, U.S.A. Lyszczarz shall work with the shipping department of Hoist Fitness to arrange the shipment. Hoist Fitness may retain control and possession of the Prototype Three-Point Adjustment Multi-purpose Exercise Machine until the expiration of this agreement.

9. EXPIRATION

9.1 Expiration. This Agreement shall expire upon the expiration of the last to expire of the Patent Rights.

9.2 Effect of Expiration. Expiration of this Agreement shall not relieve the parties of any obligation accruing prior to such expiration, including any obligation to pay any amounts then due and payable hereunder. The provisions of Section 6 shall survive the expiration of this Agreement.

10. INDEMNIFICATION

10.1 Indemnification. Hoist Fitness shall defend, indemnify and hold Lyszczarz harmless from all losses, liabilities, damages and expenses (including reasonable attorneys' fees and costs) resulting from any claims, demands, actions and other proceedings by any Third Party against Lyszczarz arising after the Effective Date to the extent resulting from Hoist Fitness's commercialization of its products and/or the rights granted under this Agreement.

10.2 Procedure. Lyszczarz (referred in this Section 10 as "Indemnatee") shall promptly notify Hoist Fitness (referred to in this Section 10 as "Indemnitor") of any claim, demand, action or other proceeding for which Indemnatee intends to claim indemnification from Indemnitor. The notified Indemnitor shall then have the right to participate in, and to the extent the Indemnitor so desires jointly with any other indemnitor similarly noticed, to assume the defense thereof with counsel selected by the Indemnitor; provided, however, that the Indemnatee shall have the right to retain its own counsel, with the fees and expenses to be paid by Indemnatee, if representation of Indemnatee by the counsel retained by Indemnitor would be inappropriate due to actual or potential differing interests represented by such counsel in such proceedings. The indemnity obligations under this Section 10 shall not apply to amounts paid in settlement of any claim, demand, action or other proceeding if such settlement is effected without the prior express written consent of Indemnitor, which consent shall not be unreasonably withheld or delayed. The failure to deliver notice to the Indemnitor within a reasonable time after notice of any such claim or demand, or the commencement of any such action or other proceeding, if prejudicial to its ability to defend such claim, demand, action or other proceeding, shall relieve Indemnitor of any liability to Indemnatee under this Section 10 with respect thereto, but the omission so to deliver notice to Indemnitor shall not relieve it of any liability that it may have to Indemnatee other than under this Section 10. Indemnitor may not settle or otherwise consent to an adverse judgment in any such claim, demand, action or other proceeding, that diminishes the rights or interests of Indemnatee without the prior express written consent of Indemnatee, which consent shall not be unreasonably withheld or delayed. Indemnatee and its employees and agents shall reasonably cooperate with Indemnitor and its legal representatives in the investigation of any claim, demand, action or other proceeding covered by this section.

11. MISCELLANEOUS

11.1 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one of the Parties to another Party shall be in writing and addressed to such other Party at its address indicated below (or at such other

address as such Party may designate by ten (10) days advance written notice to the other Parties hereto), and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed facsimile if a copy of such consent, notice or report is also deposited pursuant to the following clause (c) on the next business day following transmission of such facsimile, or (c) three (3) days after deposit with an internationally recognized express courier, specifying next day delivery (or, if later, soonest delivery available), with written verification of receipt.

If to Lyszczarz: Grzegorz Lyszczarz
1333 Bentley Dr.,
London, ON, N5V 4M5,
Canada
Phone: 519-452-7680
E-Mail: fitmachines@gmail.com

If to Hoist Fitness: Hoist Fitness, Inc.
11900 Community Road
Poway, California 92064
Attention: Billy Kim
Title: _____
E-mail: bkim@hoistfitness.com

11.2 Assignment. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Either Party to this Agreement may assign its rights and obligations hereunder. However, Lyszczarz must provide Hoist Fitness with written notice sixty days in advance of any contemplated assignment by Lyszczarz, the notice to include all of the material terms of such contemplated assignment. Hoist Fitness shall have the right to step into the shoes of any such potential assignee and accept the assignment for itself on substantially the same terms. However, such right of Hoist Fitness to step into the shoes of any such potential assignee shall not apply to a transfer or assignment triggered by the death of Lyszczarz.

11.3 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof. The Parties hereby submit to the personal jurisdiction of the state and federal courts of the State of California. The exclusive venue for any and all disputes arising out of or related to this Agreement shall be with the state and federal courts located in San Diego County, California.

11.4 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. All express or implied representations, agreements and understandings, either oral or written, heretofore made are expressly superseded by this Agreement.

11.5 Independent Contractors. Each Party hereby acknowledges that the Parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture or agency. Except as expressly set forth herein, neither Party shall

have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on any other Party, without the prior consent of such other Party to do so.

11.6 Waiver. The waiver by a Party of any right hereunder, or of any failure to perform or breach by any other Party hereunder, shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party hereunder whether of a similar nature or otherwise.

11.7 Force Majeure. No Party shall be held liable or responsible to any other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or such other Party.

11.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Enforcement of Agreement: Attorney's Fees and Litigation Costs. If there be any suit, arbitration, legal proceeding or other actions brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and other costs incurred in such proceeding or action, in addition to any other relief to which it may be entitled or which may be granted to it by the court or other judicial or quasi-judicial body.

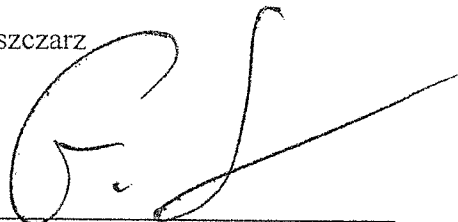
11.10 Dispute Resolution. In the event of any dispute under this Agreement, the Parties' principals shall discuss, in good faith, how to resolve their differences. Should no resolution be forthcoming after thirty (30) days of discussion, any Party desiring to litigate in any of the courts permitted hereunder may proceed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Hoist Fitness License Agreement as of the Effective Date.

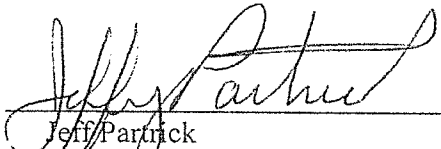
“Lyszczarz”

Grzegorz Lyszczarz
an individual

By: 
Grzegorz Lyszczarz

“Hoist Fitness”

HOIST FITNESS SYSTEMS, INC.
a California corporation

By: 
Jeff Patrick
Chief Executive Officer

LYSZCZARZ LICENSE AGREEMENT
(Addendum)

The LYSZCZARZ LICENSE AGREEMENT of October 25, 2013 between Grzegorz Lyszczarz and Hoist Fitness Systems, Inc. is hereby amended to include specific reference to Patent Rights listed in the attached Addendum to EXHIBIT A PATENT RIGHTS AS OF THE EFFECTIVE DATE.

IN WITNESS WHEREOF, the parties have executed this Addendum to the LYSZCZARZ LICENSE AGREEMENT as of the Effective Date.

"Lyszczarz"

Grzegorz Lyszczarz
an individual

By:  _____
Grzegorz Lyszczarz

"Hoist Fitness"

HOIST FITNESS SYSTEMS, INC.
a California corporation

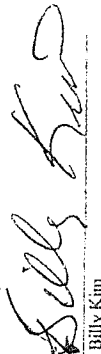
By:  _____
Billy Kim
Title: COO

EXHIBIT A

PATENT RIGHTS AS OF THE EFFECTIVE DATE

U.S. Patent No. 8,057,368, issued November 15, 2011, entitled "Three-Point Adjustable Multi-Purpose Exercise Machine"

U.S. Patent No. 8,308,620, issued November 13, 2012, entitled "Three-Point Adjustment Multi-Purpose Exercise Machine"

U.S. Patent No. 8,926,480, issued January 6, 2015, entitled "Three-Point Adjustment Multi-Purpose Exercise Machine"

Canadian Patent No. 2,696,781, issued January 19, 2016, entitled "A Three-Point Adjustment Multi-Purpose Exercise Machine"

U.S. Provisional Patent Application Ser. No. 60/963,497, filed August 6, 2007, entitled "Multi-Purpose Exercise Machine"

U.S. Provisional Patent Application Serial No. 62/211,346, filed August 28, 2015, entitled "Convertible Bench and Upright Stabilizing Support"

U.S. Non-Provisional Patent Application Serial No. 15/248,938, filed August 26, 2016, entitled "Convertible Bench and Upright Stabilizing Support"

International Application No. PCT/US2016/048879, filed August 26, 2016, entitled "Convertible Bench and Upright Stabilizing Support"

U.S. Continuation Patent Application No. 15/952,835, filed April 13, 2018, entitled "Convertible Bench and Upright Stabilizing Support"

Brazilian Patent Application No. BR 112018004076-2, filed February 28, 2018, entitled "Convertible Bench and Upright Stabilizing Support"

Chinese Patent Application No. 20160049709.8, filed February 27, 2018, entitled "Convertible Bench and Upright Stabilizing Support"

European Patent Application No. 16842666.6, filed February 12, 2018, entitled "Convertible Bench and Upright Stabilizing Support"

Indian Patent Application No. 201847010377, filed March 21, 2018, entitled "Convertible Bench and Upright Stabilizing Support"