

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5036650

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JONATHAN EDWARD BELL ACKLAND	09/08/2016
MARK NAYLER	11/30/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PERFORMANCE LAB TECHNOLOGIES LIMITED
<b>Street Address:</b>	48 ENTERPRISE ST
<b>Internal Address:</b>	BIRKENHEAD
<b>City:</b>	AUCKLAND
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	0626
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16002271
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(973)597-6317
<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>	9735972500
<b>Email:</b>	jjones@lowenstein.com
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<b>Address Line 1:</b>	LOWENSTEIN SANDLER LLP
<b>Address Line 2:</b>	ONE LOWENSTEIN DRIVE
<b>Address Line 4:</b>	ROSELAND, NEW JERSEY 07068
<b>ATTORNEY DOCKET NUMBER:</b>	29985.24 (L0005USC)
<b>NAME OF SUBMITTER:</b>	JOSEPH G JONES
<b>SIGNATURE:</b>	/Joseph G. Jones/
<b>DATE SIGNED:</b>	07/05/2018
<b>Total Attachments: 6</b>	
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## ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned inventor(s):

**Jonathan Edward Bell Ackland**

hereby sell, assign, and transfer to:

**Performance Lab Technologies Limited**

a corporation of New Zealand, having a principal place of business at 48 Enterprise St, Birkenhead, Auckland 0746, New Zealand ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all other countries, in and to any and all inventions and improvements that are disclosed in the application for the patent entitled:

### **Classification of Activity Derived From Multiple Locations**

(I hereby authorize and request any attorney having appropriate authority from the assignee to insert on the designated lines below, the filing date and application number of said application when known.)

which was filed on May 6, 2016 as  
U.S. Application Number 15/035.086 and  
COUNTRY or International Office

which has been executed by the undersigned prior hereto or concurrently herewith on the date(s) indicated below,

and in and to said application and all Additional Applications, and all other patent applications that have been or shall be filed in the United States and all other countries and international filing offices on any of said inventions and improvements; and in and to all original and reissued patents that have been or shall be issued in the United States and all other countries and international filing offices on said inventions and improvements; and in and to all rights of priority resulting from the filing of said applications; as used herein "Additional Applications" includes but is not limited to design, utility, utility model, divisional, continuing, continuation-in-part, substitute, renewal, reissue, and national phase applications on said inventions and improvements;

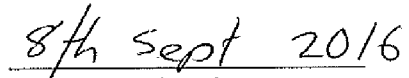
and agree that said Assignee may apply for and receive a patent or patents for said inventions and improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all Additional Applications, and all other patent applications on any and all said inventions and improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said inventions and improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or legal representatives in securing and

Attorney Docket No.: 29985.5 (L0005US)

maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

  
Jonathan Edward Bell Ackland

  
Date signed

**DEED OF ASSIGNMENT, WAIVER AND FORBEARANCE**

**between**

**MARK NAYLER**

**and**

**PERFORMANCE LAB TECHNOLOGIES LIMITED**

KM-106829-13-5-V4

**PATENT**   
**REEL: 046268 FRAME: 0691**

THIS DEED is dated            NOVEMBER 2014

**PARTIES**

- (1)    MARK NAYLER, of 90E WAIMARIE RD, WHENUAPAI, AUCKLAND, NEW ZEALAND (Mark).
- (2)    PERFORMANCE LAB TECHNOLOGIES LIMITED a company having its registered office at SUITE 1, 48 ENTERPRISE STREET, BIRKENHEAD, AUCKLAND, 0626, NEW ZEALAND (PLTech).

**BACKGROUND**

- (A)    Mark helped PLTech in respect of certain parts of the Invention.
- (B)    PLTech is to be the exclusive owner of the Invention but wishes to recognise the participation of Mark as an inventor.
- (C)    Mark agrees to assign, waive and forgo all rights in the Invention in favour of PLTech on the terms set out in this agreement.

**AGREED TERMS**

**1.    DEFINITIONS AND INTERPRETATION**

- 1.1    **Invention:** the invention relating to the use of various sensors (including GPS and triangulation devices) to extract performance qualities of players in team sports through using location classifications.
- 1.2    **Patent Application:** any patent application, via the Patent Cooperation Treaty or otherwise, entitled "Classification of Activity Derived from Multiple Locations" (or similar) which discloses the Invention.
- 1.3    A reference to any party shall include that party's personal representatives, successors and permitted assigns.

**2.    ASSIGNMENT, WAIVER AND FORBEARANCE**

- 2.1    Mark hereby assigns to PLTech, absolutely with full title guarantee, all its right, title and interest in and to the Invention and Patent Application, including:
  - (a)    in respect of the Invention, the right to file a patent application, including the Patent Application, claim priority from such application, file divisionals from such application, and prosecute and obtain grant

of patent or similar protection in respect of any country or territory in the world;

- (b) the absolute entitlement to any patents, including the Patent Application, granted pursuant to any application filed in respect of the Invention; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any patents, including the Patent Application, granted in respect of the Invention, whether occurring before on or after the date of this Deed.

2.2 To the extent that Mark's right, title and interest in and to the Invention and Patent Application cannot be assigned under clause 2.1, Mark irrevocably waives its rights, title and interest in and to the Invention and Patent Application.

2.3 To the extent that Mark's right, title and interest in and to the Invention and Patent Application cannot be assigned under clause 2.1 or waived under 2.2, Mark further agrees not to exercise any residual rights it may enjoy in respect of the Invention or the Patent Application and not to do any act which would interfere with PLTech's ability to use or commercialise such Invention or Patent Application.

**3. RIGHT TO BE NAMED AS INVENTOR**

PLTech agrees that where practical Mark will be named as an inventor in respect of the Patent Application and, without limiting clause 2 above, Mark acknowledges that such right to be named is the entire extent of his rights in respect of the Invention and Patent Application.

**4. WARRANTY**

Mark warrants that he has not assigned or licensed any rights relating to the Invention.

**5. FURTHER ASSURANCE**

At the expense of PLTech, Mark will, and will procure that any necessary third party will, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed.

6. ENTIRE AGREEMENT

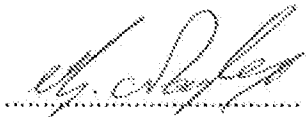
This document constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

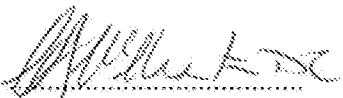
7. GOVERNING LAW AND JURISDICTION

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of New Zealand and the courts of New Zealand shall have exclusive jurisdiction.

Signed as a Deed

Signed by MARK NAYLER

  
.....  
Mark Nayler

  
.....

SIGNATURE OF WITNESS

NAME: CHRISTOPHER JOHN MCMASTER  
ADDRESS: 90 C WAIMARIE ROAD WAIWAPAI  
OCCUPATION: CHIROPRACTOR

Signed for PERFORMANCE LAB  
TECHNOLOGIES LIMITED by Jon  
Edward Bell Ackland, director, in  
the presence of:

  
.....  
Jon Edward Bell Ackland

  
.....

SIGNATURE OF WITNESS

NAME: DENISE SMITH  
ADDRESS: 10 ROSEMARY AVENUE FORREST HILL  
OCCUPATION: OPERATIONS MANAGER