

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5144455

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANDREW P. LULL	01/23/2012
ERIC GOLESH	01/23/2012
RECEIVING PARTY DATA	
Name:	FOUNDATION FITNESS, LLC
Street Address:	1732 NW QUIMBY, SUITE 250
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97209
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16133256
CORRESPONDENCE DATA	
Fax Number:	
<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:	816-753-1000
Email:	uspt@polsinelli.com
Correspondent Name:	POLSINELLI PC
Address Line 1:	900 WEST 48TH PLACE
Address Line 2:	SUITE 900
Address Line 4:	KANSAS CITY, MISSOURI 64112-1895
ATTORNEY DOCKET NUMBER:	063174-604126
NAME OF SUBMITTER:	KRISTINE GOODMAN
SIGNATURE:	/Kristine Goodman/
DATE SIGNED:	09/17/2018
Total Attachments: 4	
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ASSIGNMENT

WHEREAS, we, Andrew P. Lull residing at 4889 Kellogg Circle, Boulder, CO 80303 and Eric Goleish residing at 11811 West 75th Drive, Arvada, CO 80005 (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled, "Apparatus, System and Method for Power Measurement," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 13/356,487, filed on January 23, 2012 (the "Utility Application") with attorney docket no. 063174-436736, and described in a provisional patent application titled "Apparatus, System and Method for Power Measurement," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 61/435,207, filed on January 21, 2011 (the "Provisional Application") with attorney docket no. 063174-418980; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application and Provisional Application, and any provisional, non-provisional, continuation, continuation-in-part, divisional, International, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Foundation Fitness, LLC, a limited liability company organized and existing under the laws of the State of Oregon, and having its principal place of business at 1732 NW Quimby, Suite 250, Portland, OR 97209 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, good and valuable consideration to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor agreed to assign, and transfer and by these presents does hereby assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving

testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Provisional Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Provisional Application once known.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 01/23/2012

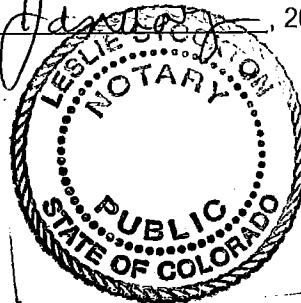
By: Andrew P. Lull
Andrew P. Lull

State of Colorado)
)ss.
County of Denver)

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Andrew P. Lull, whose name is signed to the foregoing Assignment dated the 23rd day of January, 2012, has acknowledged the same before me.

Given under my hand this 23rd day of January, 2012.

[Signature]
Notary Public
My Commission Expires: 1/5/2013



IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 01/23/12

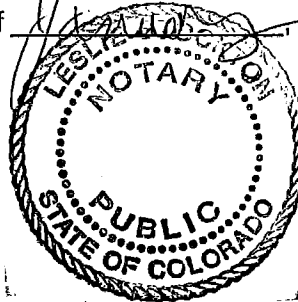
By: [Signature]
Eric Golesh

State of Colorado)
)ss.
County of Denver)

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Eric Golesh, whose name is signed to the foregoing Assignment dated the 23rd day of January, 2012, has acknowledged the same before me.

Given under my hand this 23rd day of January, 2012.

[Signature]
Notary Public
My Commission Expires: 11/5/2013



ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee by its undersigned officer, confirms its acceptance on the date set forth below.

Date: 1/23/12

FOUNDATION FITNESS, LLC

By: Patrick A. Warner
Patrick A. Warner

Title: SVP Product Dev.

State of Colorado)
)ss.
County of Denver)

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Patrick A. Warner, whose name is signed to the foregoing Assignment dated the 23rd day of January, 2012, has acknowledged the same before me.

Given under my hand this 23rd day of January, 2012.

[Signature]
Notary Public
My Commission Expires: 1/5/2013

