

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5297333

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FASTENATING, LLC	11/19/2018
RECEIVING PARTY DATA		
Name:	FASTEN SWIM GROUP, LLC	
Street Address:	463 7TH AVENUE	
Internal Address:	21ST FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10018	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	14947287	
Application Number:	29534400	
Application Number:	29615694	
Application Number:	29615713	
CORRESPONDENCE DATA		
Fax Number:	(703)760-7777	
<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:	(703) 760-7389	
Email:	Lspivey@mofo.com	
Correspondent Name:	CHRISTOPHER GLORIA	
Address Line 1:	C/O MORRISON & FOERSTER LLP	
Address Line 2:	1650 TYSONS BLVD SUITE 400	
Address Line 4:	MCLEAN, VIRGINIA 22102	
ATTORNEY DOCKET NUMBER:	18564-28000.00	
NAME OF SUBMITTER:	CHRISTOPHER GLORIA	
SIGNATURE:	/christopher gloria/	
DATE SIGNED:	12/21/2018	
Total Attachments: 5		

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement is dated as of November 19, 2018 (this "Agreement"), by and between (i) FASTENating Limited Liability Company d/b/a Fasten Swim, a New Jersey limited liability company ("Assignor"), and (ii) Fasten Swim Group, LLC, a Nevada limited liability company ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties" and individually referred to herein as a "Party." Capitalized terms used herein without definition will have the respective meanings given to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 19, 2018 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee all of its right, title and interest in and to the patents and patent applications set forth on Schedule A hereto (collectively, the "Transferred Patents").

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, Assignor and Assignee hereby agree as follows:

Section 1. Patent Assignment. Assignor hereby irrevocably sells, assigns, grants, delivers transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Transferred Patents, including:

- (a) all non-provisional counterparts, applications for which a terminal disclaimer was filed to overcome a non-statutory double patenting rejection, issuances, divisionals, continuations, continuations-in-part, provisionals, reissues, extensions, reexaminations, or patents issuing thereon and renewals of the Transferred Patents,
- (b) all rights of any kind whatsoever accruing under the Transferred Patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world,
- (c) all causes of action and rights to sue for and damages resulting from past, present and future infringement or other unauthorized use of all Transferred Patents, and
- (d) all income, royalties, damages or payments accrued, due or payable as of the Closing Date or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Patents, with the right to sue for, and collect the same.

Section 2. Recording. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any other official of any applicable Government Authority, to record this Agreement and to issue any and all registrations from any and all applications for registration included in the Transferred Patents to and in the name of Assignee. The Parties acknowledge and agree that Assignee shall bear all fees incurred in connection with such recording.

Section 3. No Waiver or Modification; Subject to Asset Purchase Agreement. Nothing contained in this Agreement may be construed as a waiver of any of the rights or remedies of the Parties as set forth in, or arising in connection with, the Asset Purchase Agreement or any other instrument or document delivered by the Parties pursuant to the Asset Purchase Agreement, including the Bill of Sale, the Trademark Assignment Agreement, the Domain Name Assignment Agreement and the IP Security Agreement (collectively, the "Transaction Documents"). Assignor makes no representations or warranties with respect to the Transferred Patents except as specifically set forth in the Asset Purchase Agreement and the other Transaction Documents. This Agreement is not intended to limit in any manner the terms of the Asset Purchase Agreement or the other Transaction Documents nor is it intended to create any right or obligation broader (or more limited) than those specifically set forth in the Asset Purchase Agreement or the other Transaction Documents. In the event of any ambiguity or conflict between the terms of this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will govern and control. No provision of this Agreement may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Parties. No failure to enforce any provision of this Agreement will be deemed to or will constitute a waiver of such provision and no waiver of any of the provisions of this Agreement will be deemed to or will constitute a waiver of any other provision of this Agreement nor will such waiver constitute a continuing waiver. This Agreement is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement.

Section 4. Captions. The captions and headings herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof.

Section 5. Governing Law. This Agreement, and all claims or causes of action (whether at law, in contract or in tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

Section 6. Further Assurances. From and after the date of this Agreement, Assignor and Assignee shall use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under any applicable law to consummate and make effective the provisions hereof as promptly as practicable, including the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by this Agreement and to fully carry out the purposes of this Agreement.

Section 7. Counterparts; Effectiveness. This Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties to this Agreement and delivered (by

telecopy, electronic delivery or otherwise) to the other parties to this Agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in Portable Document Format, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature pages follow this page.]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date first written above.

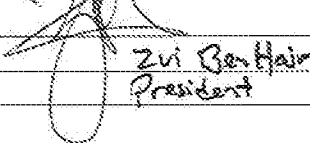
ASSIGNOR:

**FASTENATING LIMITED LIABILITY
COMPANY D/B/A FASTEN SWIM**

By: 
Name: Alexis Castellano
Title: President

ASSIGNEE:

FASTEN SWIM GROUP, LLC

By: 
Name: Zvi Ben Haim
Title: President

Schedule A

Patent Title	Application No.	Patent No.	Application Date/ Issue Date
"One-piece swimsuit having magnetic fastening system and method of using same"	14/947,287	Pending Published as US2016/0143373	Filed November 20, 2015 Publication Date: May 26, 2016
"Swimsuit"	29/534,400	D801633	Filed: June 12, 2015 Issue Date: November 7, 2017
"Swimsuit"	29/615,694	D827980	Filed : August 30, 2017 Issue Date: September 11, 2018
"Swimsuit"	29/615,713	D827981	Filed: August 30, 2017 Issue Date: September 11, 2018