

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5566001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
USA STRENGTH AND PERFORMANCE LLC	06/11/2019
RECEIVING PARTY DATA	
Name:	ARSENAL STRENGTH LLC
Street Address:	11234 GILBERT DRIVE
City:	KNOXVILLE
State/Country:	TENNESSEE
Postal Code:	37923
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15615919
Application Number:	16151739
Patent Number:	10220233
CORRESPONDENCE DATA	
Fax Number:	(423)508-1211
<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:	423-757-0211
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Correspondent Name:	STEPHEN D. ADAMS
Address Line 1:	605 CHESTNUT STREET
Address Line 2:	SUITE 1700
Address Line 4:	CHATTANOOGA, TENNESSEE 37450
ATTORNEY DOCKET NUMBER:	2719800-1815
NAME OF SUBMITTER:	STEPHEN D. ADAMS
SIGNATURE:	/SDA/
DATE SIGNED:	06/11/2019
Total Attachments: 4	
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CONFIRMATORY IP ASSIGNMENT

This IP Assignment ("**IP Assignment**"), effective as of the 11th day of June, 2019 (the "Effective Date"), is made by and between: **USA STRENGTH AND PERFORMANCE LLC**, a Tennessee limited liability company having an address located at 100 Tarwater Road, Greenback, TN 37742 ("**Assignor**") and **ARSENAL STRENGTH LLC**, a Tennessee limited liability company having an address located at 11234 Gilbert Drive, Knoxville, Tennessee 37923 ("**Assignee**") (each a "Party" and, collectively, the "Parties").

WHEREAS, USA Strength and Performance LLC was acquired by Arsenal Strength LLC through a Membership Interest Purchase Agreement (the "Purchase Agreement") having an effective date of February 28, 2019.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):

- (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
- (b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Terms of the Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

USA STRENGTH AND PERFORMANCE LLC

By: 

Name: Jason Murrell

Title: Co-Owner

By: 

Name: Bryan Schmidt

Title: Co-Owner

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Mobile Hip Squat Apparatus	U.S.A.	10,220,233	March 5, 2019

Patent Applications


Title	Jurisdiction	Application Number	Filing Date
Track-Mounted Lever Release Exercise Rack Accessory Mount	U.S.A.	15/615,919	June 7, 2017
Low-Friction Slider Insert for Sliding Tubes	U.S.A.	16/151,739	October 4, 2018

27198_001815/SDA-4821-2680-6681_1

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

Mark	Goods Services	Jurisdiction	Registration Number	Registration Date
 <p>USA STRENGTH & PERFORMANCE (and Design)</p>	<p>Physical fitness equipment, namely, weight lifting machines, weight lifting racks, specially weight lifting equipment, and exercise benches.</p>	<p>U.S.A.</p>	<p>5,323,841</p>	<p>October 31, 2017</p>
<p>BELTBARROW (Words Only)</p>	<p>Manually-operated exercise equipment for physical fitness purposes</p>	<p>U.S.A.</p>	<p>5,364,033</p>	<p>December 26, 2017</p>

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