505576375 07/17/2019 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5623174

SUBMISSION TYPE:	NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY DA	ATA					
		Name			Execution Da	ate
DANIEL C. BOYLES					07/01/2019	
MARK R. NESTANDE					07/01/2019	
JEFFREY A. GETTLE					07/08/2019	
JOSHUA S. PARAH					07/01/2019	
ROBERT A. HAGEN					07/01/2019	
RECEIVING PARTY DA	ТА					
Name:	OCTAN	IE FITNESS, LLC				
Street Address:	7601 N	ORTHLAND DRIVE NORTH, SU	JITE 10)		
City:	BROOM	(LYN PARK				
State/Country:	MINNE	MINNESOTA				
Postal Code:	55428					
PROPERTY NUMBERS Property Type		Number				
Application Number:		16297310				
	I					
CORRESPONDENCE DA						
Fax Number:		(303)629-3450				
		the e-mail address first; if that ; if that is unsuccessful, it will				
Phone:	3036293400					
Email:	elliott.linette@dorsey.com					
Correspondent Name:	DORSEY & WHITNEY, LLP					
Address Line 1:	1400 WEWATTA STREET, SUITE 400					
Address Line 4:	DENVER, COLORADO 80112					
TTORNEY DOCKET NU	MBER:	P280944.US.01				
NAME OF SUBMITTER:		LINETTE ELLIOTT				
SIGNATURE:		/LINETTE ELLIOTT/				
ATE SIGNED: 07/17/2019						
otal Attachments: 6						_
		ment#nage1 tif				

source=P280944 Executed Assignment#page2.tif	
source=P280944 Executed Assignment#page3.tif	
source=P280944 Executed Assignment#page4.tif	
source=P280944 Executed Assignment#page5.tif	
source=P280944 Executed Assignment#page6.tif	
Source=r200344 Lxecured Assignment#pageo.th	

ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

Assignor(s):

Daniel C. Boyles 2749 Georgia Ave S. St Louis Perk, MN 55428 United States

Mark R. Nestande 619 interlaken Victoria, MN 55386 United States

Jeffrey A. Gettle 4606 SE 37th Avenue Portland, OR 97202 United States

Joshua S. Parah 9108 Princeton Rd. Woodbury, MN 55125 United States

Robert A. Hagen 6664 Edgemont Blvd N. Brooklyn Park, MN 65428 United States

Assignes:

OCTANE FITNESS, LLC 7601 Northland Drive North, Sulte 100 Brooklyn Park, MN 55428 United States

PATENT APPLICATION(S):

WHEREAS, Assignor(s) identified above (hereinefter, individually and collectively the "Assignor"), have invented certain new and useful processes, methods, machines, devices, systems, manufactures, and/or compositions of matter, or new and useful improvements thereof (the "invention"), disclosed and described in an application for Letters Patent in the United States ("U.S.") filed on the filing date indicated above in the United States Patent and Trademark Office ("USPTO"), and identified by the title(s), application number(s), and/or attorney docket number(s) indicated above (the "Patent Application(s)");

Assignors' Inŝisis New SP 149 4812-8676-4432\1

1018

PATENT REEL: 049780 FRAME: 0879 WHEREAS, the Patent Application was made or authorized to be made by Assignor, Assignor believes that Assignor is the original inventor or an original joint inventor of a claimed invention in the Patent Application, and Assignor hereby acknowledges that any wiliful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both; and

WHEREAS, Assignee, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire the entire right, title, and interest of Assignor in and to the Invention, the Patent Application(s) and in, to, and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby expressly acknowledges, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the Invention, the Patent Application(s), and all divisional, continuation, continuation-in-part, and continuing prosecution applications that claim priority thereto, and any reexamination and reissue applications thereof; all international, regional, and foreign applications that claim priority to, are counterparts of, or otherwise correspond thereto, including applications listed in Exhibit A; the Letters Patent, both in the United States and in countries or regions foreign thereto, that may or shall issue or have issued therefrom; any extensions, substitutes, or renewais thereof; the right to claim priority to the filing date of the Patent Application(s); any right, title, or interest in and to the invention under any international conventions; and any and all rights to collect damages for past, present, and future infringement of any U.S. or foreign rights, including provisional rights, which may be, shall be, or have been granted pursuant to the Patent Application(s); (collectively "the Patent Rights"); and

In the event that the Patent Application(s) claims priority to a provisional application previously filed and the provisional application was previously subject to an assignment from Assignor, or one or more thereof, to Assignee, this Assignment shall be considered a confirmatory assignment thereof; and

Assignor further authorizes Assignes, its successors, and assigns, or anyone they 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 otherwise take advantage of the provisions of any internetional conventions; and

Assignor hereby authorizes and requests transfer of the Patent Application(s) and any further applications, including applications listed in Exhibit A, which may be or shall have been filed under the Patent Rights, to Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing patents or other evidence or forms of any industrial property protection issuing from the Patent Application(s) and all related applications, including applications listed in Exhibit A, to issue same to Assignee, its successors, and assigns in accordance herewith; and

Assignor hereby suthorizes Assignee, its successors and assigns, or anyone they may properly designate, to insert in this instrument the application number and filing date of the Patent Application(s), and to insert in Exhibit A the application number(s) and filing date(s) of application(s) that claim priority to, are counterparts of, or otherwise correspond to the Patent Application(s), once known.

Assignors' Initials

4812-8676-4432\3

2 of 6

PATENT REEL: 049780 FRAME: 0880 Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey 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, and Assignor hereby covenants and agrees with Assignes, its successors and assigns, that Assignor will not execute in writing or do any act whatscever conflicting with these representations; and

Assignor agrees to disclose to Assignee any information, including, but not limited to, prior art references, that Assignor is presently aware of or becomes aware of in the future that would materially affect the patentability of the invention or the Patent Application(s) or the present or future validity of the Patent Rights; and

Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors, and assigns, execute such additional writings and do such additional acts as Assignee, its successors, and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Patent Rights, including giving testimony in any proceedings or transactions involving such Patent Rights, including the right to bring, make, oppose, defend, and/or appeal proceedings, claims and 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 of the Patent Rights, whether occurring before or after the date of this assignment; and

This document may be executed in two or more counterparts and by facsimile, all of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and

Each of the terms and conditions contained in this agreement will be deemed to be separate and severable from each other and if any one or more of the terms and conditions are determined to be invalid or unenforceable by any court of competent jurisdiction, such determination and any consequential severance will not invalidate the remainder of this agreement, which will remain in full force and effect as if such severed terms and conditions had not been made a part thereof; and

Assignor further covenants and agrees that this Assignment is effective as of March 8, 2019.

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

		ASS	BIGNOR: Daniel C. Boylesy
Dated:	7 - 1 - 2019		<u></u>
			(signature)
Place:	<u>Readlyn Park MIN</u>	By:	
	,		(printed name)

Assignors' Initials

3 of 8

4812-8676-4432\1

×	and an Western	ASSIGNOR: Mark R. Nestande
Dated:	7 ~ / ~ 2019	(aignature)
Place:	<u></u>	By: <u>////////////////////////////////////</u>
Dated:	7/8/19	ASSIGNOR: Jeffrey A. Gettle
Place:	Vancouver, WA	By: Jeffrey A. Gettle (printed name)
Dated:	7-1-2019	ASSIGNOR: Joshus S. Parsh
Place:	BANKY, PARKANN	By:(printed name)
aa. '	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	ASSIGNOR: Robert A. Hagen
Uated:	<u></u>	
Piace:	Brakly Park, MM	(signature) By: <u></u>

Assignors' Initials

4812-8676-4432\}

4 of 6

PATENT REEL: 049780 FRAME: 0882 Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

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

	ASSIGNEE OCTANE FITNESS, LLC			
Dated: 7/8/19) Balance		
Blans Viscander W	A By:	(algonature)	Bala	
5 PRODUCES	•	torinted name of authorized ag	ent of seeignes)	
	lts:	(etit)		

Assignors' Initials

4812-8576-4432\1

5 of 8

PATENT REEL: 049780 FRAME: 0883

.....

Exhibit A

Country/Organization	A 44 AV XV	Filing Date
AU		
88		
CA		
CN		
DE		
EP		
JP.		
MX		
NZ		
TW		
UK		
MPO		

Assignors' Initialis

4812-8676-4432\1

8 of 6

PATENT REEL: 049780 FRAME: 0884

RECORDED: 07/17/2019