

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6111657

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| RENE OEHLERKING | 12/29/2017 |
| RECEIVING PARTY DATA | |
| Name: | THERGUN, LLC |
| Street Address: | 6100 WILSHIRE BLVD., SUITE 200 |
| City: | LOS ANGELES |
| State/Country: | CALIFORNIA |
| Postal Code: | 90048 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 29719086 |
| CORRESPONDENCE DATA | |
| Fax Number: | (310)203-0567 |
| <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> | |
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| ATTORNEY DOCKET NUMBER: | 76840-5061 |
| NAME OF SUBMITTER: | BRENNAN C. SWAIN |
| SIGNATURE: | /Brennan C. Swain/ |
| DATE SIGNED: | 05/18/2020 |
| Total Attachments: 8 | |
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NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (the "Agreement") is entered into on 12/29/2017 between Theragun, LLC, a California Limited Liability Company ("Company"), and Rene Oehlerking ("Employee").

A. Company is a software company is a muscle recovery and pain management company that sells a muscle treatment device, along with other products and accessories (collectively, the "Business").

B. Company and Employee intend that during the course of Employee's employment, Employee expects to develop and receive from co-workers, Company, and third parties, technical, financial and operational information relating to Company's Business and entities for whom the Company performs services or from whom Company obtains information ("Confidential Information").

C. Company is willing to disclose such Confidential Information only on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of Employee being granted access to such Confidential Information and the hiring or continuing employment of Employee by Company and other valuable consideration, Employee and Company hereby agree as follows:

REDACTED

REDACTED

3. Assignment of Employee Innovations.

3.1. Disclosure. Employee will promptly disclose in writing to the Company all discoveries, developments, designs, ideas, innovations, improvements, inventions, formulas, processes, techniques, know-how, and data (whether or not patentable or registerable under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of the company, or which result from tasks assigned to Employee by the Company, or from the use of premises owed, leased, or otherwise acquired by the Company (all of the foregoing being referred to in this Agreement as "Innovations").

3.2. Assignment of Innovations. Employee acknowledges and agrees that all Innovations belong to and shall be the sole property of the Company and shall be Innovations of the Company subject to the provisions of this Agreement. Employee hereby assigns to the Company all right, title, and interest Employee may have or may acquire in and to all Innovations. Employee agrees to sign and deliver to the Company (either during or subsequent to his or her employment) such other documents as the Company considers desirable to evidence (1) the assignment of all rights of Employee, if any, in any Innovations to the Company and/or (2) the Company's ownership of such Innovations. Any provision in this Agreement requiring Employee to assign rights to an Innovation does not apply to any invention that qualifies under California Labor Code Section 2870, which section is reproduced in the Written Notification to Employee attached hereto as Schedule B.

3.3. Power of Attorney. In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain or enforce any patent, copyright, or other right or protection relating to any Innovation, whether due to mental or physical incapacity or any other case, Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his or her agent and attorney-in-fact, to act for and in his or her behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

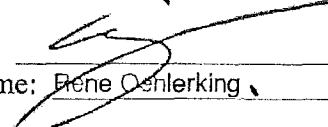
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CAUTION. THIS AGREEMENT AFFECTS YOUR RIGHTS TO INNOVATIONS YOU MAKE DURING YOUR EMPLOYMENT, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR EMPLOYMENT.

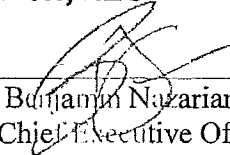
EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS RECEIVED A COPY OF THE WRITTEN NOTIFICATION TO EMPLOYEE CONTAINING CALIFORNIA LABOR CODE SECTION 2870.

Dated: 12/29/2017

By: 
Name: Rene Oenlerking

THERAGUN, LLC

Dated: _____

By: 
Name: Benjamin Nazarian
Title: Chief Executive Officer

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