

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6117439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LUMO LLC	07/17/2018
RECEIVING PARTY DATA	
Name:	SEISMIC HOLDINGS, INC.
Street Address:	333 RAVENSWOOD AVENUE
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9541994
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:	6502419175
Email:	docket@vcaiplaw.com
Correspondent Name:	ANDREW VAN COURT
Address Line 1:	154 GRAND ST.
Address Line 2:	VAN COURT & ALDRIDGE LLP
Address Line 4:	NEW YORK, NEW YORK 10013
ATTORNEY DOCKET NUMBER:	LUMO-M0B-US2 100052/11201
NAME OF SUBMITTER:	DANIEL G. HARRIS
SIGNATURE:	/Daniel G. Harris/
DATE SIGNED:	05/21/2020
Total Attachments: 44	
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “*Agreement*”) is hereby entered into on July 18, 2018 (the “Effective Date”), by and between Lumo (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Lumo Bodytech, Inc. (the “*Seller*”), with its principal office located at 3945 Freedom Circle, Suite 560, Santa Clara, California 95054, United States, and Seismic Holdings, Inc. (the “*Buyer*”), with its principal office located at 333 Ravenswood Avenue, Menlo Park, CA 94025.

RECITALS

A. By resolution of the board of directors (the “*Board*”) of Lumo Bodytech, Inc., a Delaware corporation (the “*Assignor*”), as memorialized in Assignor’s duly executed board resolution, Assignor has transferred ownership of all of its right, title and interest in and to all of its tangible and intangible assets (the “*Assets*”) to Seller, and, in so doing, has also designated Seller to act, pursuant to California law, as the assignee for the benefit of creditors of Assignor. The General Assignment agreement (the “*General Assignment*”) between Assignor and Seller, as assignee, is attached hereto as Exhibit 1.

B. Seller and Buyer have identified a subset of the Assets that Buyer desires to purchase from Seller (the “*Purchased Assets*”). The Purchased Assets are defined in Section 1.2 below. After consummation of the Closing contemplated under this Agreement, Seller intends to sell or otherwise liquidate any and all remaining non-cash Assets that are not Purchased Assets and will undertake the winding down of Assignor’s assignment estate, which shall ultimately include, but shall not be limited to, the distribution to Assignor’s creditors of the assignment estate’s net funds remaining after payment of all fees and costs associated with the liquidation of the assignment estate.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE OF THE PURCHASED ASSETS.

1.1 Agreement to Sell and Purchase the Purchased Assets. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller hereby agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 2.2 below), and Buyer hereby agrees to purchase and acquire from Seller at the Closing, all of Seller’s right, title and interest in and to all of the Purchased Assets. The Purchased Assets will be sold, assigned, transferred and conveyed to Buyer (subject to Section 1.3) on the Closing Date on a “AS IS” and “WHERE IS” basis, with no representations or warranties other than those specifically set forth below, and subject to any and all existing pledges, liens, licenses, rights of possession, security interests, restrictions,

encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, "*Encumbrances*").

1.2 Purchased Assets Defined. As used in this Agreement, the term "*Purchased Assets*" means, collectively, Seller's right, title and interest in and to the assets listed in Exhibit 1.2 attached hereto, provided, however, that the Purchased Assets specifically do not, under any circumstances, include any of Seller's or Assignor's (i) cash, (ii) accounts receivable, (iii) inventory that is not listed in Exhibit 1.2 attached hereto ("*Excluded Inventory*"), (iv) claims for preference or fraudulent conveyance recoveries under applicable law or any other litigation recoveries, (v) state or federal tax refunds, (vi) insurance refunds or recoveries, (vii) utility or leasehold security deposits, (viii) all corporate governance and human resource documents and business books and records, or (ix) any of the "*Excluded Assets*" (defined below). Buyer shall promptly execute and deliver to Seller any and all such further assignments, endorsements and other documents as Seller may reasonably request for the purpose of effectuating the terms and conditions of this Section.

For the avoidance of doubt, it is the intent of the parties hereto that none of the Excluded Assets shall be transferred to Buyer. For purposes of this Agreement, the term "*Excluded Assets*" means any and all properties, rights, contracts, claims or other assets other than those specifically listed or described in Exhibit 1.2 hereto. Buyer acknowledges that it understands that Assignor is a party to each of the following documents: (1) a Collaboration Agreement dated April 13, 2015 (the "*MAS Collaboration Agreement*") with MAS Innovation (Private) Limited ("*MAS*"), (2) a Running Project Collaboration Addendum dated April 13, 2015 with MAS entered into pursuant to the MAS Collaboration Agreement (the "*MAS Addendum*"), and (3) a Sales & Licensing Agreement dated April 28, 2017 with Puma SE (collectively, the "*Third Party Agreements*"). Buyer further acknowledges that it has been provided with copies of each of the Third Party Agreements. Seller represents and warrants that to the best of Seller's knowledge, the copies of the Third Party Agreements provided by Seller to Buyer are accurate and complete. Buyer recognizes, understands and agrees that all assets and rights of MAS and Puma SE under the Third Party Agreements are specifically not part of the Purchased Assets that are being sold and assigned to Buyer under this Agreement and that all assets and rights of MAS and Puma SE under the Third Party Agreements are not being affected by Seller's entry into this Agreement. Buyer further acknowledges that it understands that under Section 8.8.2 of the MAS Collaboration Agreement, the Seller is required under certain circumstances to deliver to MAS "such Lumo Technology as is necessary to exercise the foregoing licenses" (the "*Required MAS Technology*"). As such, Buyer hereby authorizes Seller to retain one (1) copy of each of the Component Parts identified in Section 1.2.2 of the MAS Addendum, including one (1) copy of each of the schematics, bill of materials and other documentation for the detachable electronics module identified in Section 1.2.2(a) of the MAS Addendum that is reasonably necessary to enable the manufacture, assembly and testing of such electronics module (collectively, the "*Initial Required MAS Technology*"). Buyer hereby grants to Seller a limited, nonexclusive license, under the intellectual property rights purchased by Buyer hereunder, to transfer the Initial Required MAS Technology to MAS if and to the extent that Seller is required to do so pursuant to Section 8.8.2 of the MAS Collaboration Agreement. Seller shall not distribute or otherwise exploit the Initial Required MAS Technology in any other manner, and shall destroy any copy of

the Initial Required MAS Technology in its possession or control following any such transfer to MAS. If following the Closing, Buyer and Seller learn that additional Lumo Technology beyond the Initial Required MAS Technology must be delivered to MAS to facilitate compliance with Section 8.8.2 of the MAS Collaboration Agreement (the “*Subsequent Required MAS Technology*”), Buyer will (i) deliver to Seller a copy of all such Subsequent Required MAS Technology, and (ii) grant to Seller a limited, nonexclusive license, under the intellectual property rights purchased by Buyer hereunder, to transfer the Subsequent MAS Technology to MAS if and to the extent that Seller is required to do so pursuant to Section 8.8.2 of the MAS Collaboration Agreement. Seller shall not distribute or otherwise exploit any Subsequent Required MAS Technology in any other manner, and shall destroy any copy of any Subsequent Required MAS Technology in its possession or control following any such transfer to MAS.

1.3 Asset Transfer; Passage of Title; Delivery.

(a) Title Passage. Except as otherwise provided in this Section, upon the Closing, (i) title to all of the Purchased Assets shall pass to Buyer; (ii) Seller shall make available to Buyer possession of all of the Purchased Assets as provided in subsection 1.3(b); and (iii) upon Buyer’s request, Seller shall execute assignments, conveyances and/or bills of sale reasonably requested to convey to Buyer title to all of the Purchased Assets, subject to the Encumbrances, in accordance with Section 1.1 of this Agreement, as well as such other instruments of conveyance as Buyer may reasonably deem necessary to effect or evidence the transfers contemplated hereby.

(b) Delivery of Purchased Assets. On the Closing Date (as defined in Section 2.2), Seller shall make available to Buyer possession of the Purchased Assets, provided, however, that the expenses of retrieving, removing and transferring the Purchased Assets shall be borne exclusively by Buyer, and provided further that in the event that any of the Purchased Assets are located outside of the physical control of Seller, such as in warehouses or foreign locations controlled by third parties, Seller is not making any representation or warranty to Buyer as to the quantities of Purchased Assets under the control of such third parties or the accessibility of such Purchased Assets. All Software (as defined in Schedule 1.2(a)) included in the Purchased Assets shall, at Buyer’s request, be delivered to Buyer by electronic means specified by Buyer.

(c) Retention of Documents. As assignee, Seller is responsible for maintaining business records during the assignment process and, among other things, will prepare and file final tax returns. To the extent Buyer requires business records of Assignor that Seller has retained to administer the assignment estate, Buyer shall, at its own expense, arrange to obtain copies of such records from Seller.

2. PURCHASE PRICE; PAYMENTS.

2.1 Purchase Price. In consideration of the sale, transfer, conveyance and assignment of all of the Purchased Assets to Buyer at the Closing, Buyer shall, as of the Closing, assume only those liabilities, if any, expressly set forth as Assumed Liabilities in Section 3.1 of this Agreement and shall pay by wire transfer to Seller at the Closing the sum of two hundred thousand dollars (\$200,000) (the “*Purchase Price*”).

2.2 Closing. The consummation of the purchase and sale of the Purchased Assets contemplated hereby will take place at a closing to be held at the offices of Seller (the "**Closing**"), on July 18, 2018 (the "**Closing Date**"), or at such other time or date, and at such place, or by such other means of exchanging documents, as may be agreed to by Buyer and Seller. If the Closing does not occur on or prior to July 25, 2018, or such later date upon which Buyer and Seller agree in writing, this Agreement shall terminate upon written notice of termination given by either party hereto that is not in default of its obligations hereunder, and thereupon this Agreement shall become null and void and no party hereto will have any further rights or obligations hereunder, except that Section 6.1 shall survive such termination.

3. OBLIGATIONS ASSUMED.

3.1 Liabilities. Buyer agrees, upon consummation of, and effective as of, the Closing, to assume those (and only those) liabilities of Seller and of Assignor directly relating to all obligations under contracts of Assignor listed in Schedule 3.1 that are effectively assigned to, and assumed by, Buyer (collectively, the "**Assumed Liabilities**").

3.2 Liabilities and Obligations Not Assumed. Except as expressly set forth in Section 3.1 above, Buyer shall not assume or become obligated in any way to pay or perform any liabilities, debts or obligations of Seller or of Assignor whatsoever, including, but not limited to, any liabilities or obligations now or hereafter arising from Assignor's business activities that took place prior to the Closing or any liabilities arising out of or connected to the liquidation and winding down of Assignor's business. All liabilities, debts and obligations of Seller and of Assignor not expressly assumed by Buyer hereunder are hereinafter referred to as the "**Excluded Liabilities.**"

3.3 No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement. The assumption by Buyer of any liabilities or obligations of Seller under Section 3.1 shall in no way expand the rights or remedies of third parties against Buyer as compared to the rights and remedies such parties would have against Seller if the Closing was not consummated.

4. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Seller that all the following statements are true, accurate and correct:

4.1 Due Organization. Buyer is a Delaware corporation, duly organized, validly existing, and in good standing under the laws of Delaware. Buyer has all necessary power and authority to enter into this Agreement and to execute and deliver all other documents that Buyer is required to execute and deliver hereunder, and Buyer holds or will timely hold all permits,

licenses, orders and approvals of all federal, state and local governmental or regulatory bodies necessary and required therefore.

4.2 Power and Authority; No Default. Buyer has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Buyer of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Buyer. This Agreement, when signed and delivered by Buyer, will be duly and validly executed and delivered and will be the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the laws relating to bankruptcy, insolvency and relief of debtors, and rules and laws governing specific performance, injunctions, relief and other equitable remedies.

4.3 Authorization for this Agreement. No authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Buyer of the transactions contemplated by this Agreement.

4.4 Litigation. To the best of Buyer's knowledge, there is no litigation, suit, action, arbitration, inquiry, investigation or proceeding pending or, to the knowledge of Buyer, threatened, before any court, agency or other governmental body against Buyer (or any corporation or entity affiliated with Buyer) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

4.5 Funding. Buyer currently has available to it, and will have available to it at the Closing, sufficient funds to pay the Purchase Price to Seller at the Closing. Buyer's ability to perform its financial obligations under this Agreement is therefore not subject to any financing contingency.

5. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer that all of the following statements are true, accurate and correct:

5.1 Corporate Organization. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California.

5.2 Power and Authority; No Default Upon Transfer. As assignee, Seller has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and under the General Assignment. The signing, delivery and performance by Seller of this Agreement, and the consummation of all of the transactions contemplated hereby, have been duly and validly authorized by Seller. To the best of Seller's knowledge, the General Assignment was duly authorized by Assignor's Board and is a valid agreement binding on the Assignor and Seller. This Agreement, when signed and delivered by Seller, will be duly and validly executed and delivered and will be the valid and binding obligation of Seller, enforceable against Seller, as assignee, in accordance with its terms as governed by applicable law, regulations

and rules. Neither the signing and delivery of this Agreement by Seller, nor the performance by Seller of its obligations under this Agreement, will (i) violate Seller's Articles of Organization or Operating Agreement, or (ii) to the best of Seller's knowledge, violate any law, statute, rule or regulation or order, judgment, injunction or decree of any court, administrative agency or government body applicable to Seller.

5.3 Title. To the best of Seller's knowledge after reasonable inquiry, including, without limitation, competent assessment of the applicable UCC search in Assignor's state of incorporation, Seller, as assignee, has good and marketable title to all of the Purchased Assets. Seller sells, assigns, transfers and conveys the Purchased Assets to Buyer on an "AS IS" and "WHERE IS" basis, with no representations or warranties as to merchantability, fitness or use, and the Purchased Assets shall be subject to the Encumbrances.

(a) **AS-IS SALE; DISCLAIMERS; RELEASE. IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(b) **BUYER ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PURCHASED ASSETS "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED UPON AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PURCHASED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."**

(c) **BUYER ACKNOWLEDGES TO SELLER THAT BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND ITS ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT**

DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

(d) BUYER ACKNOWLEDGES THAT SOME OF THE PURCHASED ASSETS DESCRIBED IN EXHIBIT 1.2 MAY CONTAIN THIRD-PARTY INTELLECTUAL PROPERTY THAT MAY HAVE BEEN LICENSED BY ASSIGNOR OR OTHERWISE ACQUIRED BY ASSIGNOR. BUYER UNDERSTANDS THAT SELLER IS UNABLE TO TRANSFER INTELLECTUAL PROPERTY BELONGING TO A THIRD-PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THAT THIRD-PARTY, WHICH WILL NOT BE OBTAINED OR SOUGHT BY SELLER AS A PART OF, OR CONDITION TO, THIS AGREEMENT. BUYER SHALL ACCEPT FULL RESPONSIBILITY FOR COMMUNICATING WITH ANY SUCH THIRD-PARTIES WHOSE INTELLECTUAL PROPERTY MAY BE INCLUDED IN THE PURCHASED ASSETS TRANSFERRED HEREBY AND SHALL PAY ANY AND ALL LICENSING OR OTHER FEES, COSTS, EXPENSES OR CHARGES THAT MAY BE ASSOCIATED WITH USING ANY SUCH PURCHASED ASSETS.

5.4 Litigation. To the best of Seller's knowledge, there is no claim, action, arbitration, inquiry, investigation, suit or proceeding pending or, to Seller's knowledge, threatened, against Seller or Assignor that might affect in any way any of the Purchased Assets or the transactions contemplated by this Agreement, nor is Seller aware or have grounds to know of any reasonable basis therefor. To the best of Seller's knowledge, there are no judgments, decrees, injunctions or orders of any court, governmental body, department, commission, agency, instrumentality or arbitrator against Seller or Assignor affecting the Purchased Assets.

5.5 Authorization for this Agreement. To the best of Seller's knowledge, no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Seller of the transactions contemplated by this Agreement.

5.6 Assignee. All rights of Seller with regard to the ownership and possession of the Purchased Assets are rights held as assignee pursuant to the General Assignment made by Assignor. Pursuant to the General Assignment, Assignor has informed Seller that it transferred to Seller all of Assignor's right, title and interest in and to the Purchased Assets. Pursuant to this Agreement, Seller, solely in its capacity as assignee, will at Closing sell, assign, and transfer all of its right, title and interest in and to the Purchased Assets to Buyer.

6. COVENANTS OF BUYER.

6.1 Confidential Information. All copies, if any, of financial information, pricing, marketing plans, business plans, and other confidential and/or proprietary information of Assignor and/or Seller disclosed to Buyer in the course of negotiating the transactions contemplated by this Agreement, including the terms of this Agreement ("***Seller Confidential Information***"), will be held in confidence and not be used or disclosed by Buyer or any of its employees, affiliates or

stockholders, except to any public or private lender, for a period of six (6) months from the Effective Date and will be promptly destroyed by Buyer or returned to Seller, upon Seller's written request to Buyer; *provided, however,* that from and after the Closing, the foregoing covenant shall not be applicable to any Seller Confidential Information included in the Purchased Assets. It is agreed that Seller Confidential Information will not include information that: (a) is proven to have been known to Buyer prior to receipt of such information from Seller; (b) is disclosed by a third party having the legal right to disclose such information and who owes no obligation of confidence to Seller; (c) is now, or later becomes, part of the general public knowledge or literature, other than as a result of a breach of this Agreement by Buyer; or (d) is independently developed by Buyer without the use of any Seller Confidential Information.

6.2 Press Releases and Public Announcements. Buyer shall not issue any press release or make any public disclosure or announcement relating to the financial terms of this Agreement or identifying Seller without the prior written approval of Seller, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation.

6.3 Taxes and any Other Charges Related to the Sale. Buyer agrees to promptly pay all sales, transfer, use or other taxes, duties, claims or charges imposed on and/or related to the sale of the Purchased Assets under this Agreement by any tax authority or other governmental agency and to defend, indemnify and hold Seller harmless from and against any such taxes, duties, claims, or charges for payment thereof by any tax authority or other governmental agency. Buyer agrees that it will pay to the appropriate governmental agency any sales tax resulting from the sale of the Purchased Assets under this Agreement within thirty days following the Effective Date, and will provide to Seller written proof of Buyer having made such sales tax payment within three business days of the date that Buyer made such sales tax payment. Exhibit 6.3 hereto contains an allocation of the Purchase Price among the Purchased Assets.

6.4 Buyer's Consent to Seller's Sale of Excluded Inventory. Buyer hereby agrees that Seller shall have the right to sell any or all of the Excluded Inventory following the Closing in any manner and for whatever price Seller desires.

6.5 Survival of Covenants. The covenants set forth in this Section shall survive the Closing. The covenants set forth in Section 6.1 above shall, in addition, survive the termination of this Agreement for any reason.

7. COVENANTS OF SELLER.

Seller covenants and agrees with Buyer as follows:

7.1 Further Assurances. From and after the Closing Date, Seller shall cooperate with Buyer and promptly sign and deliver to Buyer any and such additional documents, instruments, endorsements and related information and take actions as Buyer may reasonably request for the purpose of effecting the transfer of Seller's and/or Assignor's title to the Purchased Assets to Buyer, and/or carrying out the provisions of this Agreement, provided, however, that Seller shall

be reimbursed for its reasonable costs and expenses incurred in providing such documents, instruments, endorsements or related information, which additional documents, instruments, endorsements or related information shall be prepared solely by Buyer.

7.2 Press Releases and Public Announcements. Seller shall not issue any press release or make any public disclosure or announcement relating to the financial terms of this Agreement or identify Buyer without Buyer's prior written approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation, and Seller shall be permitted, at its discretion, to prepare and distribute a tombstone regarding the General Assignment and this Agreement without mentioning the identity of Buyer or the terms of this Agreement.

7.3 Survival of Covenants. Each of the covenants set forth in this Section 7 shall survive the Closing.

8. CONDITIONS TO CLOSING.

8.1 Conditions to Buyer's Obligations. Buyer's obligations hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Buyer may expressly waive the same in writing:

(a) Accuracy of Representations and Warranties on the Closing Date. The representations and warranties made herein by Seller shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date, with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) Compliance. As of the Closing Date, Seller shall have complied in all material respects with, and shall have fully performed, in all material respects, all conditions, covenants and obligations of this Agreement imposed on Seller and required to be performed or complied with by Seller at, or prior to, the Closing Date.

(c) Delivery of Purchased Assets. Seller shall have made the Purchased Assets available to Buyer as set forth in Section 1.3 above.

(d) Delivery of Closing Documents. Seller shall have delivered, and Buyer shall have received, the documents described in Section 9.2 hereof.

8.2 Conditions to Seller's Obligations. The obligations of Seller hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Seller may expressly waive the same in writing:

(a) Accuracy of Representations and Warranties on Closing Date. The representations and warranties made herein by Buyer shall be true and correct in all material

respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) Compliance. Buyer shall have complied in all material respects with, and shall have fully performed, the terms, conditions, covenants and obligations of this Agreement imposed thereon to be performed or complied with by Buyer at, or prior to, the Closing Date.

(c) Payment. Buyer shall have transmitted by wire transfer and Seller shall have received payment of the Purchase Price.

9. CLOSING OBLIGATIONS.

9.1 Buyer's Closing Obligations. At the Closing, Buyer shall deliver to Seller each of the following:

(a) Payment of two hundred thousand dollars (\$200,000) by wire transfer.

(b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit 9.1 (b), signed by an authorized officer of Buyer on behalf of Buyer.

(c) The Intellectual Property Assignment Agreement, in the form attached hereto as Exhibit 9.1 (c), signed by an authorized officer of Buyer on behalf of Buyer.

9.2 Seller's Closing Obligations. At the Closing, Seller shall deliver to Buyer each of the following:

(a) The Purchased Assets in accordance with Section 1.3.

(b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit 9.1 (b), signed by an authorized representative of Seller on behalf of Seller.

(c) The Intellectual Property Assignment Agreement, in the form attached hereto as Exhibit 9.1 (c), signed by an authorized representative of Seller on behalf of Seller.

10. SURVIVAL OF WARRANTIES AND INDEMNIFICATION.

10.1 Survival of Warranties. All representations and warranties made by Buyer herein, or in any certificate, schedule or exhibit delivered pursuant hereto, shall survive the Closing for a period of one (1) year after the Closing. All representations and warranties made by Seller herein shall terminate effective as of the Closing.

10.2 Indemnified Losses. For the purpose of this Section 10.2 and when used elsewhere in this agreement, "*Loss*" shall mean and include any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation or injury including, without limitation, those

resulting from any and all actions, suits, proceedings, demands, assessments, judgments, award or arbitration, together with reasonable costs and expenses including the reasonable attorneys' fees and other legal costs and expenses relating thereto.

10.3 No Indemnification by Seller. Seller is selling to Buyer the Purchased Assets defined in this Agreement on an "AS IS" and "WHERE IS" basis, with no representations or warranties as to merchantability, fitness or usability or in any other regard (except for the limited representations and warranties specifically set forth above), and Seller does not agree to defend, indemnify or hold harmless Buyer, any parent, subsidiary or affiliate of Buyer or any director, officer, employee, stockholder, agent or attorney of Buyer or of any parent, subsidiary or affiliate of Buyer from and against and in respect of any Loss which arises out of or results from the transactions described herein.

10.4 Indemnification By Buyer. Subject to the provisions and limitations set forth in this Section 10, Buyer agrees to defend, indemnify and hold harmless Seller, any parent, subsidiary or affiliate of Seller, and any officers, directors, members, agents, managers, representatives, employees or attorneys of Seller or of any parent, subsidiary or affiliate of Seller (collectively, the "*Seller Indemnitees*") from and against and in respect of any Loss which arises out of or results from:

- (a) any breach by Buyer of any covenant made herein, or the inaccuracy or untruth of any representation or warranty of Buyer made herein; or
- (b) the use of the Purchased Assets after the Closing;

provided, however, that nothing in this Section 10.4 shall impose on Buyer any duty to indemnify Seller for any Excluded Liabilities.

10.5 Period for Making Claims. A claim for indemnification by Seller under this Section 10 may be brought, if at all, at any time after the Closing Date, with respect to any claim or claims for indemnification under this Section 10, provided, however, that any claim under Section 10.4(a) with respect to the inaccuracy or untruth of any representation or warranty must be brought, if at all, prior to the time such representation or warranty expires pursuant to Section 10.1.

11. MISCELLANEOUS.

11.1 Expenses. Each of the parties hereto shall bear its own expenses (including without limitation attorneys' fees) in connection with the negotiation and consummation of the transactions contemplated hereby.

11.2 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered United States mail, postage prepaid, or sent by a nationally recognized overnight express courier and addressed as follows:

(a) If to Seller:

Lumo (assignment for the benefit of creditors), LLC
3945 Freedom Circle, Suite 560
Santa Clara, California 95054
United States
Telephone: (650) 329-9996
Facsimile: (650) 329-0980
Email: mam@shrwood.com
Attention: Michael A. Maily

With copy to:

LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
10250 Constellation Blvd., Suite 1700
Los Angeles, CA 90067
Telephone: (310) 229-1234
Facsimile: (310) 329-1244
Email: rb@lnbyb.com
Attention: Ron Bender, Esq.

(b) If to Buyer:

CEO, Seismic (mySeismic.com)
333 Ravenswood Avenue
Menlo Park, CA 94025
United States
Telephone: (650) 930-0948
Facsimile:
Email: rich@mySeismic.com
Attention: Rich Mahoney

With copy to:

Glenn J. Luinenburg, Esq.
Wilmer Cutler Pickering Hale and Dorr LLP
950 Page Mill Road
Palo Alto, CA 94304
Telephone: (650) 858-6075
Facsimile: (650) 858-6100
Email: glenn.luinenburg@wilmerhale.com

11.3 Entire Agreement. This Asset Purchase Agreement, the Exhibits hereto (which are incorporated herein by reference) and any agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby.

11.4 Amendment; Waiver. Any term or provision of this Agreement may be amended only by a writing signed by both Seller and Buyer. The observance of any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

11.5 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

11.6 Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures to this Agreement shall be as valid and binding as a signed original.

11.7 Benefit and Burden. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against, the parties hereto and their respective successors and permitted assigns.

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law. All claims and disputes arising under or in connection with this Agreement, whether for or in respect of, breach of contract, tort, equity, or otherwise, shall be adjudicated exclusively in federal or state courts located in Santa Clara County, California, and each party waives its right to a trial by jury of any such claims or disputes.

11.9 Severability. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

11.10 Attorneys' Fees. Should a suit or arbitration be brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees to be fixed in amount by the Court or the

Arbitrator(s) (including without limitation costs, expenses and fees on any appeal). The prevailing party will be entitled to recover its costs of suit or arbitration, as applicable, regardless of whether such suit or arbitration proceeds to a final judgment or award.

11.11 Limitation of Liability. BUYER HEREBY RECOGNIZES, ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCE MAY BUYER OR ANY OF ITS AFFILIATES ASSERT ANY CLAIM AGAINST OR SEEK ANY RECOVERY FROM ANY OFFICERS, DIRECTORS, MEMBERS, AGENTS, MANAGERS, REPRESENTATIVES OR EMPLOYEES OF SELLER OR ANY OF THE OFFICERS, DIRECTORS, MEMBERS, AGENTS, MANAGERS, REPRESENTATIVES OR EMPLOYEES OF ANY MEMBER OR AFFILIATE OF SELLER ON ACCOUNT OF ANY ACTION OR INACTION OR FOR ANY REASON WHATSOEVER RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, AS A RESULT OF, ARISING OUT OF, OR IN ANY WAY RELATING TO ANY BREACH OF ANY REPRESENTATION, WARRANTY AGREEMENT OR COVENANT MADE BY OR TO BE PERFORMED BY SELLER UNDER THIS AGREEMENT.

11.12 Limitation of Remedy in Favor of Buyer. BUYER HEREBY AGREES THAT ITS SOLE REMEDY RESULTING FROM ANY BREACH OF ANY REPRESENTATION(S) OR WARRANTY(IES) PROVIDED BY SELLER HEREIN IS TO ASSERT A GENERAL UNSECURED CLAIM AGAINST SELLER'S ASSIGNMENT ESTATE FOR DAMAGES INCURRED BY BUYER AS A RESULT OF SUCH BREACH, WITH ANY SUCH CLAIM, TO THE EXTENT AGREED TO BY SELLER OR ALLOWED BY A COURT OF LAW, TO BE TREATED IN THE SAME MANNER AS ALL OTHER GENERAL UNSECURED CLAIMS ASSERTED AGAINST SELLER'S ASSIGNMENT ESTATE. BUYER HEREBY FURTHER AGREES THAT UNDER NO CIRCUMSTANCE MAY ANY SUCH CLAIM(S) ASSERTED BY BUYER EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE OR BE ASSERTED AFTER THE ASSIGNMENT ESTATE'S CLAIMS BAR DATE, WHICH IS DECEMBER 21, 2018.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

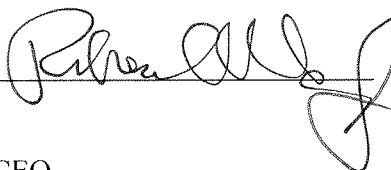
Lumo (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Lumo Bodytech, Inc.

By: _____

Its: Manager

BUYER:

Seismic Holdings, Inc.

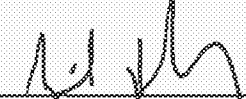
By:  _____

Its: CEO

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

Lumo (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Lumo Bodytech, Inc.

By:  _____

Its: Manager

BUYER:

Seismic Holdings, Inc.

By: _____

Its: CEO

EXHIBIT 1

General Assignment

EXHIBIT 1.2

Purchased Assets

Seller is not making any representation, expressed or implied, with regard to the availability of the Purchased Assets due to the additional expenses that may be incurred to retrieve them, expressed or implied liens that may be asserted by vendors, former employees or consultants holding inventory, raw materials or other Purchased Assets. Buyer, at its own expense, may elect to pursue such Purchased Assets or use whatever means necessary to obtain them. Some Purchased Assets described in this Exhibit may contain third-party intellectual property that may have been licensed by, or otherwise acquired, by Assignor. Buyer acknowledges that Seller may be unable to transfer certain intellectual property belonging to a third party without the express written consent of that third party which shall not be obtained or sought by Seller as part of this Agreement. Buyer accepts full responsibility for communicating with any such third parties whose intellectual property may be included in the Purchased Assets and Buyer shall be responsible for paying all licensing fees, costs, expenses, or other charges associated with using such Purchased Assets.

See attached Schedules:

- Schedule 1.2(a) – Intellectual Property
- Schedule 1.2(b) – IP Tooling
- Schedule 1.2(c) – Domains
- Schedule 1.2(d) – Equipment and Inventory

Schedule 1.2(a)

Intellectual Property:

Notwithstanding anything to the contrary, *Purchased Assets* include all Intellectual Property (as defined below) and Intellectual Property Rights (as defined below) and Technology (as defined below) owned or developed by Seller (or that have been assigned to Seller), or otherwise relating to the business and the products, which Seller has in its possession or which Buyer or Seller can otherwise obtain from third parties through commercially reasonable efforts.

Patents

All patents and patent applications, including, but not limited to, those identified in Schedule 9.1(c) of the Asset Purchase Agreement.

Trademarks

All trademarks and trademark applications, including, but not limited to, those identified in Schedule 9.1(c) of the Asset Purchase Agreement.

Trade Secrets

All trade secrets and non-public proprietary information and know-how.

Technology and Products

All Technology and Products relating to Seller's business and products, including, but not limited to, those identified in Schedule 9.1(c) of the Asset Purchase Agreement. For all Software included within the foregoing, all versions and releases of such Software, and all Software from which such Software was derived, in each case in both source and object code form, is included within the Purchased Assets.

"Intellectual Property" means any or all of the following: (i) works of authorship, including computer programs, algorithms, routines, source code, libraries, utilities, components and executable code, whether embodied in software or otherwise, documentation, designs, files, records and data; (ii) ideas, concepts, discoveries, inventions (whether or not patentable), improvements, developments, research, and technology; (iii) proprietary and confidential information, including technical data and customer and supplier lists, trade secrets, show how, know how and techniques, algorithms, plans, and analyses; (iv) databases, data compilations and collections, and technical data; (v) processes, devices, models, prototypes, schematics, bread boards, net lists, mask works, layouts, circuits, test methodologies and development tools; (vi) logos, trade names, trade dress, trademarks, service marks, uniform resource locators, Web site addresses and domain names, tools, methods and processes; and (vii) all instantiations of the foregoing in any form and embodied in any media now known or hereafter conceived (including all precursors, works in process, versions, modifications, enhancements and derivative works thereof).

“Intellectual Property Rights” means any and all rights throughout the world in, arising out of, or associated with any of the following: (i) all utility models and design and utility patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof (collectively, **“Patents”**); (ii) all inventions (whether patentable or not), invention disclosures and improvements, all trade secrets, proprietary information, know how and technology (collectively, **“Trade Secrets”**); (iii) all works of authorship, copyrights, mask works, copyright and mask work registrations and applications (collectively, **“Copyrights”**); (iv) all industrial designs and any registrations and applications therefor; (v) all trade names, logos, trademarks and service marks; trademark and service mark registrations and applications (collectively, **“Trademarks”**); (vi) all databases and data collections (including knowledge databases, customer lists and customer databases); (vii) all rights in computer software and documentation; (viii) rights to uniform resource locators, Web site addresses and domain names; (ix) any similar, corresponding or equivalent rights to any of the foregoing; and (x) all goodwill associated with any of the foregoing.

“Products” means: (i) all products owned or developed by Seller; (ii) all designs, packaging, displays, marketing materials, presentations, white papers and documentation associated with any of the foregoing; (iii) all versions of any of the foregoing, including prior releases, alpha and beta test versions, new versions or portions thereof currently under development and the most current development versions of any of the foregoing whether or not currently under development; (iv) all computer software and works of authorship with respect to which any of the foregoing would constitute a derivative work; (v) all derivative works of any of the foregoing in existence on or prior to the date hereof; and (vi) all documentation and training materials used with or necessary for use or operation of any of the foregoing.

“Software” means all: (i) computer programs, including all software implementations of algorithms, models and methodologies, whether in source code or object code; (ii) databases and other compilations and collections of data or information; (iii) descriptions, source code annotations, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and (iv) documentation, including user manuals and other training documentation, related to any of the foregoing.

“Technology” means technology, technical and business information and all tangible embodiments of Intellectual Property Rights of Seller, including computer software, development tools, systems, files, records, databases, drawings, artwork, designs, displays, audio-visual works, devices, hardware, apparatuses, documentation, manuals, specifications, flow charts, web pages, customer lists, electronic and other data, and other tangible embodiments of, or materials describing or disclosing, technical or business data, concepts, know-how, show-how, techniques, Trade Secrets, inventions (whether patentable or unpatentable), algorithms, formulae, processes, routines, databases, works of authorship and the like.

Other Intangible Assets

Notwithstanding anything to the contrary, Purchased Assets include all Intellectual Property and Intellectual Property Rights and Technology owned or developed by Seller (or assigned to Seller) or otherwise relating to the Lumo Bodytech, Inc.'s business and products which Seller has in its possession or which Buyer or Seller can otherwise obtain from third parties through commercially reasonable efforts.

Asset Purchase Agreement
Exhibit 1.2 - Schedule 1.2(a)
Patents

	App #	Filing Date	Status	Publication	Location
M0A: System and Method of Biomechanical Posture Detection and Feedback					USA
LUMO-M0A-PRV	61/507,514	7/13/2011	Converted	-	
LUMO-M0A-PRV2	61/547,590	10/14/2011	Converted	-	
LUMO-M0A-US	13/548,093	7/12/2013	Patented	US 8,928,484	
LUMO-M0A-US2 continuation	14/582,082	12/23/2014	Patented	US 9,286,782	
LUMO-M0A-US3 continuation	15/019,344	2/9/2016	Patented	US 9,514,625	
LUMO-M0A-US4 continuation	15/340,890	11/1/2016	Patented	US 9,940,811	
M0B: System and Method of Biomechanical Posture Detection and Feedback Inclu					USA
LUMO-M0B-US CIP of M0A	13/842,270	3/15/2013	Patented	US 9,128,521	
LUMO-M0B-US2 CIP of M0A	14/815,781	7/31/2015	Patented	US 9,541,994	
LUMO-M0B-US3 CIP of M0A	15/366,429	12/1/2016	Patented	US 9,936,900	
M0C: System and Method for Detecting Transitions Between Sitting and Standing States					USA
LUMO-M0C-US	13/912,999	6/7/2013	Patented	US 9,591,996	
M01: System and Method for Characterizing Biomechanical Activity (Algorithms)					USA
LUMO-M01-PRV	62/236,425	10/2/2015	Converted	-	
LUMO-M01-PRV2	62/271/292	12/27/2015	Converted	-	
M02: System and Method for Run Tracking with a Wearable Activity Monitor					USA
LUMO-M02-PRV	62/236,438	10/2/2015	Converted	-	
M03: System and Method for a Wearable Technology Platform					USA
LUMO-M03-PRV	62/236,458	10/2/2015	Converted	-	
M04: System and Method for Sensing and Responding to Fatigue During a Physical Activity					USA
LUMO-M04-PRV	62/271,292	12/30/2015	Converted	-	
M05: System and Method for Using Performance Signatures					USA
LUMO-M05-PRV	62/271,292	12/27/2015	Converted	-	
M08: System and Method for Applying Biomechanical Characterizations to Patient Care					USA
LUMO-M08-PRV	62/314,312	3/28/2016	Converted	-	
M09: System and Method for Ergonomic Monitoring in an Industrial Environment					USA
LUMO-M09-PRV	62/340,939	5/24/2016	Converted	-	
M10: System and Method for Applying Biomechanical Characterizations to Sports Activities					USA
M11: System and Method for Automatic Posture Calibration					USA
LUMO-M11-PRV	62/305,883	3/9/2016	Converted	-	
M12: Biomechanical Platform for Connected Eyewear					USA
LUMO-M12-PRV	62/418,436	11/7/2016	Converted	-	
M13: System and Method for Personalized Exercise Training & Coaching Program					USA
LUMO-M13-PRV	62/423,100	11/16/2016	Converted	-	
LUMO-M13-PRV2	62/522,015	6/19/2017	Converted	-	
M15: Biomechanical Platform for Remote Monitoring for Elderly Fall Prediction, Detection and Prevention					USA
LUMO-M15-PRV	62/438,149	12/22/2016	Converted	-	
LUMO-M15-PRV2	62/522,017	6/19/2017	Converted	-	
M16: Biomechanical Platform for Construction Worker Productivity and Safety					USA
M17: System and Method for Automatic Wearable Sensor Location Detection for Wearable Sensors					USA
LUMO-M17-PRV	62/471,112	3/14/2017	Converted	-	
M18: System and Method for Multi-Sensor Biomechanics Platform for Yoga					USA
M19: System and Method for Dynamic Band Pass Filters for Activity Detection					USA
M20: System and Method for Combining Wearable Activity Tracking and Non-Wearable Activity Tracking Devices to Understand Patien					USA
M21: System and Method for Detecting Static Loading and Providing Feedback					USA
M22: System and Method for Chronic Pain Management System					USA
M23: System and Method for Pre and Post Surgical Outcome Analysis and Rehabilitation Prediction					USA
M24: System and Method for Walking and Running Step Length and Gait Speed Prediction					USA
M25: System and Method for Posture Segmentation and Analysis					USA

Count: 39 Patent Applications, includes 26 independent families, 5 PCT filings, 8 granted, 15 Full Applications, 11 provisionals
 In process: 3+ provisionals (not all listed)

Asset Purchase Agreement
Exhibit 1.2 - Schedule 1.2 (b)
Trademarks

Trademark	Country	Appl. No.	Reg. No.	Reg. Date	Int'l Class	Status
LUMO	US	86861755			25	Pending
LUMO MOTION SCIENCE PLATFORM	US	87375748			9	Pending
LUMOLRUN	US	87025010			25	Pending
POWERED BY LUMO	US	87375761			9	Pending
GIVE YOUR BODY A VOICE	US	86051330	4475411	Jan 28 2014	10	Registered
GIVE YOUR BODY A VOICE	US	86051331	4475412	Jan 28 2014	9	Registered
L	US	86626008	4870652	Dec 15 2015	10	Registered
L	US	86626009	4870653	Dec 15 2015	9	Registered
LIFT	US	86112673	4700859	Mar 10 2015	10	Registered
LIFT	US	86112675	4685710	Feb 10 2015	9	Registered
LUMO	AU	1170798	1574703	Jan 23 2014	9	Registered
LUMO	CA	1636375	TMA912689	Aug 28 2015		Registered
LUMO	EU	1170798	1170798	Jun 20 2013	9	Registered
LUMO	JP	1170798	1170798	Jun 20 2013	9	Registered
LUMO	US	85523107	4538241	May 27 2014	9	Registered
LUMO	US	85978738	4336347	May 14 2013	9	Registered
LUMO	WIPO	1170798	1170798	Jun 20 2013	9	Registered
LUMO	CN	19202474	19202474	Jun 28 2017	9	Registered
LUMO L	AU	1193047	1607057		10	Registered
LUMO L	EU	1193047	1193047	Dec 23 2013	10	Registered
LUMO L	JP	1193047	1193047	Dec 23 2013	10	Registered
LUMO L	WIPO	1193047	1193047	Dec 23 2013	10	Registered
LUMO L	US	85968974	4475175	Jan 28 2014	10	Registered
LUMO LIFT	CN	19202569	19202569	Jun 28 2017	9	Registered
LUMOBACK	US	85978737	4336346	May 14 2013	9	Registered
LUMOLRUN	US	87024989	5252141	Jul 25 2017	9	Registered
LUMOLRUN	US	87025021	5409949	Feb 27 2018	9, 10	Registered
LUMOLRUN	CN	20058969	20058969	July 14 2017	9	Registered
LUMOLRUN	CN	20058968	20058968	July 14 2017	10	Registered
LUMOLRUN	CN	20058967	20058967	July 14 2017	25	Registered
健形	CN	16782749	16782749	Jun 14 2016	9	Registered
健形	CN	16782750	16782750	Jun 14 2016	10	Registered
健形 LIFT	CN	16782748	16782748	May 21 2017	10	Registered
健形 LIFT	CN	16782747	16782747	Oct 7 2017	9	Registered

**Asset Purchase Agreement
Exhibit 1.2 - Schedule 1.2(c)
IP Tooling**

<u>Item</u>	<u>Location</u>
Plastics molding toolings	Forbetter New Material Solutions Co., Dongguan China
Ultrasonic welding tooling	Herrmann Ultrasonics, Bartlett, Illinois

Asset Purchase Agreement
Exhibit 1.2 - Schedule 1.2(d)
Domains

<u>DomainName</u>	<u>TLD</u>	<u>Expiration Date</u>
<u>lumobodytech.com</u>	.com	09/11/2019
<u>betterformbetterresult.com</u>	.com	05/03/2019
<u>betterformbetterresult.info</u>	.info	05/03/2019
<u>betterformbetterresult.net</u>	.net	05/03/2019
<u>betterformbetterresult.org</u>	.org	05/03/2019
<u>betterformbetterresults.com</u>	.com	05/03/2019
<u>betterformbetterresults.info</u>	.info	05/03/2019
<u>betterformbetterresults.net</u>	.net	05/03/2019
<u>betterformbetterresults.org</u>	.org	05/03/2019
<u>bodyecosystem.com</u>	.com	06/25/2018
<u>bodyplatform.com</u>	.com	06/25/2018
<u>bodysdk.com</u>	.com	06/25/2018
<u>getliftnow.com</u>	.com	09/26/2018
<u>getlumolift.com</u>	.com	09/27/2018
<u>humansdk.com</u>	.com	06/25/2018
<u>liftmyposture.com</u>	.com	09/22/2018
<u>liftposture.com</u>	.com	09/22/2018
<u>lumo.net</u>	.net	02/03/2020
<u>lumo.run</u>	.run	11/11/2018
<u>lumo.tv</u>	.tv	09/20/2018
<u>lumoback.co</u>	.co	09/01/2019
<u>lumoback.com</u>	.com	09/02/2018
<u>lumoback.me</u>	.me	09/02/2019
<u>lumoback.org</u>	.org	09/02/2019
<u>lumobackstore.com</u>	.com	08/08/2019
<u>lumobaseball.com</u>	.com	12/16/2018
<u>lumobasketball.com</u>	.com	12/16/2018
<u>lumobody.cn</u>	.cn	01/23/2019
<u>lumobody.co</u>	.co	08/25/2019
<u>lumobody.com</u>	.com	08/26/2019
<u>lumobody.net</u>	.net	08/26/2019
<u>lumobody.org</u>	.org	08/26/2019
<u>lumobody.us</u>	.us	08/25/2019
<u>lumobodytech.biz</u>	.biz	09/28/2018
<u>lumobodytech.co</u>	.co	05/06/2019
<u>lumobodytech.de</u>	.de	09/29/2018
<u>lumobodytech.in</u>	.in	05/07/2019
<u>lumobodytech.info</u>	.info	09/29/2018

Asset Purchase Agreement
Exhibit 1.2 - Schedule 1.2(d)
Domains

<u>lumobodytech.net</u>	.net	09/29/2018
<u>lumobodytech.org</u>	.org	05/07/2019
<u>lumobodytech.us</u>	.us	05/06/2019
<u>lumobodytechnologies.cn</u>	.cn	01/23/2019
<u>lumobodytechnologies.co</u>	.co	05/06/2019
<u>lumobodytechnologies.com</u>	.com	09/11/2018
<u>lumobodytechnologies.org</u>	.org	05/07/2019
<u>lumobodytechnology.co</u>	.co	05/06/2019
<u>lumobodytechnology.com</u>	.com	05/06/2019
<u>lumobodytechnology.info</u>	.info	05/07/2019
<u>lumobodytechnology.net</u>	.net	05/06/2019
<u>lumobodytechnology.org</u>	.org	05/07/2019
<u>lumocycle.com</u>	.com	12/16/2018
<u>lumohealth.cn</u>	.cn	01/23/2019
<u>lumohealth.com</u>	.com	12/16/2018
<u>lumolift.cn</u>	.cn	01/23/2019
<u>lumolift.co</u>	.co	11/05/2018
<u>lumolift.com</u>	.com	11/05/2018
<u>lumolift.org</u>	.org	05/07/2019
<u>lumolift.tv</u>	.tv	09/20/2018
<u>lumolift.us</u>	.us	08/26/2018
<u>lumoplatfrom.com</u>	.com	12/16/2018
<u>lumoposture.cn</u>	.cn	01/23/2019
<u>lumoposture.com</u>	.com	12/16/2018
<u>lumorehab.com</u>	.com	12/16/2018
<u>lumoride.com</u>	.com	12/16/2018
<u>lumorun.cn</u>	.cn	01/23/2019
<u>lumorun.co</u>	.co	09/23/2018
<u>lumorun.com</u>	.com	07/18/2018
<u>lumorun.net</u>	.net	09/24/2018
<u>lumorun.org</u>	.org	09/24/2018
<u>lumorun.us</u>	.us	10/06/2018
<u>lumosoccer.com</u>	.com	12/16/2018
<u>lumoswing.com</u>	.com	12/16/2018
<u>lumotennis.com</u>	.com	12/16/2018
<u>meetlumo.com</u>	.com	06/10/2019
<u>mylumo.cn</u>	.cn	01/25/2019
<u>projectzero2one.com</u>	.com	02/18/2019
<u>thelumo.com</u>	.com	08/26/2019

**Asset Purchase Agreement
Exhibit 1.2 - Schedule 1.2(d)
Domains**

<u>tryliftnow.com</u>	.com	09/26/2018
<u>trylumolift.com</u>	.com	09/27/2018
<u>wearablecosystem.com</u>	.com	06/25/2018

**Asset Purchase Agreement
Exhibit 1.2 - Schedule 1.2(e)
Equipment & Inventory**

<u>Item</u> <u>Description</u>	<u>Location</u> <u>Make</u>	<u>Quantity</u> <u>Model</u>	<u>Qty</u>
DC Regulated Power Supply	Tek Power	TP3005T	2
Monitor	ViewSonic	VA2231wm-LED	1
PC (test computer)	Generic	-	1
Monitor	ASUS	PB278	1
Monitor	Apple	A1407	7
Laptop	Lenovo	20289	1
Inventory	Lumo	LumoBack	476
Inventory	Lumo	LumoRun	237
Inventory	Lumo	LumoLift	98
Orbital Shaker	Unknown	KJ-201BD	1
Test jigs	UMEC, Baoan, China		

SCHEDULE 3.1

ASSUMED LIABILITIES

None

EXHIBIT 6.3

ALLOCATION OF PURCHASE PRICE AMONG THE PURCHASED ASSETS

EXHIBIT 9.1 (b)

ASSIGNMENT AND BILL OF SALE AGREEMENT

This Assignment and Bill of Sale Agreement (the "Agreement") is made as of July 18, 2018 (the "Effective Date"), by and between Lumo (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Lumo Bodytech, Inc. (the "Seller"), and Seismic Holdings, Inc., a Delaware Corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of July 18, 2018 (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. **Sale and Assignment of Purchased Assets.** Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Purchased Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of Seller's right, title and interest in and to the Purchased Assets.

2. **Assumption of Assumed Liabilities.** In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, in partial consideration for such transfer of the Purchased Assets by Seller to Buyer, Buyer hereby undertakes to assume, pay, perform, satisfy and discharge, all of the Assumed Liabilities. Buyer does not agree to assume or pay any Excluded Liabilities or any other debts, obligations or liabilities of Seller or Assignor not expressly assumed by Buyer in the Asset Purchase Agreement.

3. **Cooperation.** Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Purchased Assets and the assumption of the Assumed Liabilities.

4. **Effect of Agreement.** Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the Effective Date.

SELLER:

Lumo (assignment for the benefit of creditors),
assignee for the benefit
of creditors of Lumo Bodytech, Inc.

By:  _____

Its: Manager

BUYER:

Seismic Holdings, Inc. LLC, solely as

By: _____

Its: CEO

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the Effective Date.

SELLER:

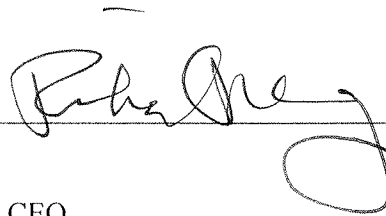
Lumo (assignment for the benefit of creditors),
assignee for the benefit
of creditors of Lumo Bodytech, Inc.

By: _____

Its: Manager

BUYER:

Seismic Holdings, Inc. LLC, solely as

By:  _____

Its: CEO

EXHIBIT 9.1 (c)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

(see attached)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") is hereby entered into on July 18, 2018 (the "Effective Date"), by, between, and among Lumo (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Lumo Bodytech, Inc. ("Assignor"), and Seismic Holdings, Inc. ("Assignee").

1. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's right, title and interest in, to and under, all of the following (hereafter collectively referred to as "Intellectual Property"):

(i) the entire worldwide right, title and interest of Assignor in and to each and all patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said patents and applications, including but not limited to those set forth in **Schedule A** hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment set forth in this Assignment had not been made;

(ii) the full and complete right to file patent applications in the name of the Assignor, at the Assignee's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world;

(iii) the entire right, title and interest of Assignor in and to any patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;

(iv) any and all trademark and servicemark rights throughout the world, including any and all applications, registrations, and common law marks, whether registered or not, together with the goodwill of the business associated with and symbolized by same, held by Assignor, including but not limited to those set forth on **Schedule B** hereto, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as

fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(v) any and all copyrights throughout the world, including any and all applications, registrations, and like protections, whether registered or not, whether published or unpublished, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(vi) any and all trade secret rights, including rights Assignor may have under the laws governing confidential information or rights in law to prevent the unauthorized use or disclosure of such information.

2. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Assignor in, to and under the Intellectual Property, including all worldwide right, title and interest of Assignor in, to and under the Intellectual Property, together with the right of Assignor to claim priority in all countries in accordance with international law, any and all rights of Assignor corresponding to said Intellectual Property in countries throughout the world, and all of Assignor's rights to sue for past, present or future infringement of said Intellectual Property worldwide together with all claims for damages by reason of past, present or future infringement of said Intellectual Property, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes and requests the United States Patent and Trademarks Office to issue said Patents and Trademarks in accordance with this Assignment.

3. Assignor represents and warrants that Assignor has made no other agreements establishing any other encumbrances, liens, security interests, or third-party interests on or to the Intellectual Property, and that Assignor has full and complete authority to make this Assignment.

4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

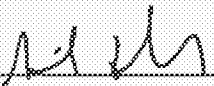
5. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

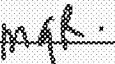
6. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Assignor and Assignee executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Lumo (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Lumo Bodytech, Inc.

By: 

Its: 

ASSIGNEE:

Seismic Holdings, Inc.

By: _____

Its: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

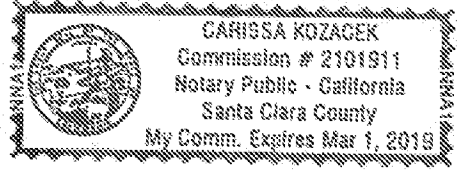
On July 17, 2018 before me, Carissa Kozacek
(insert name and title of the officer)

personally appeared Michael A. Meidy
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carissa Kozacek (Seal)



IN WITNESS WHEREOF, Assignor and Assignee executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

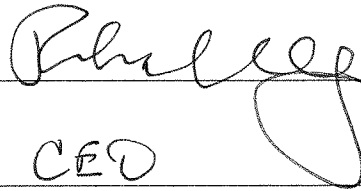
Lumo (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Lumo Bodytech, Inc.

By: _____

Its: _____

ASSIGNEE:

Seismic Holdings, Inc.

By:  _____

Its: CEO _____

Please see the attached Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

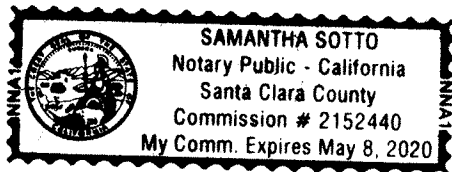
On July 17, 2018 before me, Samantha Sotto, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Richard Michael Mahoney Jr.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Samantha Sotto
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Asset Purchase Agreement Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SCHEDULE A

Patents

	App #	Filing Date	Status	Publication	Location
M0A: System and Method of Biomechanical Posture Detection and Feedback					
LUMO-M0A-PRV	61/507,514	7/13/2011	Converted	-	USA
LUMO-M0A-PRV2	61/547,590	10/14/2011	Converted	-	
LUMO-M0A-US	13/548,093	7/12/2013	Patented	US 8,928,484	
LUMO-M0A-US2 continuation	14/582,082	12/23/2014	Patented	US 9,286,782	
LUMO-M0A-US3 continuation	15/019,344	2/9/2016	Patented	US 9,514,625	
LUMO-M0A-US4 continuation	15/340,890	11/1/2016	Patented	US 9,940,811	
M0B: System and Method of Biomechanical Posture Detection and Feedback Including Sensor Normalization (CIP)					
LUMO-M0B-US CIP of M0A	13/842,270	3/15/2013	Patented	US 9,128,521	
LUMO-M0B-US2 CIP of M0A	14/815,781	7/31/2015	Patented	US 9,541,994	
LUMO-M0B-US3 CIP of M0A	15/366,429	12/1/2016	Patented	US 9,936,900	
M0C: System and Method for Detecting Transitions Between Sitting and Standing States					
LUMO-M0C-US	13/912,999	6/7/2013	Patented	US 9,591,996	USA
M01: System and Method for Characterizing Biomechanical Activity (Algorithms)					
LUMO-M01-PRV	62/236,425	10/2/2015	Converted	-	USA
LUMO-M01-PRV2	62/271/292	12/27/2015	Converted	-	
M02: System and Method for Run Tracking with a Wearable Activity Monitor					
LUMO-M02-PRV	62/236,438	10/2/2015	Converted	-	USA
M03: System and Method for a Wearable Technology Platform					
LUMO-M03-PRV	62/236,458	10/2/2015	Converted	-	USA
M04: System and Method for Sensing and Responding to Fatigue During a Physical Activity					
LUMO-M04-PRV	62/271,292	12/30/2015	Converted	-	USA
M05: System and Method for Using Performance Signatures					
LUMO-M05-PRV	62/271,292	12/27/2015	Converted	-	USA

M08: System and Method for Applying Biomechanical Characterizations to Patient Care						USA
LUMO-M08-PRV	62/314,312	3/28/2016	Converted	-		USA
M09: System and Method for Ergonomic Monitoring in an Industrial Environment						
LUMO-M09-PRV	62/340,939	5/24/2016	Converted	-		USA
M10: System and Method for Applying Biomechanical Characterizations to Sports Activities						
M11: System and Method for Automatic Posture Calibration						
LUMO-M11-PRV	62/305,883	3/9/2016	Converted	-		USA
M12: Biomechanical Platform for Connected Eyewear						
LUMO-M12-PRV	62/418,436	11/7/2016	Converted	-		USA
M13: System and Method for Personalized Exercise Training & Coaching Program						
LUMO-M13-PRV	62/423,100	11/16/2016	Converted	-		USA
LUMO-M13-PRV2	62/522,015	6/19/2017	Converted	-		USA
M15: Biomechanical Platform for Remote Monitoring for Elderly Fall Prediction, Detection and Prevention						
LUMO-M15-PRV	62/438,149	12/22/2016	Converted	-		USA
LUMO-M15-PRV2	62/522,017	6/19/2017	Converted	-		USA
M16: Biomechanical Platform for Construction Worker Productivity and Safety						
M17: System and Method for Automatic Wearable Sensor Location Detection for Wearable Sensors						
LUMO-M17-PRV	62/471,112	3/14/2017	Converted	-		USA
M18: System and Method for Multi-Sensor Biomechanics Platform for Yoga						
M19: System and Method for Dynamic Band Pass Filters for Activity Detection						
M20: System and Method for Combining Wearable Activity Tracking and Non-Wearable Activity Tracking Devices to Understand Patient Behavior						
M21: System and Method for Detecting Static Loading and Providing Feedback						
M22: System and Method for Chronic Pain Management System						
M23: System and Method for Pre and Post Surgical Outcome Analysis and Rehabilitation Prediction						
M24: System and Method for Walking and Running Step Length and Gait Speed Prediction						
M25: System and Method for Posture Segmentation and Analysis						

Count: 39 Patent Applications, includes 26 independent families, 5 PCT filings, 8 granted, 15 Full Applications, 11 provisionals

In process: 3+ provisionals (not all listed)

SCHEDULE B

Trademarks

Trademark	Country	Appl. No.	Reg. No.	Reg. Date	Int'l Class	Status
LUMO	US	86861755			25	Pending
LUMO MOTION SCIENCE PLATFORM	US	87375748			9	Pending
LUMOLRUN	US	87025010			25	Pending
POWERED BY LUMO	US	87375761			9	Pending
GIVE YOUR BODY A VOICE	US	86051330	4475411	Jan 28 2014	10	Registered
GIVE YOUR BODY A VOICE	US	86051331	4475412	Jan 28 2014	9	Registered
L	US	86626008	4870652	Dec 15 2015	10	Registered
L	US	86626009	4870653	Dec 15 2015	9	Registered
LIFT	US	86112673	4700859	Mar 10 2015	10	Registered
LIFT	US	86112675	4685710	Feb 10 2015	9	Registered
LUMO	AU	1170798	1574703	Jan 23 2014	9	Registered
LUMO	CA	1636375	TMA912689	Aug 28 2015		Registered
LUMO	EU	1170798	1170798	Jun 20 2013	9	Registered
LUMO	JP	1170798	1170798	Jun 20 2013	9	Registered
LUMO	US	85523107	4538241	May 27 2014	9	Registered
LUMO	US	85978738	4336347	May 14 2013	9	Registered
LUMO	WIPO	1170798	1170798	Jun 20 2013	9	Registered
LUMO	CN	19202474	19202474	Jun 28 2017	9	Registered
LUMO L	AU	1193047	1607057		10	Registered
LUMO L	EU	1193047	1193047	Dec 23 2013	10	Registered
LUMO L	JP	1193047	1193047	Dec 23 2013	10	Registered
LUMO L	WIPO	1193047	1193047	Dec 23 2013	10	Registered
LUMO L	US	85968974	4475175	Jan 28 2014	10	Registered
LUMO LIFT	CN	19202569	19202569	Jun 28 2017	9	Registered
LUMOBACK	US	85978737	4336346	May 14 2013	9	Registered
LUMOLRUN	US	87024989	5252141	Jul 25 2017	9	Registered
LUMOLRUN	US	87025021	5409949	Feb 27 2018	9, 10	Registered
LUMOLRUN	CN	20058969	20058969	July 14 2017	9	Registered
LUMOLRUN	CN	20058968	20058968	July 14 2017	10	Registered
LUMOLRUN	CN	20058967	20058967	July 14 2017	25	Registered
健形	CN	16782749	16782749	Jun 14 2016	9	Registered
健形	CN	16782750	16782750	Jun 14 2016	10	Registered
健形 LIFT	CN	16782748	16782748	May 21 2017	10	Registered
健形 LIFT	CN	16782747	16782747	Oct 7 2017	9	Registered