506211692 08/19/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6258434

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MR. LEROY TRUELOVE III	02/25/2020
DR. RICHARD S. MOORE	02/25/2020
DR. WILLIAM BUCHANAN	02/25/2020

RECEIVING PARTY DATA

Name:	NITMOI, LLC
Street Address:	1844 SIR TYLER DRIVE
City:	WILMINGTON
State/Country:	NORTH CAROLINA
Postal Code:	28405

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16910864

CORRESPONDENCE DATA

Fax Number: (888)290-7817

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.

Phone: 910-899-0236

Email: russell@kinglawonline.com
Correspondent Name: RUSSELL D. NUGENT

Address Line 1: 1904 EASTWOOD RD., SUITE 310A

Address Line 4: WILMINGTON, NORTH CAROLINA 28403

NAME OF SUBMITTER:	RUSSELL D. NUGENT	
SIGNATURE:	/Russell D. Nugent/	
DATE SIGNED:	08/19/2020	

Total Attachments: 5

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PATENT 506211692 REEL: 053542 FRAME: 0103

PATENT ASSIGNMENT

This Agreement is by and between Leroy Truelove, III, William Buchanan and Richard S. Moore, individually (hereinafter the "Assignors") and NITMOI, LLC, a Limited Liability Company organized and existing under the laws of the State of North Carolina (hereinafter the "Assignee").

WHEREAS, Assignors have invented a certain new and useful invention (the "Invention") and Assignors have filed provisional and a non-provisional applications for patent protection describing and claiming the Invention (the "Applications"), which are described in Exhibit A; and

WHEREAS, Assignce, wishes to acquire the entire right, title, and interest in the Invention and any patent that may be granted claiming or describing the Invention in the United States and its territorial possessions and/or any foreign countries;

NOW, the parties agree as follows:

- 1. Assignment. For such valuable consideration already in hand received, the Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in the Invention in the United States and its territorial possessions and/or any foreign countries including, but not limited to the right to claim priority to an application describing or claiming the Invention, the ownership of any Patents that issue from such the Applications and any and all other applications claiming priority to any application describing or claiming the Invention including any divisional, continuation, continuation-in-part, reissue, substitute, or renewal applications or international applications filed under the Patent Cooperation Treaty or any other treaty to which the United States of America is a signatory.
- 2. Representations and Warranties. Assignors represent and warrant to Assignee:
 - Assignors have the right, power and authority to enter into this Agreement;
 - (b) Assignors are the exclusive owner of all right, title and interest, including all intellectual property rights, in the Invention and the Applications;
 - (c) The Invention and Applications are free of any liens, security interests, encumbrances or licenses;
 - (d) The Invention and Applications do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Invention and Applications;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
 - (g) Assignors are not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 3. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

- 4. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- 5. Amendment. This Agreement may be amended only by a writing signed by both parties.
- 6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 7. Agreement to Perform Necessary Acts. Assignors agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hercunder shall be governed by, the laws of the State of North Carolina.

Date:

SIGNATURE PAGES TO FOLLOW

ASSIGNOR

Leroy Truelove, III, inventor

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I certify that the following person personally appeared before me this day, having been properly identified by a driver's license or other photo identification, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Leroy Truelove, III, inventor

Witness my hand and notarial so	eal, this day of, 2020.
[Notarial Seal]	Notary Public
	Typed of Printed Name of Notary
My commission expires://	
	a e e
ASSIGNOR	
William Buchanan, inventor	
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1 Mil milan	.
STATE OF NORTH CAROLINA	
COUNTY OF NEW HANOVER	
properly identified by a driver's license o	n personally appeared before me this day, having been r other photo identification, each acknowledging to me oing document for the purpose stated therein and in the
William	Buchanan, inventor
Witness my hand and notarial seal,	this day of, 2020.
[Notarial Seal]	Notary Public
	Trend of Deinted Name of N.
My commission expires:/_/	Typed of Printed Name of Notary

ASSIGNOR

Richard S. Moore, inventor

TE OF NORTH CAROLINA COUNTY OF NEW HANOVER

I certify that the following person personally appeared before me this day, having been properly identified by a driver's license or other photo identification, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Richard S. Moore, inventor

Witness my hand and notarial sea	1, this <u>25</u> day of <u>Feb</u> , 2020.	
[Notarial Seal]	Notary Public	
	Typed of Printed Name of Notary	
My commission expires:/_/	<u>-</u>	
ASSIGNEE:		
Todd Flohr, Sole Manager of NITMOI, LI	uc	
1 - 4 - 5	.+-1.,	
STATE OF NORTH CAROLINA		
COUNTY OF NEW HANOVER		
I certify that the following person properly identified by a driver's license or that he or she voluntarily signed the forego capacity indicated:	personally appeared before me this other photo identification, each ackning document for the purpose stated	nowledging to me
Todd Flohr, Sole	Manager of NITMOI, LLC	
Witness my hand and notarial seal,	this day of, 2020.	
[Notarial Seal]	Notary Public	
My commission expires:/_/	Typed of Printed Name of Notary	

EXHIBIT A

<u>Invention</u>: Shoulder Transfer Weight Support System

The Applications:

Application #:

62/458,623

Country:

United States

Date of Application:

February 14, 2017

Application #:

15/896,235

Country:

United States

Date of Application:

February 14, 2018

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