

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6281999

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADDADAY INTELLIGENT TECHNOLOGIES LLC	07/31/2020
RECEIVING PARTY DATA	
Name:	MEDI-DYNE HEALTHCARE PRODUCTS, LTD.
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Property Type	Number
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SIGNATURE:	/Jonathan E. Sterling/
DATE SIGNED:	09/03/2020
Total Attachments: 4	
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PATENT ASSIGNMENT

This Patent Assignment ("Patent Assignment") is made and entered into effective as of the 31st day of July, 2020 (the "Effective Date"), by and between ADDADAY LLC, a California limited liability company ("Addaday"), VICTOR YANG ("Yang"), ADDADAY INTELLIGENT TECHNOLOGIES LLC, a California limited liability company ("AIT" and together with Addaday and Yang, "Assignor") and MEDI-DYNE HEALTHCARE PRODUCTS, LTD., a Texas limited partnership ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of all right, title, and interest in, to and under those patents and intellectual property identified on Schedule 1 attached hereto, all inventions disclosed therein and any other applications based in whole or in part thereon (collectively, "Assigned Patents");

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement by and between AIT, Assignee, Yang, Kerry Klein, Colin Klein, Afshin Hakim, and PHM Investments, LLC, dated of even date herewith, (the "APA"), Assignee wishes to acquire, and Assignor wishes to transfer to Assignee, all of Assignor's right, title and interest in and to the Assigned Patents; and

WHEREAS, Assignee and Assignor desire to record the assignment set forth in this Patent Assignment.

AGREEMENT

NOW, THEREFORE, in consideration for the Purchase Price (as defined in the APA), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Assignor hereby unconditionally and irrevocably does hereby sell, contribute, assign, grant, convey, transfer, and set over to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Patents, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Patents, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement thereof, (c) grant licenses or other interests therein, and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby assigns, transfers and conveys to Assignee, all rights in all divisions, reissues, continuations, continuation-in-parts, extensions thereof, and any applications claiming priority thereto, in accordance with 35 U.S.C. §261, and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including, but not limited to, equitable and injunctive relief ensuing from infringement of the Assigned Patents.

Assignor represents and warrants to Assignee that, collectively, Assignor owns one hundred percent (100%) of the Assigned Patents and has all requisite legal power and authority to (i) execute and deliver this Patent Assignment, (ii) convey the Assigned Patents as contemplated herein, and (iii) carry out and perform the provisions of this Patent Assignment. Assignor further represents and warrants to Assignee that the Assigned Patents do not infringe, are not infringing, and have not infringed, any third-party's intellectual property or rights thereto.

ASSIGNOR SHALL JOINTLY AND SEVERALLY INDEMNIFY, DEFEND, AND HOLD ASSIGNEE AND ITS OWNERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, AGENTS, SUCCESSORS, ADVISORS, AND REPRESENTATIVES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, AND LIABILITIES OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) RELATED TO OR ARISING OUT OF ASSIGNOR'S BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED HEREIN.

This Patent Assignment is made in accordance with all applicable laws and governmental regulations.

Upon request of Assignee, Assignor shall take such further actions, and shall cause its personnel, employees and agents to take such further actions, including execution and delivery of instruments of conveyance, that Assignee may reasonably deem necessary or desirable to accomplish or evidence more fully any transfer of right, title, or interest necessary to fulfill the intent of this Patent Assignment including, without limitation, all filings necessary with the United States Patent and Trademark Office ("USPTO").

Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as paper documents bearing the original signature. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Patent Assignment shall be governed by the laws of the State of Texas, excluding any conflict of laws, rule or principle that might refer the governance or construction of this Patent Assignment to the law of another jurisdiction.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Patent Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:



Victor Yang

ADDADAY LLC,
a California limited liability company

By:



Victor Yang, Chief Executive Officer

ADDADAY INTELLIGENT TECHNOLOGIES
LLC, a California limited liability company

By:



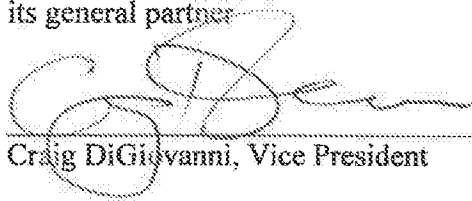
Victor Yang, President

ASSIGNEE:

MEDI-DYNE HEALTHCARE PRODUCTS, LTD.,
a Texas limited partnership

By: MEDI-DYNE HEALTHCARE
PRODUCTS COMPANIES, LLC,
a Texas limited liability company,
its general partner

By:



Craig DiGiovanni, Vice President

Schedule 1

Assigned Patents

Country	Title	Application No.	Filing Date	Patent No.	Issue Date
US	Massage Roller	29/471,898	Nov. 6, 2013	D704,852	May 13, 2014