PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6330041

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NOLAN ORFIELD	01/26/2016

RECEIVING PARTY DATA

Name:	SHAPELOG, INC.
Street Address:	206 SOUTH MAIN STREET
City:	ANN ARBOR
State/Country:	MICHIGAN
Postal Code:	48104

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	14972312
Application Number:	62101702

CORRESPONDENCE DATA

Fax Number:

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.

Email:docket@patentxp.comCorrespondent Name:STEPHEN J KONTOSAddress Line 1:7 W. SQUARE LAKE RD.

Address Line 4: BLOOMFIELD HILLS, MICHIGAN 48302

NAME OF SUBMITTER:	STEPHEN J. KONTOS	
SIGNATURE:	/Stephen J. Kontos/	
DATE SIGNED:	10/01/2020	

Total Attachments: 2

source=01164-0002 Patent Assignment_Jan2016#page1.tif source=01164-0002 Patent Assignment Jan2016#page2.tif

PATENT 506283293 REEL: 053944 FRAME: 0691

ASSIGNMENT OF PATENT

This Assignment of Patent and is made this 26 day of January, 2016 by NOLAN ORFIELD, a resident of Michigan, residing at 150% for anyer, 100 Abo Thereinafter "ASSIGNOR") to and in favor of SHAPELOG, INC., a Delaware corporation having offices at whose address is 206 South Main Street, Ann Arbor, MI 48104 ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the inventions disclosed in the following applications, and all issued patents and all improvements, modifications, divisions, continuations, continuations-in-part, substitutions, reissues arising from or relating thereto (collectively, the "Patent"):

Serial Number	Filing Date	<u>Titie</u>
US Non-Provisional Application Ser. No. 14/972,312	December 17, 2015	"Exercise Tracker"
US Provisional Application Ser. No. 62/101,702	January 9, 2015	"Apparatus and Method for Tracking Exercise Equipment Usage,"

WHEREAS, ASSIGNEE desires to obtain from ASSIGNOR, the entire right, title and interest in and to the Patent;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that it has sold, conveyed, assigned and transferred, and by these presents shall, and hereby does, sell, convey, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the Patent, and any patents or patent applications claiming priority thereof including but not limited to all divisions, continuations, reexaminations, renewals, and extensions thereof, and all rights of priority under international Conventions and applications for Letters Patent that may hereafter be filed for the Patent in any country or countries foreign to the United State.

ASSIGNOR shall, and does hereby, sell, convey, assign, and transfer to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the issued Patent;

ASSIGNOR shall, upon ASSIGNEE's request, take all further actions and execute all additional documents necessary or desirable to perfect the interest of ASSIGNEE in and to the Patent, and shall not enter into any agreement in conflict with this Assignment

ASSIGNOR hereby represents and warrants that: (i) he possesses the power and authority to grant the transfers of ownership and rights provided herein; (ii) he is the sole and exclusive owner of the Patent free of any license, liens or encumbrances; (iii) he has not received any notice from a third person or entity claiming to have any right, title, or interest in or to the Patent; (iv) no rights to practice any of

PATENT REEL: 053944 FRAME: 0692 the inventions claimed in the Patent have been conveyed to any third party, including but not limited to licenses, covenants not to sue, options, or agreements with the exception of any rights granted the US federal government related to funding of the inventions claimed in the Patent; (v) all required past, currently due maintenance fees, annuity taxes, and other fees needed to maintain the enforceability of the Patent (and all such fees or taxes that will be due within the next ninety (90) days) have been paid; (vi) he will cooperate in the execution of any legal documents needed to confirm ownership of the Patent in ASSIGNEE; and (vii) he is unaware of any infringement by a third party of the Patent has not threatened or put on notice by any third party of claimed rights in any of the Patent.

This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of Michigan in the United States of America, without regard to its principles of conflicts of laws. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto. The failure of either party to enforce any terms or provisions of this Agreement will not waive any rights under such terms and provisions.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment of Patent as of the date and year first

Name: Nolan Orfield

Date: 1/26/2016

STATE OF MICHIGAN

) ss.

Washtenaw County
Expires 03/16/2021
Ing in the County of Institute

The County of Institute County of Inst

Notary Public of Michigen

COUNTY OF WASHTENAW

This instrument was acknowledged before me on January 26, 2016 by Nolan Orfield, as Assignor.

Michelle / Weaver

Notary public, State of Michigan, County of Washtenaw

My commission expires: ____3

Acting in the County of Washtenaw

PATENT REEL: 053944 FRAME: 0693

RECORDED: 10/01/2020