

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6367660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DYNOMETRICS INC. D/B/A HUMON	05/11/2020
RECEIVING PARTY DATA	
Name:	WHOOOP, INC.
Street Address:	1325 BOYLSTON STREET
Internal Address:	SUITE 401
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02215
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	62303319
Application Number:	62409314
Application Number:	15971870
Application Number:	62665455
Application Number:	62665461
Application Number:	62665448
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<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:	6176468000
Email:	Assignments@wolfgreenfield.com
Correspondent Name:	JIE XIANG
Address Line 1:	WOLF, GREENFIELD & SACKS, P.C.
Address Line 2:	600 ATLANTIC AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	W2051.10000US00
NAME OF SUBMITTER:	KATHERINE ROLLINS
SIGNATURE:	/Katherine Rollins/
DATE SIGNED:	10/26/2020

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Total Attachments: 5

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**AMENDED AND RESTATED
PATENT AND TRADEMARK ASSIGNMENT AGREEMENT**

This Amended and Restated Patent and Trademark Assignment Agreement (the "Agreement"), effective as of May 11, 2020 ("Effective Date"), memorializes an agreement between ABC123 Wind Down, Inc. (formerly Dynometrics Inc. d/b/a Humon), a Delaware corporation ("Assignor") and Whoop, Inc., a Delaware corporation ("Assignee") that has been continuously in effect at all times since February 13, 2020.

WHEREAS, Assignor is the sole and exclusive owner of the intellectual property listed in Appendix I attached hereto (collectively, the "Assigned IP"), and owns the entire right, title and interest in and to the Assigned IP and the ideas and inventions disclosed and claimed therein;

WHEREAS, pursuant to that certain Asset Assignment Agreement, dated as of February 13, 2020, by and between Assignee and Assignor and Assignor has agreed to sell, transfer, convey and assign the Assigned IP and agreed to execute and deliver this Agreement for recording with governmental authorities including but not limited to the United States Patent and Trademark Office ("USPTO") and any foreign equivalent thereof; and

WHEREAS, the Assignor and the Assignee previously entered into that certain Patent and Trademark Assignment Agreement, dated as of February 13, 2020 (the "Prior Agreement") and now desire to amend and restate the Prior Agreement in order to (1) correct an error in the name of the Assignor and (2) to update Appendix I for the inclusion of expired patents, provisional patents, and the like.

NOW, THEREFORE, in consideration of the premises and the following terms and conditions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, irrevocably and exclusively throughout the world, all rights, title and interests (whether or not now existing) in and to the Assigned IP, including without limitation, the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the Assigned IP.

2. Recordation and Further Assurances. Assignor hereby authorizes and requests the Director of the USPTO and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor agrees to assist Assignee in every proper way to evidence, record and perfect the assignments hereunder and to apply for and obtain recordation of and from time to time revive, enforce, maintain and defend the assigned rights, including the execution of any documents, files, registrations or other similar items to ensure that the Assigned IP are properly assigned to Assignee, or any assignee or successor thereto.

3. General Provisions. No modification, waiver or consent under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with the laws of, the state of New York and the United States, without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as an instrument under seal on this 11th day of May, 2020.

ASSIGNOR: ABC123 WIND DOWN, INC.

(Formerly DYNOMETRICS INC., d/b/a HUMON)

By: Alessandro Babini
Name: Alessandro Babini
Title: CEO

ASSIGNEE: WHOOP, INC.

DocuSigned by:
Will Ahmed
By: DBE2B972FB5F403...
Name: William Ahmed
Title: President and CEO

Appendix I**ASSIGNED IP****PATENTS**

FAM.	FILING DATE	COUNTRY	TITLE	DOCKET NUMBER	STATUS	PATENT NO.	PUBLICATION NO.	APPLICATION NO.
1	3-Mar-16	US	Tissue oxygen detection and related apparatus and methods	D0784.70000US00	Expired			62/303319
	17-Oct-16	US	Tissue oxygen saturation detection and related apparatus and methods	D0784.70000US01	Expired			62/409314
	2-Mar-17	WO	Tissue oxygen saturation detection and related apparatus and methods	D0784.70000WO00	National Phase		WO2017/151856	PCT/US2017/020348
	4-May-18	US	Tissue oxygen saturation detection and related apparatus and methods	D0784.70000US02	Granted	10092228B2	US-2018-0249937-A1	15/971870
	2-Mar-17	EU	Tissue oxygen saturation detection and related apparatus and methods	D0784.70000EP00	Published		3422944	17760772.8
	2-Mar-17	JP	Tissue oxygen saturation detection and related apparatus and methods	D0784.70000JP00	Pending			2018-565252
	2-Mar-17	AU	Tissue oxygen saturation detection and related apparatus and methods	D0784.70000AU00	Pending			2017226296
	31-Aug-18	US	Tissue oxygen saturation detection and related	D0784.70000US03	Published		US2019/0099116A1	16/118845

			apparatus and methods					
2	1-May-18	US	Tissue oxygen saturation detection and related apparatus and methods	D0784.70001US00	Expired			62/665455
	30-Apr-19	PCT - USPTO	Tissue oxygen saturation detection and related apparatus and methods	D0784.70001US00	Published		WO2019213054A1	PCT/US2019/029865
3	1-May-18	US	Oxygen detection sensor in clothing and related apparatus and methods	D0784.70002US00	Expired			62/665461
	30-Apr-19	PCT - USPTO	Oxygen detection sensor in clothing and related apparatus and methods	D0784.70002US00	Published		WO2019213114A1	PCT/US2019/029963
4	1-May-18	US	Pressure sensitive strap for wearable electronics	D0784.70003US00	Expired			62/665448
	30-Apr-19	PCT - USPTO	Pressure sensitive strap for wearable electronics	D0784.70003US00	Published		WO2019213079A1	PCT/US2019/029913

TRADEMARKS

WORD/DESIGN MARK	SERIAL/APPLICA TION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION ISSUE DATE
HUMON	86913239	February 19, 2016	5049435	September 27, 2016