

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6392638

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VEZIO ARTIOLI	05/25/2020
RECEIVING PARTY DATA		
Name:	ORBITAL ROTATION ACCESSORY INTERNATIONAL INC.	
Street Address:	6050 BOUL. DES GRANDES PRAIRIES	
Internal Address:	SUITE 203	
City:	MONTRÉAL	
State/Country:	CANADA	
Postal Code:	H1P 1A2	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10124207
CORRESPONDENCE DATA		
Fax Number:	(514)868-0208	
<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:	514-871-2922	
Email:	gcasoria@bereskinparr.com	
Correspondent Name:	BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.	
Address Line 1:	40 KING STREET WEST	
Address Line 4:	TORONTO, CANADA M5H 3Y2	
ATTORNEY DOCKET NUMBER:	DSTM 24664-P48532US01	
NAME OF SUBMITTER:	DAVID ST-MARTIN	
SIGNATURE:	/David St-Martin/	
DATE SIGNED:	11/10/2020	
Total Attachments: 4		
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**UNIVERSAL
ASSIGNMENT**

WHEREAS, I, **1) Vezio ARTIOLI**, hereinafter referred to as the **Assignor** or as **Vezio**, residing at 6737 43^e Av, Montréal, Québec H1T 2R9, CANADA, have invented certain improvements in an invention entitled "**GRIP APPARATUS FOR EXERCISE EQUIPMENT AND METHOD FOR MAKING THEREOF**" have acquired the entire right, title and interest in the following patents and patent applications:

BR 1120170245361, filed on May 30, 2016;
CA 2,987,090, issued on May 22, 2018;
CN 107847782, issued on November 22, 2019;
EP 16802287.9, filed on May 30, 2016;
HK 18112031.6, filed on May 30, 2016; and
US 10,124,207, issued on November 13, 2018.

AND WHEREAS, **ORBITAL ROTATION ACCESSORY INTERNATIONAL INC.**, represented by Mr. Peter Cafaro, its Vice-President, (hereinafter referred to as the Assignee or as Orbital), whose head office address is **6050 boul. Des Grandes Prairies, Suite 203, Montréal, Québec H1P 1A2, CANADA**, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and in and to any and all patents to be obtained therefore.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged and whereas the considerable monetary investment made by the Assignee in favor of the Assignor towards those costs involved for the patent protection in those markets mentioned above, costs towards to the marketing as well as other considerations paid out by the Assignee, I have and by these presents do hereby sell, assign and transfer unto said Assignee, its nominees and assigns, the entire right, title and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any applications filed in any foreign country based thereon, including the right to file said foreign

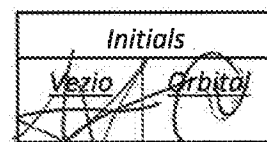
Initials	
<i>Vezio</i>	<i>Orbital</i>

applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents, reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions, and any divisional, continuation, continuation-in-part, substitute application(s) or supplementary disclosure(s) which may be filed upon said invention or inventions, in any country; and we hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee.

I further agree, without any other payment by said Assignee other than the royalty allocations and as per those conditions to be fulfilled by the Assignor all of which is indicated on Annex A attached, to communicate to said Assignee, its representatives or agents, or any subsequent assignee(s) its representatives or agents, any facts relating to said invention or inventions, including evidence for interference purposes, litigation, patent prosecution or for other proceedings, whenever requested; testify in any interference, litigation, patent prosecution or other proceedings, whenever requested; and execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective, and likewise make these provisions binding upon our heirs, legal representatives, administrators and assigns.


I hereby grant the firm of Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l., 40 King Street West, Toronto, Ontario, Canada M5H 3Y2 or any other firm mandated by the Assignee the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of any Patent Office in the world for recordation of this document.

Le soussigné désire que la présente cession soit en anglais. The undersigned request that the present assignment be in English.



SIGNED this 25th day of May, 2020, at the city of Montreal, province of Quebec, Canada.

Assignor



Vezio ARTIOLI




Signature of Witness

Name of Witness: Antonietta Coppola

SIGNED this 25th day of May, 2020, at the city of Montreal, province of Quebec, Canada.

Assignee


Per: _____

**ORBITAL ROTATION ACCESSORY
INTERNATIONAL INC.**

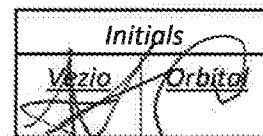
Name: Mr. Peter Cafaro

Title: Vice-President, Secretary & Treasurer



Signature of witness

Name: Mr. Giovanni Cafaro



ANNEX A

Only for the duration of the protection period granted for this patent in those various jurisdictions as mentioned on page 1 of this Agreement, the Assignee will pay to the Assignor (Mr. Vezio Artioli) a royalty for each complete set comprising of ten (10) pieces of equipment resulting out of the invention sold anywhere in the world by the Assignee directly to any distributor or end user (hereinafter referred to as the Client) and this to be calculated as follows:

- Until such time when the target sale of 600 sets has been met by the Assignee, from the 1st set and up to including the 600 sets the royalty shall be paid in the amount of \$100.00 per set sold and this up to the sale of the 600th set and with an additional \$100.00 being paid in addition to the regular royalty of \$200 per set as of the 601st set up to including the 1200th set sold. As of the 1201st set and beyond, the same royalty of \$200⁰⁰ shall apply during the duration of the protection period granted for this patent in those various jurisdictions as mentioned on page 1 of this Agreement. This royalty shall always be paid to the Assignor notwithstanding the fact that the Assignee may at any time require that a third party act as a sales agent for the Assignee resulting in a commission remuneration to be paid to this third party.
- The royalty commission in favour of the Assignor will only be enforced and valid on the condition that the Assignor resigns as an officer and director of the Assignee and remits back to the Assignee the share certificates bearing ownership to any share certificates it possesses.
- The Assignor must intervene in any resolutions of the minute book of the corporation in order to give full effect of the foregoing.
- In the event that the Assignee and if it so decides to sell this patent to a third party, the Assignor shall receive 50% of the sales price after deduction by the Assignee of the liability loans appearing on the Assignee's financial statement as of the date of the sale of the patent but however such liabilities must not exceed \$600,000.00 for the purposes of this deduction.
- The Assignor shall have the option of directing any payments due to him as per those royalties to any corporation entity or individual third party and this by advising in writing the Assignee and this prior to receiving any such payment.

Initials	
<i>Vezio</i>	<i>Orbital</i>