

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6686979

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN C. SCHINKO	03/23/2021
RECEIVING PARTY DATA	
Name:	MARKWORT SPORTING GOODS COMPANY
Street Address:	1203 AMBASSADOR BLVD.
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63132
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D912185
CORRESPONDENCE DATA	
Fax Number:	(314)725-5754
<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:	314-725-9100
Email:	patents@sandbergphoenix.com
Correspondent Name:	G. HARLEY BLOSSER
Address Line 1:	SANDBERG PHOENIX & VON GONTARD, P.C.
Address Line 2:	120 S. CENTRAL AVE., SUITE 1600
Address Line 4:	CLAYTON, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	MSGC G000 PURCHASE AGRMNT
NAME OF SUBMITTER:	G. HARLEY BLOSSER
SIGNATURE:	/G. Harley Blosser/
DATE SIGNED:	04/30/2021
Total Attachments: 3	
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EXHIBIT H

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 23, 2021, is made by Steven C. Schinko ("Seller"), in favor Markwort Sporting Goods Company ("Buyer"), a Missouri corporation, located at 1203 Ambassador Blvd., St. Louis, Missouri, 63132, the purchaser of certain assets pursuant to an Asset Purchase Agreement, dated as of March 23, 2021 (the "Purchase Agreement"), by and between Variance Technologies, LLC ("Variance"), Buyer, and the other party thereto.

WHEREAS, under the terms of the Purchase Agreement, Variance has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Variance, and has agreed to deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patent set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

DocuSigned by:
Steven Schinko
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Steven C. Schinko

AGREED TO AND ACCEPTED:

**MARKWORT SPORTING GOODS
COMPANY**

By: *Herbert W. Markwort, Jr.*
Name: HERBERT W. MARKWORT, JR.
Title: PRESIDENT

SCHEDULE 1
ASSIGNED PATENT

Title	Jurisdiction	Patent Number	Issue Date
Weighted swing training apparatus	USA	D912185	March 2, 2021