PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6702831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SLEDMILL INC.	05/11/2021

RECEIVING PARTY DATA

Name:	9066187 CANADA INC.
Street Address:	91 BOISJOLY
City:	LAVALTRIE
State/Country:	CANADA
Postal Code:	J5T 3L7

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	15406978	

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.

Phone: 5146135833

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Correspondent Name: VERONIQUE COHEN

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Address Line 2: 300

Address Line 4: MONTREAL, QUEBEC H2Y1L9

NAME OF SUBMITTER:	VERONIQUE COHEN	
SIGNATURE:	/VC/	
DATE SIGNED:	05/11/2021	

Total Attachments: 7

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Me Alexander Karambatsos t. (514) 613-5833 #103 f. (514) 221-2319 e. alex@krblaw.ca

WITHOUT PREJUDICE May 11, 2021

United States Patent and Trademark Office 600 Dulany street, Madison East, Concourse Level, Alexandria, VA 22314, United States

RE: Patent assignment for the patent "SLEDMILL"

Patent number: US 10,493,315 B2 Date of patent: December 3rd 2019

Madam, Sir,

We represent SledMill Inc. (the "Assignor") and 9066187 Canada Inc. (the "Assignee"), which have mandated us to forward you the present letter in connection with the above-captioned matter.

The Assignor is the registered owner of the patent "SLEDMILL" bearing (i) application number 15/406,978, and (ii) application date Jan. 16, 2017 (the "Patent"), appended hereto as Schedule A for ease of reference.

On May 11, 2021, the Assignor executed with the Assignee, a Patent Assignment Agreement, wherein the Assignor assigned to the Assignee its entire right, title and interest in and to the Patent. We append hereto as Schedule B, an executed copy of the Patent Assignment Agreement evidencing the foregoing.

Accordingly, we kindly ask that you record the assignment of the Patent..

If you have any queries arising from the foregoing that you wish to further discuss, we encourage you to communicate with the undersigned by email at alex@krblaw.ca or by telephone at (514) 613-5833 #103.

Trusting the whole in order, we remain,

Yours very truly,

KRB AVOCATS - LAWYERS

Me Alexander Karambatsos

SCHEDULE A (see attached)

SCHEDULE B (see attached)

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement is entered into at the City and Judicial District of Montreal, Province of Quebec, Canada, effective as of May 11, 2021.

Between: SLEDMILL INC., a corporation duly incorporated and organized

under the laws of Canada, having a registered office at 400-240 rue Saint-Jacques, Montreal, Quebec, H2Y 1L9, Canada, and herein acting and represented by Andrew Rubin, Vice-President, duly

authorized as he so declares

(the "Assignor")

And: 9066187 CANADA INC., a corporation duly incorporated and

organized under the laws of Canada, having a registered office at 91 chemin Boisjoly, Lavaltrie, Quebec, J5T 3L7, Canada, acting and represented by Andrew Rubin, President, duly authorized as he so

declares

(the "Assignee")

PREAMBLE

WHEREAS the Assignor is the sole owner of the entire right, title and interest in and to the SLEDMILL patent bearing patent number US 10,493,315 B2 in the United States Patent and Trademark Office for use in connection with the services set out in the respective descriptions thereof attached hereto as Schedule "A" (the "Patent");

WHEREAS in consideration of the payment of forty (\$40.00) by the Assignee to the Assignor, the Assignor desires to sell, transfer and assign to the Assignee all of the Assignor's right, title and interest in and to the Patent application and/or registration together with the goodwill of the business in connection with which the Patent is used and which is symbolized by the Patent, along with the right to recover from third parties damages for past infringements thereof including the right to institute or maintain judicial or administrative proceedings for past, present or future infringements of the Patent; and

WHEREAS, the Assignee desires to acquire from the Assignor all of Assignor's right, title and interest in and to the Patent application and/or registration, together with the benefit of any use of the Patent by the Assignor, and the goodwill of the business relations to the Patent and to the wares or services associated with it, to hold unto the Assignee absolutely.

NOW, THEREFORE, in consideration of the payment of forty dollars (\$40.00) and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

- 1. <u>Patent Assignment</u>. The Assignor hereby sells, transfers and assigns to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Patent application and/or registration, together with (i) the benefit of any use of the Patent by the Assignor, (ii) the goodwill of the business relations to the Patent and to the wares or services associated with it, (iii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Patent, to hold unto the Assignee absolutely.
- 2. <u>Execution and Delivery</u>. Each of the Assignor and the Assignee agree to execute such documents and do such acts as may be necessary to carry out and give effect to this transfer and assignment.

- 3. <u>Counterparts</u>. This Patent Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.
- 4. <u>Preamble and Schedule</u>. The Preamble and Schedule of this Patent Assignment Agreement constitute an integral part hereof.
- 5. <u>Language</u>. The Parties have requested and are satisfied that this Patent Assignment Agreement be drawn in the English language. Les parties aux présentes ont demandé que cette convention de cession de marque de commerce (mot-symbole) *soit rédigée en anglais et elles s'en déclarent satisfaites*.

SIGNED AT Montreal (Quebec) Canada on May 11, 2021.				
SLEDMILL INC. (Assignor)				
	<u> </u>			
Per: Andrew Rubin Title: Vice-President	Witness:			
SIGNED AT Montreal (Quebec) Canada	on May 11, 2021.			
9066187 CANADA INC. (Assignee)				
	Witness:			
Per: Andrew Rubin				

Title: President

Schedule "A"

United States Patent and Trademark Office: SLEDMILL EXERCISE APPARATUS

See attached for full document

- 3. <u>Counterparts</u>. This Patent Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.
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SIGNED AT Montreal (Quebec) Canada on May 11, 2021.

SLEDMILL INC. (Assignor)

Per: Andrew Rubin

Title: Vice-President

Witness:

SIGNED AT Montreal (Quebec) Canada on May 11, 2021.

9066187 CANADA INC, (Assignée)

Per: Andrew Rubin

Title: President

Witness: