

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6768879

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	UNDER ARMOUR, INC.	10/28/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	UA CONNECTED FITNESS, INC.	
<b>Street Address:</b>	135 TOWNSEND STREET	
<b>Internal Address:</b>	ATTN: LEGAL	
<b>City:</b>	SAN FRANCISCO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94107	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	17345605
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(317)638-2139	
<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>		
<b>Phone:</b>	3176382922	
<b>Email:</b>	refowler@maginot.com, msdoyle@maginot.com	
<b>Correspondent Name:</b>	MAGINOT, MOORE & BECK LLP	
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<b>ATTORNEY DOCKET NUMBER:</b>	2603-0027CON4	
<b>NAME OF SUBMITTER:</b>	RUSSELL E. FOWLER	
<b>SIGNATURE:</b>	/Russell E. Fowler II/	
<b>DATE SIGNED:</b>	06/17/2021	
<b>Total Attachments: 4</b>		
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## **EXHIBIT B**

### **PATENT ASSIGNMENT AGREEMENT**

**THIS PATENT ASSIGNMENT AGREEMENT** (this "Patent Assignment") is made and entered as of October 28, 2020 (the "Effective Date"), by and between Under Armour, Inc., a Maryland corporation ("Under Armour"), and UA Connected Fitness, Inc., a Delaware corporation ("UACF"). Capitalized terms not otherwise defined herein shall have the same meanings as set forth in that certain Contribution Agreement, dated as of the date hereof, by and between Under Armour and UACF (the "Agreement"). Each of Under Armour and UACF are referred to herein individually as a "Party" and collectively as the "Parties".

### **RECITALS**

**WHEREAS**, in accordance with the Agreement, Under Armour desires to convey, assign and transfer to UACF, and UACF desires to accept such sale, conveyance, assignment and transfer from Under Armour, all of Under Armour's and its Affiliates (other than UACF) right, title and interest in, to and under all of the patents and patent applications listed in Attachment 1 hereto (the "Assigned Patents").

**NOW, THEREFORE**, in consideration of the mutual promises made here and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the Parties agree as follows:

1. Assignment. Pursuant to and in accordance with the terms and conditions of this Patent Assignment and the Agreement, effective as of the date hereof, Under Armour, on behalf of itself and its Affiliates (other than UACF), hereby irrevocably and unconditionally sells, conveys, assigns and transfers to UACF, and UACF hereby accepts and acquires from Under Armour, all of Under Armour's and its Affiliates' (other than UACF) right, title and interest in, to and under the Assigned Patents, including all additions, divisionals, substitutions, continuations, continuations-in-part, extensions, reissues, reexaminations, foreign counterparts or other applications that claim priority to any of the foregoing and all patents that ultimately issue from any of the foregoing, together with all disclosures and all prosecution files, and all inventions claimed thereunder, and including without limitation: (a) all goodwill associated therewith; (b) all income, royalties, profits, and damages related thereto; (c) the right, if any, to register, prosecute, maintain and defend the Assigned Patents before any public or private agency or registrar; (d) the right to bring Actions, defend against Actions, sue for and otherwise recover damages or other compensation for past, present or future infringements, misappropriations, or other violations of the Assigned Patents, including the right to sue and obtain equitable relief in respect of such infringements, misappropriations and other violations; (e) the right to prepare, file or prosecute new application filings claiming priority of the filing date of any Assigned Patents including but not limited to, provisionals, utility and design applications, continuations, divisionals, continued prosecution applications, reissues, re-examinations, inter partes reviews and all other post grant reviews in any country as may now or hereafter be granted by law, treaty or other international conventions; and (f) the right to fully and entirely stand in the place of Under Armour in all matters related thereto (all of the foregoing, collectively, the "Assigned Rights").

2. Assistance. Under Armour agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents and take all further actions reasonably requested by UACF (and at UACF's sole expense) to perfect, protect, secure or more fully evidence UACF's and its successors or assignees' respective right, title and interest in, to and under the Assigned Rights, or to enable UACF or such successors or assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any Action that may arise in connection with any of the rights assigned hereby and filing or recordation of this Assignment with any intellectual property office or registrar, or any other forms of assignment to record evidence of the transfer of the Assigned Rights in any jurisdiction anywhere throughout the world.

3. Governing Law; Submission to Jurisdiction.

(a) Choice of Law. This Patent Assignment, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Patent Assignment or the negotiation, execution or performance of this Patent Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Patent Assignment or as an inducement to enter this Patent Assignment) shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to any laws, rules or provisions of the State of Delaware that would require or permit the application of the laws, rules or provisions of another jurisdiction.

(b) Jurisdiction; Venue. The Parties hereby irrevocably submit to the exclusive jurisdiction of any federal or state court sitting in New Castle County, Delaware over all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Patent Assignment, or the negotiation, execution or performance of this Patent Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Patent Assignment) and each Party hereby irrevocably agrees that all such claims and causes of action may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

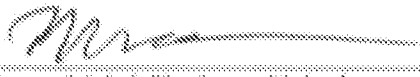
4. Counterparts; Interpretation. This Patent Assignment may be executed in two or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. As used herein, the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties have caused this Patent Assignment to be duly executed as of the day and year first above written.

**UNDER ARMOUR:**

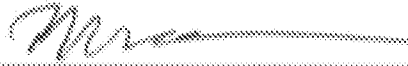
**UNDER ARMOUR, INC.**

By:   
Name: Mehri Shadman-Valavi  
Title: Assistant Secretary

[Signature Page to Patent Assignment Agreement]

**UACF:**

**UA CONNECTED FITNESS, INC.**

By:   
Name: Mehri Shadman-Valsvi  
Title: Assistant Secretary

[Signature Page to Patent Assignment Agreement]

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**RECORDED: 06/17/2021**

**PATENT**  
**REEL: 056580 FRAME: 0292**