

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6969529

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	7286139 CANADA LTD.	01/17/2019
	SAMUEL ROBINSON	01/19/2019
	RICK ROSYCHUK	01/22/2019
RECEIVING PARTY DATA		
Name:	BKR FITNESS GROUP LIMITED	
Street Address:	24/F HONG KONG WORSTED MILLS INDUSTRIAL BUILDING 31-39 WO TONG TSUI STREET	
Internal Address:	ROOM 2401	
City:	KWAI CHUNG NT	
State/Country:	HONG KONG	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	17177741	
CORRESPONDENCE DATA		
Fax Number:		
<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:	514-847-4998	
Email:	andrea.shand@nortonrosefulbright.com	
Correspondent Name:	NORTON ROSE FULBRIGHT CANADA LLP	
Address Line 1:	1 PLACE VILLE MARIE	
Address Line 2:	SUITE 2500	
Address Line 4:	MONTREAL, CANADA H3B 1R1	
ATTORNEY DOCKET NUMBER:	10209560-3US-1	
NAME OF SUBMITTER:	A. SASHA MANDY	
SIGNATURE:	/A. SASHA MANDY/	
DATE SIGNED:	10/14/2021	
Total Attachments: 15		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ENTERED INTO AND EFFECTIVE
AS OF DECEMBER 13, 2018.

BETWEEN:

BKR FITNESS GROUP LIMITED, duly incorporated in Hong Kong under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), having its place of business at Room 2401 24/F Hong Kong Worsteds Mills Industrial Building 31-39 Wo Tong Tsui Street, Kwai Chung NT, herein acting and represented by Michelle Cheung, its authorized signatory duly authorized as she so declares;

(hereinafter referred to as the "Assignee")

AND:

7286139 CANADA LTD, duly incorporated under the *Canada Business Corporations Act*, having its head office at 45 Queen Street, Sherbrooke, province of Quebec, J1M 1J2, herein acting and represented by Brian Allatt, its president duly authorized as he so declares;

(hereinafter "Allatt Holding")

AND:

SAMUEL ROBINSON, domiciled and residing at 618 Harker Close NW Street, Edmonton, Alberta, T6R 2X7;

(hereinafter "Sammy")

AND:

RICK ROSYCHUK, domiciled and residing at PO Box 158, Mallaig, Alberta, T04 2K0;

(hereinafter "Rick")

(Allatt Holding, Sammy and Rick, hereinafter collectively referred to as "Assignors")

WHEREAS the Assignors are the owners of the Intellectual Property (as herein defined) in the proportion of ownership interest as shown below:

Allatt Holding	70.2%
Samuel Robinson	24.8%

Rick Rosychuk	5%
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AND WHEREAS the Assignors have agreed to transfer, all of the rights, title and in and to the Intellectual Property, on the terms and conditions herein set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. INTERPRETATION AND DEFINITIONS

1.1. The preamble above is true and correct and forms part of this Agreement.

1.2. Where used herein, in any schedule hereto or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively:

- a) "Agreement" means this Intellectual Property Assignment Agreement.
- b) "Assignors' Representative" has the meaning ascribed to it in Section 19 hereto.
- c) "Business Day" means a day (other than a Saturday or Sunday) on which banks are open during normal business hours in the Province of Quebec, Canada.
- d) "Claims" has the meaning ascribed to it in Section 13.1 hereto.
- e) "Effective Date" means the date first above-mentioned.
- f) "Gross Sales" shall mean the gross amount of revenues received by the Assignee or an affiliated Person of the Assignee, including any sublicensees or assignees of the Assignee, attributable to the sale of Rove Products to a Third Party in a bona fide arm's length transaction. Assignee shall be entitled to the following deductions to the extent included in the gross invoice sales price or directly incurred by the Assignee: (i) normal and customary trade and quantity discounts; (ii) credits given or made for returns of Rove Products; (iii) shipping and handling costs directly related to the distribution of the Rove Product; and (iv) applicable taxes levied on or measured by the billing amount for the Rove Products. Such amounts shall be determined in accordance to generally accepted accounting principles in Canada, consistently applied.
- g) "Intellectual Property" has the meaning ascribed to it in Section 2.1 hereto.

- h) "Person" includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate and a natural person.
- i) "Rove Product" means any product that includes any of the Intellectual Property or any derivative work thereof, including any improvements made to the existing products.
- j) "Royalties" has the meaning ascribed to it in Section 4 hereto.
- k) "Third Party" shall mean any Person other than the Assignee or the Assignors.

2. TRANSFER OF INTELLECTUAL PROPERTY

- 2.1. Subject to the terms, conditions and other provisions set forth in this Agreement, the Assignors hereby convey, assign, transfer and deliver to the Assignee all of the Assignors' rights, title and interest they may hold throughout the world in and to all the intellectual property made, developed, created, conceived or owned by the Assignors in connection with the gym equipment known as the Rove Gym, which is more fully described in Schedule 1 hereto (the "Intellectual Property").
- 2.2. The Assignors hereby irrevocably waive in favor of the Assignee all of its non-assignable rights, including their moral rights arising under the *Canadian Copyright Act* as amended (or any successor legislation of similar effect) or similar legislation in applicable jurisdictions, or at common law, with respect to the Intellectual Property.
- 2.3. As of the Effective Date, the Assignee will assume sole conduct, liability and responsibility for all costs associated with the filing, examination, maintenance and prosecution of any rights in and to the Intellectual Property, including the patents listed in Schedule 1. The Assignors will execute any documents required to notify the respective patent offices of the Assignment of the Intellectual Property.

3. COMMERCIALIZATION OF THE INTELLECTUAL PROPERTY

- 3.1. During the Term of this Agreement, the Assignee shall use its best efforts and take all necessary steps to Actively Commercialize the Rove Products.
- 3.2. "Actively Commercialize" for the purposes hereof shall mean having a commercially effective, reasonably funded (as compared to other similarly situated companies), ongoing and active manufacturing, marketing and/or sales program directed towards production and/or sales of the Rove Products worldwide.
- 3.3. The business conducted by the Assignee in connection with the marketing of the Rove Products shall at all times be conducted and maintained so as not to detract from, interfere with or adversely reflect upon the goodwill and reputation of such Rove Products.

4. PAYMENT AND ROYALTIES

- 4.1. In consideration for the transfer and assignment of the Intellectual Property, the Assignee hereby agrees to pay to the Assignors:
- a) an upfront payment in the amount of ten dollars (\$10), due and payable upon execution of this Agreement by the Assignee;
 - b) royalties equal to three percent (3%) of the Gross Sales of the Rove Products, to be paid quarterly for the Term of this Agreement (the "Royalties"); and
 - c) payment of fees in the amount of \$50,000 USD to be paid from the Gross Sales prior to payment of any Royalties due under this Section 4.1.
- 4.2. The Royalties due by Assignee shall be paid quarterly within thirty (30) days following the end of the relevant reporting period. Royalty payments shall be accompanied by a report delivered to the Assignors' Representative setting forth the Gross Sales of the Rove Products by the Assignees and its affiliates and sublicensees in sufficient detail to permit confirmation of the accuracy of the Royalties, including at least the following information: (i) the number of Rove Products sold, (ii) the gross sales invoiced, (iii) the Royalties payable, (iv) the method used to calculate the Royalties and (v) the exchange rates used. For the purposes hereof, the quarterly reporting periods mean the periods ending on March 31, June 30, September 30 and December 31, beginning with the first calendar quarter following the date of signature of this Agreement. Such written reports shall be submitted after each relevant reporting period whether or not sales have occurred during the period in question.
- 4.3. The Assignee shall distribute the Royalty payments and accompanying report to the Assignors' Representative to be distributed in proportion of the Assignors percent ownership interest as detailed in the Preamble or as otherwise agreed between the Assignors.
- 4.4. All payments hereunder shall be made in US dollars. Any Gross Sales received in foreign currency shall be converted into US dollars as they are invoiced, at the then prevailing exchange rate between that currency and the US dollar as reflected in the Foreign Exchange Rates - H.10 statement released by the Board of Governors of the Federal Reserve System. All payments under this Agreement shall be made by wire transfer to such bank account as the Assignors' Representative may identify to the Assignee in writing from time to time.
- 4.5. Any payments by Assignee that are not paid on or before the date such payments are due under this Agreement shall bear interest at a rate equal to the preferential lending rate of the Bank of Canada, plus two (2) percent.

5. REPORTING; BOOKS AND RECORDS

- 5.1. During the Term, defined in Section 14 herein of this Agreement and for three (3) years thereafter, the Assignee shall keep true and accurate records of its Gross Sales of the Rove Products and books of account containing all data necessary for the determination of Royalties payable hereunder. Said records and books of account shall upon request of the Assignors' Representative and upon reasonable notice be open for periodic inspection (not exceeding twice per annum) by a professionally qualified accountant on behalf of the Assignors at all reasonable times during business hours for the purpose of verifying the accuracy of the Assignee's reports hereunder. If the amounts due to the Assignors are determined to have been underpaid by five percent (5%) or greater, the Assignee will pay the cost of the examination and shall remit the amounts due and accrued interest within fifteen (15) days after receiving notice thereof.

6. SUPPLY OF PRODUCT

- 6.1. The Assignee acknowledges that the Assignors, through an affiliated entity, 9614206 Canada Inc., currently have purchase orders for Rove Products from Kick Starter Organisation and Indiegogo (the "Purchase Orders"). The Assignee hereby undertakes to ship all Rove Product inventory necessary in order to fulfill the current Purchase Orders at its own cost.
- 6.2. The Assignee hereby undertakes to guarantee the timely and complete performance of the above obligation, including guaranteeing the compliance by any of its affiliates as may be necessary to fulfill the Purchase Orders as provided in Section 6.1.

7. RIGHT OF FIRST OFFER

- 7.1. Should the Assignee wish to sell or assign its rights in the Intellectual Property, Assignee shall first offer the Intellectual Property for sale to the Assignors, subject to the terms and conditions of this Section 7.
- 7.2. Assignee shall promptly notify in writing Assignors' Representative of its intention to sell or assign its rights in the Intellectual Property together with the price and other terms and conditions for which it would be willing to complete such sale or assignment ("Notice"). Assignors shall then have the right to purchase and, should Assignors exercise such right, Assignee shall be obliged to sell the Intellectual Property, at the price and on the same terms and conditions than those provided in the Notice. The right of first offer granted to Assignors hereunder shall be exercised within sixty (60) days following the Notice date, failing which Assignee shall be entitled to offer the Intellectual Property to a Third Party. Assignee shall not accept any offer nor sell the Intellectual Property to any Third Party for a price and other terms and conditions that are more advantageous to the Third Party, taken as a whole, than the price and other terms and conditions provided in the Notice. All non-monetary terms and conditions contained in the offer or sales agreement or terms that Assignee proposes to enter into with any Third Party shall be evaluated so that a monetary value be part on them in order

to compare the offer, sales agreement or terms proposed to be entered into with the Third Party with the price and other terms and conditions provided in the Notice. In the event, Assignee does not complete a sale or assignment of the Intellectual Property within one hundred and twenty (120) days from the date of the Notice, he shall not be entitled to sell or assign the Intellectual Property to any Third Party before sending Assignors another Notice setting forth the price and other terms and conditions for which he would be willing to sell or assign the Intellectual Property.

- 7.3. It shall be a condition of any sale or assignment of the Intellectual Property to any Third Party that the Third Party executes, as part of the closing of that sale or assignment, a writing in favour of the Assignors to assume all of Assignee's obligations under this Agreement and agrees to be bound toward Assignors as if it were a signatory of this Agreement.

8. RIGHT TO SUBLICENSE

- 8.1. Assignee may grant sublicenses consistent with the terms and conditions of this Agreement. The Assignee shall be responsible for the compliance of its sublicensees with the terms and conditions of this Agreement, including the payment of Royalties whether or not paid to the Assignee by any of its sublicensees. The Assignee must deliver to the Assignors' Representative a true and correct copy of each sublicense granted by the Assignee, and any modification or termination thereof, within 30 days after execution, modification, or termination. When this Agreement is terminated, all existing sublicenses granted by the Assignee must be assigned to the Assignors.

- 8.2. Should the Assignee grant sublicenses that are not consistent with this Agreement, the sublicense shall be null and void.

9. ASSIGNMENT

- 9.1. Subject to Section 7, Assignee may assign this Agreement, in whole or in part, or its rights or obligations hereunder, only with the prior written consent of the Assignors' Representative, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Assignee may assign this Agreement as part of a merger of Assignee or as part of a sale of all or substantially all of the assets to which this Agreement relates provided that the assignee delivers to Assignee and Assignors (a) a written agreement to assume all of Assignee's obligations under this Agreement and (b) evidence reasonably satisfactory to Assignors of its ability to perform such obligations.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. Assignee Representations. Assignee represents and warrants to Assignor that:

- a) the execution and delivery of this Agreement and the performance of the transactions contemplated hereby have been duly authorized by all appropriate Assignee corporate action; and

- b) this Agreement is a legal and valid obligation binding upon Assignee and enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement by the parties does not conflict with any agreement, instrument or understanding to which Assignee is a party of or by which it is bound.

10.2. Assignors' Representations. Assignor represents and warrants to Assignee that:

- a) the Assignors' have the necessary authority, power and capacity to execute and delivery this Agreement and to perform the transactions contemplated hereby and/or have been duly authorized by all appropriate corporate action of Assignor, as applicable; and
- b) this Agreement is a legal and valid obligation binding upon the Assignors and enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement by the parties does not conflict with any agreement, instrument or understanding to which the Assignors are a party of or by which they are bound.

10.3. No Other Warranties.

10.4. Nothing in this Agreement is or shall be construed as a warranty or representation by Assignors: (i) as to the ownership, validity or scope of the Intellectual Property hereunder; or (ii) that anything used, developed, modified, enhanced, improved, manufactured, sold, offered for sale, distributed or otherwise disposed of in connection with the rights granted pursuant to this Agreement is or will be free from infringement or misappropriation of patents, trademarks, copyrights and other rights of Third Parties. The Assignors only warrant the physical existence of the Intellectual Property.

10.5. Except as expressly set forth in this Section 10, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ASSIGNOR EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. IN PARTICULAR, ASSIGNEE ACKNOWLEDGES THAT THE RIGHTS GRANTED HEREIN ARE PROVIDED "AS IS, WHERE IS".

11. CONFIDENTIALITY

11.1. Each party (the "Receiving Party") shall not use or disclose any Confidential Information received from the other parties (the "Disclosing Party"), other than as required by law or by any order of a court of competent jurisdiction, or by any governmental or other regulatory authority which is lawfully entitled to require any such disclosure.

- 11.2. If any Confidential Information is required to be disclosed by a Receiving Party by law or by a regulatory body to which it is subject or submits, then such Receiving Party shall, so far as is practicable and permitted by law, consult with the Disclosing Party and if possible will take into account the Disclosing Party's reasonable requirements as to the timing, content and manner of such disclosure.
- 11.3. For the purposes hereof, "Confidential Information" shall mean all non-public, confidential and proprietary information relating to the Intellectual Property or this Agreement which the Disclosing Party identifies in writing as confidential before or within thirty (30) days after disclosure to the Receiving Party or which, under the circumstances surrounding disclosure or due to the nature of the information disclosed, the Receiving Party should have reasonably understood was delivered in confidence.

12. PROTECTION OF INTELLECTUAL PROPERTY

- 12.1. In the event that either party becomes aware of any act that may constitute an infringement of any right granted by this Agreement, such party shall promptly notify the other party of such act.
- 12.2. The Assignee shall, at its own expense, take reasonable action defend and protect the Intellectual Property. The Assignors shall have the right (but not the obligation), at their own expense, to participate in the defense of any such action by Assignee using counsel of their own choice.
- 12.3. The parties agree that the Assignee may file the Intellectual Property in additional jurisdictions in order to provide protection in respect of the Rove Products being exploited by Assignee. Assignee shall pay all costs incurred in connection with such requests (including without limitation attorneys fees and filing costs).

13. INDEMNITY

- 13.1. Indemnification by Assignee. Assignee shall, during and after the Term of this Agreement, indemnify and hold the Assignors harmless from any and all claims, liabilities, judgments, penalties, losses, costs, suits, demands, damages and expenses (including reasonable attorneys' fees, whether or not litigation is instituted) ("Claims"), suffered or incurred by the Assignors or for which the Assignors shall become liable:
- a) by reason of any breach, violation or non-performance on the part of Assignee of any term or condition of this Agreement; or
 - b) by reason of any act or omission, negligent or otherwise, of Assignee or its subcontractors, agents, distributors, consultants or by reason of any advertising, sale and distribution of the Rove Products and advertising material or resulting from their use by Assignee, its subcontractors, agents, distributors, consultants or any of them or any users; or

- c) arising out of any defects in any Rove Products, alleged or otherwise;
 - d) arising out of any infringement or breach of any other personal or property right of any person by Assignee or anyone directly or indirectly acting by, through or on behalf of or pursuant to a contractual or any other relationship with Assignee in connection with the distribution, provision, sale, advertising and/or promotion of the Rove Products; or
 - e) arising out of any infringement or breach of any intellectual property rights of a Third Party in connection with the use of the Intellectual Property.
- 13.2. Indemnification by Assignors. Assignors shall, during and after the Term of this Agreement, indemnify and hold the Assignee harmless from any and all Claims, suffered or incurred by the Assignee or for which the Assignee shall become liable:
- a) by reason of any breach, violation or non-performance on the part of Assignors of any term or condition of this Agreement.
- 13.3. Survival. The provisions of this Section 13 and the obligations of the Assignee set forth herein shall survive expiration or other termination of this Agreement.

14. TERM AND TERMINATION

- 14.1. This Agreement shall enter into force on the Effective Date and shall remain in force perpetually, unless terminated earlier in accordance with this Agreement (the "Term").
- 14.2. This Agreement may be terminated by either party, in the event of a material breach by the other party of the obligations hereunder, by giving a sixty (60) day prior written notice of its intent to terminate and stating the grounds therefor. The party receiving the written notice shall have sixty (60) days from the effective date of notice to cure the failure or breach.
- 14.3. This Agreement may be terminated by the Assignors' Representative upon written notice to the Assignee in any of the following events:
- a) if the Assignee abandons business, becomes insolvent or bankrupt or is the object of a forced liquidation or forced winding-up; or
 - b) if the Royalties are not paid when due and Assignee has not remedied such default within thirty (30) days of a notice to this effect.
- 14.4. In the event of any termination of this Agreement, all amounts, including Royalties, due by the Assignee to the Assignors pursuant to this Agreement shall be immediately due and payable to the Assignors entitled to receive them, within ninety (90) days of the effective date of termination and the Assignee shall provide the Assignors with a final report with such payment.

- 14.5. All provisions of this Agreement intended to survive (whether express or implied) the expiry or termination of this Agreement, including without limitation Sections 11, 13, 15, and 19 shall so survive. Expiration or termination of the Agreement shall not relieve the parties of their obligations accrued prior to such expiration or termination, and all rights and obligations of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled and shall apply to and be binding upon the parties' respective successors and permitted assignees.

15. GOVERNING LAW

- 15.1. This Agreement shall be governed by and shall be construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

16. ARBITRATION

- 16.1. Any disputes relating to issues arising from this Agreement shall be exclusively and finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "Rules"), as in effect from time to time, by one arbitrator appointed in accordance with said Rules. Any arbitration award shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction. The place of the arbitration shall be the district of Montreal, in the province of Quebec, Canada. The arbitration procedures and any relevant documentation shall be in the English language.

17. OTHER ASSURANCES

- 17.1. The parties agree to do, sign and execute all acts, deeds, assignments, applications, documents, instruments and corporate proceedings as may be necessary or desirable to give full force and effect to this Agreement.

18. NOTICES

- 18.1. All notices required under this Agreement shall be deemed to be properly served if (i) delivered in writing, (ii) sent by registered mail, return receipt requested, or (iii) transmitted by facsimile machine, followed with overnight courier delivery, to the following addresses, or to any other addresses which the parties designate in writing for such purpose:

a) if to the Assignors:

7286139 CANADA LTD.
45 Queen Street
Sherbrooke (Quebec) J1M 1J2

Attention: Brian Allatt
E-mail: brian@brianallatt.com

With a copy to:

Lavery, de Billy, L.L.P.
95 Jacques-Cartier South Blvd
Suite 200
Sherbrooke (Quebec) J1J 2Z3

Attention: Luc R. Borduas
E-mail: lrborduas@lavery.ca
Fax: (819) 346-5007

b) if to Assignee:

BKR Fitness Group Limited
Attention: Michelle Cheung

With a copy to:

Attention: _____
E-mail: _____
Fax: _____

Notices sent in this manner shall be effective upon actual receipt, except notices sent by registered mail only, which shall be effective five (5) Business Days after the postmark. Any party may, at any time, change its address for notices by giving the other party a notice as outlined above.

19. ASSIGNOR'S REPRESENTATIVE

19.1. Appointment of Assignors' Representative. Each Assignor hereby irrevocably constitutes and appoints Brian Allatt as the Assignors' Representative and as such Assignor's attorney-in-fact and mandatary in connection with the execution and performance of this Agreement. This power is irrevocable and shall not be affected by the death, incapacity, illness, dissolution or other incapacity to act of any Assignor.

19.2. Authority. Each Assignor hereby irrevocably grants the Assignors' Representative full power and authority:

- a) to receive any payments due to such Assignor, on behalf of such Assignor, for distribution to such Assignor in accordance with the terms of this Agreement;

- b) to (i) dispute or refrain from disputing, on behalf of such Assignor, any Claim made by the Assignee under this Agreement; (ii) negotiate and compromise, on behalf of such Assignor, any dispute that may arise under, and to exercise or refrain from exercising any remedies available under, this Agreement; and (iii) execute, on behalf of such Assignor, any settlement agreement, release or other document with respect to such dispute or remedy;
- c) to enforce, on behalf of such Assignor, any Claim against the Assignee arising under this Agreement;
- d) to engage attorneys, accountants and mandataries at the expense of the Assignors;
- e) to give such instructions and to take such action or refrain from taking such action, on behalf of such Assignor, as the Assignors' Representative deems, in his sole discretion, necessary or appropriate to carry out the provisions of this Agreement.

19.3. Reliance. Each Assignor hereby agrees that:

- a) notice to the Assignors' Representative, delivered in a manner provided herein, shall be deemed to be notice to Assignors for purposes of this Agreement.

19.4. Indemnification of Assignors' Representative. The Assignors shall solidarily indemnify and hold harmless the Assignors' Representative from and against any Claims (except Claims caused by the Assignors' Representative's willful misconduct) that such the Assignors' Representative may suffer or incur in connection with any action or omission taken or omitted to be taken by him pursuant to this Section 19.

19.5. Replacement of Assignors' Representative. The Assignors' Representative may be replaced by another Assignor named in a written notice to the Assignee given by at least three of the Assignors to the Assignee naming the replacement, in which case all of the provisions relating to the Assignors' Representative set forth in this Agreement will apply in respect of such replacement representative.

20. GENERAL PROVISIONS

20.1. Severability. Any article, section, subsection or other division of this Agreement, or any other provision hereof, that is or becomes illegal, invalid or unenforceable in any jurisdiction shall be severed herefrom, shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect the remaining provisions hereof or the enforceability thereof in such jurisdiction or the validity or enforceability of any provision hereof in any other jurisdiction.

20.2. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matters thereof and

supersedes all prior agreements, understandings, negotiations and discussions of the parties hereto.

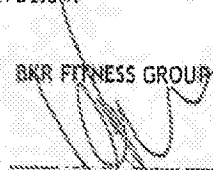
- 20.3. Waiver. No failure to enforce any provision of this Agreement shall be construed as a waiver of such provision or a waiver of the right to enforce each and every provision of this Agreement. Waiver of any breach shall not be deemed to be a waiver of any future breach, even if similar in nature.
- 20.4. Independent Status. Nothing stipulated in this Agreement shall be construed as expressing the intention of the parties to create a partnership, joint venture or to establish an ongoing association or commitment of undetermined duration.
- 20.5. Enurement. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, attorneys, guardians, estate trustees, executors, trustees, successors, permitted assigns and legal representatives.
- 20.6. Counterparts. This Agreement may be executed by means of electronic transmission producing a printed copy and in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the Parties have signed this Agreement on the date(s) set forth herein below.

BKR FITNESS GROUP LIMITED

7286139 CANADA LTD.

Per: 
Michelle CHEUNG, duly authorized

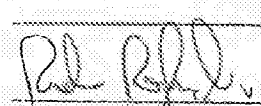
Per: 
Brian ALLATT, President

Title: DIRECTOR

Date: JAN 17, 2019

Date: _____


Samuel ROBINSON


Rick ROSYCHUK

Date: JAN 19 2019

Date: JAN 22, 2019

Signature Page - IP Assignment Agreement (BKR)

SCHEDULE 1

INTELLECTUAL PROPERTY

A) Patents List

<u>Country</u>	<u>Patent</u>	<u>Patent number</u>	<u>Filing date</u>	<u>Publication date</u>	<u>Admin status</u>
PCT	Exercise apparatus	WO2017/152275 PCT/CA2017/050300	March 6, 2017	September 14, 2017	National phase
PCT	Resistance-generating device, exercise apparatus, and method	WO2018/032103 PCT/CA2017/050969	August 16, 2017	February 22, 2018	
PCT	Configurable handle and method	WO2018/137035 PCT/CA2018/050090	January 26, 2018	August 2, 2018	
PCT	Seated exercise device	PCT/CA2018/050543	May 8, 2018	---	
US	Exercise systems	62,646,516 (application number)	March 22, 2018	---	