

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6986935

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIFTLAB, INC.	01/25/2021
RECEIVING PARTY DATA	
Name:	ARENA INNOVATION CORP.
Street Address:	182 MULBERRY STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10012
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17476390
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>	
Email:	patentdocketing@polsinelli.com, Jallabastro@polsinelli.com
Correspondent Name:	POLSINELLI PC
Address Line 1:	1401 LAWRENCE STREET
Address Line 2:	SUITE 2300
Address Line 4:	DENVER, COLORADO 80202
ATTORNEY DOCKET NUMBER:	110240-702255
NAME OF SUBMITTER:	JANAE ALLABASTRO
SIGNATURE:	/Janae Allabastro/
DATE SIGNED:	10/25/2021
Total Attachments: 3	
source=110240-702255 Executed Intercorp Assignment - LiftLab to Arena#page1.tif	
source=110240-702255 Executed Intercorp Assignment - LiftLab to Arena#page2.tif	
source=110240-702255 Executed Intercorp Assignment - LiftLab to Arena#page3.tif	

PATENT ASSIGNMENT

WHEREAS, **LimLab, Inc.**, a California company, with its principal place of business at 448 N. 10th Street, San Jose, California 95112 ("Assignor") is the owner of all right title and interest in and to various patent applications and patents listed on Schedule 1 (the "Patents");

WHEREAS, Assignor desires to assign any and all right title and interest in and to said Patents, including any provisional, non-provisional, continuation, continuation-in-part, divisional, national phase of PCT applications, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, **Arena Innovation Corp.**, a Delaware corporation, with its principal place of business at 182 Mulberry Street, New York, New York 10012 ("Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor; and

WHEREAS, Assignor and Assignee entered into a Contributed Agreement dated July 13, 2020, in which Assignor and Assignee agreed to enter in this Patent Assignment to evidence the transfer of the assets, including those set out in the attached Schedule 1, from Assignor to Assignee.

NOW THEREFORE, for good and valuable consideration to Assignor, including at least that of the Contribution Agreement dated July 13, 2020 and related agreements by and between the Parties, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor ("Assigned Patents"). Notwithstanding anything to the contrary herein, if and to the extent there are any immaterial transcription, typographical or other similar errors in the information provided on Schedule 1, any such errors shall not affect the assignment of the Assigned Patents hereunder;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Assigned Patents and for recording in foreign patent offices,

and in enforcing any rights or choses in action accruing as a result of such Assigned Patents, by giving testimony in any proceedings or transactions involving such Assigned Patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Assigned Patents, and that Assignor has not conveyed nor will convey hereafter all or part of the Assigned Patents to a third party;

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

LiftLab, Inc.

As Assignor

Date: 1/25/21

By: 

Name: Zachary M. Rubin

Title: Founder and CEO

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

Arena Innovation Corp.

As Assignee

Date: 2/5/21

By: 

Name: Krisna Bhargava

Title: CEO

SCHEDULE 1 TO PATENT ASSIGNMENT AGREEMENT

Reference Number	Title	Country	Application No.	Filing Date	Type
	Intelligent Dynamic Resistance Training Platform	United States	62/499,622	30-Jan-2017	Utility Patent Provisional
	Dynamic Force Algorithms for Strength Training	United States	62/604,457	7-Jul-2017	Utility Patent Provisional
110240-584024	System for Dynamic Resistance Training	United States	15/684,074	30-Jan-2018	Utility Patent Nonprovisional
110240-588320	System for Dynamic Resistance Training	WIPO	PCT/US2018/015995	30-Jan-2018	Utility Patent International
110240-635965	System for Dynamic Resistance Training	China	201860021022.2	30-Jan-2018	Utility Patent Foreign
	Modular Platform for Strength Training	United States	62/762,876	14-May-2018	Utility Patent Provisional
110240-625099	Strength Training and Exercise Platform	WIPO	PCT/US2019/032058	13-May-2019	Utility Patent - International
110240-620402	Strength Training and Exercise Platform	United States	16/410,971	13-May-2019	Utility Patent Nonprovisional
110240-639646	Modular Electromagnetics Driver for Fitness Applications	United States	62/914,899	14-Oct-2019	Utility Patent Provisional
110240-640200	Modular Electromagnetic Driver for Fitness Applications	United States	17/070,781	14-Oct-2020	Utility Patent Nonprovisional
110240-671944	Modular Electromagnetic Driver for Fitness Applications	WIPO	PCT/US2020/055603	14-Oct-2020	Utility Patent International
110240-640837	Connected Wellness: Lifestyle Recommendation Engine	United States	62/934,867	13-Nov-2019	Utility Patent Provisional
110240-642540	Auto Shape-Configuring Exercise Handle	United States	62/939,872	25-Nov-2019	Utility Patent Provisional
110240-674470	Strength Training and Exercise Platform	Australia	2019269393	13-May-2019	Utility Patent Nationalized
110240-674478	Strength Training and Exercise Platform	Canada	TBD	13-May-2019	Utility Patent Nationalized
110240-674471	Strength Training and Exercise Platform	China	TBD	13-May-2019	Utility Patent Nationalized
110240-674472	Strength Training and Exercise Platform	Europe	19727232.1	13-May-2019	Utility Patent Nationalized
110240-674475	Strength Training and Exercise Platform	India	202017050065	13-May-2019	Utility Patent Nationalized
110240-674476	Strength Training and Exercise Platform	Israel	278680	13-May-2019	Utility Patent Nationalized
110240-674474	Strength Training and Exercise Platform	Japan	TBD	13-May-2019	Utility Patent Nationalized
110240-674476	Strength Training and Exercise Platform	Korea	10-2020-7035853	13-May-2019	Utility Patent Nationalized
110240-674478	Strength Training and Exercise Platform	Mexico	MX/a/2020/012219	13-May-2019	Utility Patent Nationalized
110240-674477	Strength Training and Exercise Platform	Singapore	11202011236P	13-May-2019	Utility Patent Nationalized
110240-674480	Strength Training and Exercise Platform	Thailand	2001006557	13-May-2019	Utility Patent Nationalized