## 507009825 12/06/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7056663

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name         | Execution Date |  |
|--------------|----------------|--|
| REX P. STONE | 11/30/2021     |  |

#### **RECEIVING PARTY DATA**

| Name:           | BANDBENCH FITNESS, LLC |  |
|-----------------|------------------------|--|
| Street Address: | 902 W SPRING ST APT A  |  |
| City:           | LEBANON                |  |
| State/Country:  | TENNESSEE              |  |
| Postal Code:    | 37087-4549             |  |

### **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |  |
|---------------------|----------|--|
| Application Number: | 17496337 |  |

#### **CORRESPONDENCE DATA**

**Fax Number:** (865)978-6493

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:** 865-978-6480

Email:docketing@robinsoniplaw.comCorrespondent Name:ROBINSON IP LAW, PLLC

Address Line 1:9724 KINGSTON PIKE, SUITE 1102Address Line 4:KNOXVILLE, TENNESSEE 37922

| ATTORNEY DOCKET NUMBER:                | 06.03424.0903        |
|--|----------------------|
| NAME OF SUBMITTER: MICHAEL E. ROBINSON |                      |
| SIGNATURE:                             | /michael e robinson/ |
| DATE SIGNED:                           | 12/06/2021           |

#### **Total Attachments: 4**

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507009825 PATENT REEL: 058291 FRAME: 0278

#### **ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties indicated below agree as follows:

- 1. The undersigned Assignor, Rex P. Stone, an individual having an address at 902 W Spring Street Apt A Lebanon, TN 37087 (hereinafter, "Assignor"), for the first time (or, if previously assigned in whole or in part, for confirmation purposes) does hereby assign, convey, and transfer to BandBench Fitness, LLC (hereinafter, "Assignee") a Tennessee limited liability company, having a business address at 902 W Spring Street Apt A Lebanon, TN 37087, its successors, assigns, and legal representatives, the entire right, title and interest of Assignor in and to:
  - a. in and to any and all subject matter (including all inventions and improvements) disclosed in the patent application(s) listed in attached Schedule A and in and to any and all related provisional applications, nonprovisional applications, divisional applications, continuation applications, continuation-in-part applications, PCT applications, national phase applications based thereon, all issued patents thereof, any and all reexamination or reissued patents thereof which have been or may be issued in the United States, Canada, and throughout the world, any and all extensions, validations and substitution applications, and all convention and treaty rights throughout the world in and to all such subject matter (hereinafter, collectively, "the Patents"); and
  - b. any and all rights of action for infringement, including past infringement, anywhere throughout the world (hereinafter, "the Territory");
- 2. Assignor further covenants with Assignee, its successors, assigns and legal representatives and represents and warrants that no assignment, grant, mortgage, or pledge affecting the rights and properties herein conveyed has been made by Assignor to any person or entity other than Assignee, that the full right to assign, transfer, and convey the same as herein expressed is possessed by Assignor, and that Assignor will not hereafter assign or attempt to assign any rights therein, or take any other action inconsistent with this Assignment.
- 3. Assignor pledges and agrees to do all acts and execute all other documents reasonably requested by Assignee in order to insure, confirm, or establish that Assignee owns all of Assignor's right, title, and interest in and to the subject matter (including all inventions and improvements) disclosed in the Patents and that any and all other interests and rights appurtenant thereto owned by Assignor including, but not limited to, all such rights and interests referred to herein are owned and possessed by Assignee.
- 4. All costs and charges required for and/or related to the filing of other applications and/or the registration of the present Assignment in the Territory, including, but not limited to, official and governmental fees, shall be borne by Assignee.
- 5. Assignor authorizes and empowers Assignee to sign all documents and all acts that are required to register this Assignment and any related document that gives legal force to this Assignment, and to apply for and obtain, in its own name, Patents for said invention before the competent international authorities and throughout the Territory wherever applications can be so filed, or a Patent can be so obtained.
- 6. In the event that, after the date of signing of this Assignment, Assignor is unable for any reason whatsoever to sign or deliver any document required under this Assignment, Assignor hereby irrevocably designates Assignee to act for and on its behalf, to execute and file any such document, and to do all other legal acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

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- 7. Assignor hereby grants to the firms (1) ROBINSON IP LAW, PLLC. 9724 Kingston Pike, Suite 1102, Knoxville, Tennessee 37922, the power to insert additional information to the present Assignment, such as the execution date, the application number(s), and/or the filing date(s) of the relevant patent application(s) as well as the patent number(s) and issue date(s), once this information is known.
- 8. This Assignment constitutes and shall be deemed a contract made under the laws of the state of Tennessee, without reference to its conflicts of laws jurisprudence, for any and all purposes and shall be interpreted and enforced in accordance with such laws.
- 9. This Assignment constitutes the entire understanding between the parties regarding the subject matter (into which all prior negotiations, commitments, representations, inducements and undertakings with respect to the subject matter hereof are merged), and, except as provided herein, there are no other oral or written undertakings or agreements between the parties relating to the subject matter hereof.
- 10. All terms and words used in this Assignment, regardless of the number, format or gender in which they are used, shall be deemed and construed to include any other number (singular or plural), or any format (hyphenated or capitalized), or any other gender (masculine or feminine or neuter), as the context or sense of this Assignment may require, the same as if the words had been fully and properly written in the proper number, format or gender.
- 11. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, all other provisions of the Assignment shall be unimpaired and shall remain in full force and effect.
- 12. This Assignment may be executed in identical counterparts with the same force and effect as if the signatures were all set forth on a single instrument. This Assignment is deemed to be executed and effective as of the date on which the last party signs a counterpart to this Assignment ("Effective Date").

| Date: 11-30-21                                | Rex P. Stone                   |
|---|--------------------------------|
| Signed at (city, state, country): _ Challaneo | sa, TN, United States          |
| Witness 1 Signature: handshalo                | Witness 2 Signature: Mour Jeen |
| Witness 1 Name: FRANK HODSON                  | Witness 2 Name: Swim Jules     |

Read and approved by Assignee:

BandBench Fitness, LLC

By:

Date: 11-30-21

Name:

Title:

# **SCHEDULE A**

| Title:        | WORKOUT BENCH |                    |                 |                  |               |
|---------------|---------------|--------------------|-----------------|------------------|---------------|
| Ref. No.      | Country       | Application Number | Filing Date     | Patent<br>Number | Issue<br>Date |
| 06.03424.0903 | U.S.          | 17/496,337         | October 7, 2021 | N/A              | N/A           |

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PATENT REEL: 058291 FRAME: 0282