

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7098950

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KUSHA KARVANDI	09/13/2021
RECEIVING PARTY DATA	
Name:	GOLDEN GATE SOLUTIONS, INC.
Street Address:	85 WEST STREET
City:	WALPOLE
State/Country:	MASSACHUSETTS
Postal Code:	02081
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	29652939
Application Number:	29652783
Application Number:	29652940
Application Number:	17249814
CORRESPONDENCE DATA	
Fax Number:	(248)358-3351
<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:	2483584400
Email:	tjoslyn@brookskushman.com
Correspondent Name:	BROOKS KUSHMAN P.C.
Address Line 1:	1000 TOWN CENTER
Address Line 2:	TWENTY-SECOND FLOOR
Address Line 4:	SOUTHFIELD, MICHIGAN 48075
ATTORNEY DOCKET NUMBER:	THRP0230A - GOLDEN GATE
NAME OF SUBMITTER:	ISHEETA T. PATEL
SIGNATURE:	/Isheetta T. Patel/
DATE SIGNED:	12/30/2021
Total Attachments: 9	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of September 13, 2021, and is by and among Exerscribe, Inc., an Arizona corporation (the "**Seller**"), Exerscribe IP LLC, a Wyoming limited liability corporation ("**Seller Affiliate**") Kusha Karvandi, an individual ("**Principal 1**"), Kelley Karvandi, an individual ("**Principal 2**", and together with Principal 1, Seller Affiliate and the Seller, and together with Seller, the "**Assignors**" and each an "**Assignor**") and Golden Gate Solutions, Inc., a Delaware corporation (the "**Assignee**") pursuant to that certain asset purchase agreement, September 13, 2021, by and among Assignee and, Assignors (as may be amended, supplemented, acquired or otherwise modified from time to time, the "**Purchase Agreement**"). Together Assignee and the Assignors shall be referred to herein as the "**Parties**" or each, a "**Party**". Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignors has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignors.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignors' right, title, goodwill, and interest in and to the following (collectively, the "**Intellectual Property Assets**"):

a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held including those set forth in Exhibit A attached hereto (collectively, the "**Copyrights**");

b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. all design rights which may be available to Assignors now or hereafter existing, created, acquired or held;

d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including those set forth in Exhibit B attached hereto

(collectively, the "**Patents**");

e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

f. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the "**Mask Works**");

g. all internet websites and internal domain names, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the "**Domain Names**");

h. all social media pages and accounts, together with the associated usernames and passwords of the Business (collectively, the "**Social Media Accounts**");

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "**Licenses**");

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. License Back – Assignee hereby grants Assignors a perpetual, limited, non-transferable, fully paid up license to use the "Exerscribe" trademark (Reg. Number 4346448) for the limited purpose of maintaining the Seller's and Seller's Affiliate's company name. For avoidance of doubt, Seller and Seller's Affiliate shall not be permitted to market or sell productions or services to the public under such mark.

3. Recordation and Further Actions - Assignors hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon

request by Assignee.

4. Further Assurances - Following the date hereof, upon Assignee's request, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

5. Entire Agreement - This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby, including without limitation Seller Affidavit contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

6. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

7. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

8. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 9.11 and 9.12 of the Purchase Agreement.

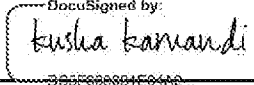
9. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

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IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

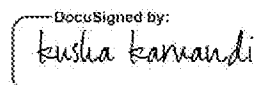
ASSIGNORS:

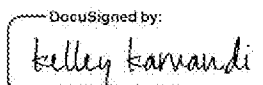
EXERSCRIBE, INC.

By:  DocuSigned by: Kusha Karvandi
Name: Kusha Karvandi
Title: President

EXERSCRIBE IP, LLC

By:  DocuSigned by: Kusha Karvandi
Name: Kusha Karvandi
Title: Member

 DocuSigned by: Kusha Karvandi
Kusha Karvandi

 DocuSigned by: Kelley Karvandi
Kelley Karvandi

ASSIGNEE:

GOLDEN GATE SOLUTIONS, INC.

By:  DocuSigned by: Michael Fahey
Name: Michael Fahey
Title: Secretary

EXHIBIT A
Copyrights

None.

EXHIBIT B
Patents

Patent Title	Status	Jurisdiction	Ownership	Patent No.	Type	Filing Date	Inventor
Ronin Roller	Pending	US	Unable to confirm using public databases	App. No. 29652939	Design	1/18/2021	Kusha Karvandi
Strength Gym	Pending	US	Unable to confirm using public databases	App. No. 29652783	Design	12/1/2020	Kusha Karvandi
StrengthBlock	Pending	US	Unable to confirm using public databases	App. No. 29652940	Design	1/18/2021	Kusha Karvandi

Hip Hero	Pending	US	Unable to confirm public databases	App. No. 17249814	Utility	3/15/2021	Kusha Karvandi
Hip Hero	Issued	US	EXERSCRIBE IP LLC	Pat. No. D905180	Design	1/24/2020	Kusha Karvandi

EXHIBIT C
Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Word or Design Mark</u>	<u>Reg. or App. No.</u>	<u>Next Due Date</u>	<u>Owner</u>	<u>Notes</u>
<u>RONIN ROLLER</u>	<u>US</u>	<u>Word</u>	<u>U.S. App No. 90358176</u>	<u>N/A (mark published on Jul. 20, 2021)</u>	<u>Exerscribe IP LLC</u>	

OA issued
3/24/2021 rejecting
mark as merely
descriptive

Exerscribe
IP LLC

Response to Office Action due
Sep. 24, 2021

U.S. App
No.
90377725

Design

STRENGTHGYM US



US

U.S. Reg.
No.
6095238

Design

Exerscribe
IP LLC

Jul. 07, 2026 (Last day Sec. 8 Dec.
can be filed without surcharge)

U.S. Reg
No.
6279368

Word

STRENGTHBLOCK US

Feb. 23, 2027 (Last day Sec. 8
Dec. can be filed without
surcharge)

Exerscribe
IP LLC

U.S. Reg
No.
4346448

Word

EXERSCRIBE US

Jun. 05, 2023 (Last day Renewal
can be filed without surcharge)

Exerscribe
IP LLC

U.S. Reg.
No.
6095255

Word



HIP HERO US

Jul. 07, 2026 (Last day Sec. 8 Dec.
can be filed without surcharge)

Exerscribe
IP LLC

REDTONIC US Word U.S. Reg. No. 6096447 Jul. 07, 2026 (Last day Sec. 8 Dec. can be filed without surcharge) Exerscribe IP LLC

Unregistered Trademarks

Mark	Type	Application Number (if any)	First Use Date	First Use in Commerce
Ronin Roller	Word Mark	90/358,176	12/1/2020	12/1/2020
Strength Gym	Design Mark	90/377,725	12/6/2020	12/6/2020
	Design Mark	N/A	1/14/2020	1/14/2020
	Design Mark	N/A	1/14/2020	1/14/2020
REDTONIC	Design Mark	N/A	12/13/2019	12/13/2019

