

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7006398

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
9614206 CANADA INC.	12/13/2018
RECEIVING PARTY DATA	
Name:	7286139 CANADA LTD.
Street Address:	45 RUE QUEEN
City:	SHERBROOKE
State/Country:	CANADA
Postal Code:	J1M 1J2
Name:	SAMUEL ROBINSON
Street Address:	618 HARKER CLOSE NW STREET
City:	EDMONTON
State/Country:	CANADA
Postal Code:	T6R 2X7
Name:	RICK ROSYCHUK
Street Address:	PO BOX 158
City:	MATTAIG
State/Country:	CANADA
Postal Code:	T04 2K0
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17217243
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:	10209560-1US-1
NAME OF SUBMITTER:	A. SASHA MANDY
SIGNATURE:	/A. SASHA MANDY/
DATE SIGNED:	11/04/2021
Total Attachments: 6 source=2 - 9614206 CA to 7286139 CA et al#page1.tif source=2 - 9614206 CA to 7286139 CA et al#page2.tif source=2 - 9614206 CA to 7286139 CA et al#page3.tif source=2 - 9614206 CA to 7286139 CA et al#page4.tif source=2 - 9614206 CA to 7286139 CA et al#page5.tif source=2 - 9614206 CA to 7286139 CA et al#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ENTERED INTO AND EFFECTIVE
AS OF DECEMBER 13, 2018.

BETWEEN:

9614206 CANADA INC., 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 referred to as the "Assignor")

AND:

7286139 CANADA LTD, duly incorporated under the *Canada Business Corporations Act*, having its head office at 45 Queen Street, Sherbrooke, 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 at PO Box 158, Mattaig, Alberta, T04 2K0;

(hereinafter "Rick")

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

WHEREAS the Assignor is the owner of the Intellectual Property (as herein defined);

AND WHEREAS the Assignor has 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. PREAMBLE

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

2. TRANSFER OF INTELLECTUAL PROPERTY

- 2.1. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Assignor hereby conveys, assigns, transfers and delivers to the Assignees all of the Assignor's rights, title and interest it may hold throughout the world in and to all the intellectual property made, developed, created or conceived by the Assignor 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 Assignor hereby irrevocably waives in favor of the Assignees all of its non-assignable rights, including its 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. Each of the Assignees will herein after hold the following percent ownership interest in the Intellectual Property:

Allatt Holding	70.2%
Samuel Robinson	24.8%
Rick Rosychuk	5%

3. DECLARATIONS

- 3.1. The Assignor is the sole owner of, has a good and valid title to, all of the Intellectual Property existing as at the date hereof, in each case free and clear of all liens or other encumbrances.

4. CONFIDENTIALITY

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.

5. GOVERNING LAW

- 5.1. This Agreement shall be governed by and shall be construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein. Any disputes arising out of this Agreement shall be brought exclusively before the courts of competent jurisdiction in the judicial district of Saint-Francois, Quebec, Canada.

6. OTHER ASSURANCES

- 6.1. 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.

7. GENERAL PROVISIONS

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. Assignment. No party hereto may assign directly or indirectly any of its rights, duties or obligations hereunder without the prior written consent of all the other parties.
- 7.5. 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.
- 7.6. 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.
- 7.7. Counterparts. This agreement may be executed by means of electronic

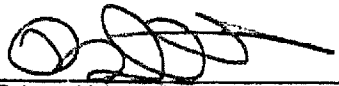
transmission producing a printed copy and in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute one and the same instrument.

- 7.8. Language. The parties have requested that this Agreement and all documents contemplated thereby or relating thereto be drawn up in the English language. *Les parties ont requis que cette Convention ainsi que tous les documents qui y sont envisagés ou qui s'y rapportent soient rédigés en langue anglaise.*

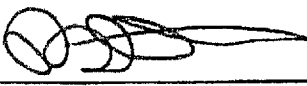
[Signature page follows]

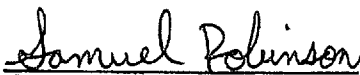
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives, as of the date first written above.

9164206 CANADA INC.

Per: 
Brian ALLATT, President

7286139 CANADA LTD.

Per: 
Brian ALLATT, President


Samuel ROBINSON


Rick ROSYCHUK

Signature Page of IP Transfer Agreement (9614206 Canada Inc.)

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	---	

PATENT

RECORDED: 11/04/2021

REEL: 058807 FRAME: 0924