

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7211175

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSET PURCHASE AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GOLDEN GATE SOLUTIONS, INC.	11/04/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EXERSCRIBE IP LLC
<b>Street Address:</b>	6501 E. GREENWAY PARKWAY
<b>Internal Address:</b>	#103-267
<b>City:</b>	SCOTTSDALE
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85254
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17249814
<b>Patent Number:</b>	D905180
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	ipinbox@messner.com
<b>Correspondent Name:</b>	MESSNER REEVES LLP
<b>Address Line 1:</b>	7250 N. 16TH STREET, SUITE 410
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85020
<b>ATTORNEY DOCKET NUMBER:</b>	12907.0001
<b>NAME OF SUBMITTER:</b>	ANN SACHET
<b>SIGNATURE:</b>	/Ann Sachet/
<b>DATE SIGNED:</b>	03/07/2022
<b>Total Attachments: 11</b>	
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**ASSET PURCHASE AGREEMENT**

**by and among**

**EXERSCRIBE IP LLC, as Buyer**

**and**

**Golden Gate Solutions, Inc., as Seller**

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**dated as of November 4, 2021**

**ASSET PURCHASE AGREEMENT**

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”), dated as of November 4, 2021 (the “**Effective Date**”), is entered by and among Exerscribe IP LLC, a Wyoming limited liability company (“**Buyer**”) and Golden Gate Solutions, Inc., a Delaware corporation (“**Seller**”). Together, Buyer and Seller shall be referred to herein as the “**Parties**” or each, a “**Party**”.

**RECITALS**

**WHEREAS**, Seller owns certain Intellectual Property Assets listed on Exhibit A (“**Purchased Intellectual Property**”);

**WHEREAS**, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the Purchased Intellectual Property, subject to the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I.  
DEFINITIONS**

[REDACTED]

[REDACTED]

**“Intellectual Property”** means any and all past, present, and future rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (“**Patents**”); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin (registered and unregistered), together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“**Trademarks**”); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing (“**Copyrights**”); (d) internet domain names and social media account or user names (including “handles”), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media accounts and pages, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, diagrams, drawings, and all Patents, registrations, applications for registration, and renewals thereof; (g) trade secrets, know-how, inventions (whether or not patentable), ideas, discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, formulas, designs, and other confidential and proprietary information and all rights therein (“**Trade Secrets**”); (h) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, network configurations and architectures and other documentation thereof (“**Software**”); (i) rights of publicity; and (j) all other intellectual or industrial property and proprietary rights of any kind and nature.

**“Intellectual Property Assets”** means all Intellectual Property and Intellectual Property Registrations that are owned by Seller and used or held for use in the conduct of the Business as currently conducted or proposed to be conducted, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property or rights under Intellectual Property Agreements, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

**“Intellectual Property Registrations”** means all Intellectual Property Assets that are subject to any issuance, registration, or application by or with any Governmental Authority or authorized private registrar in any jurisdiction, including issued Patents, registered Trademarks, domain names and Copyrights, and pending applications for any of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**II.  
PURCHASE AND SALE**

**II.1.Purchase and Sale of Assets.** Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances, all of Seller's right, title and interest in and to, the Purchased Intellectual Property.

[REDACTED]

[REDACTED]

[REDACTED]

**III.  
CLOSING**

**III.1.Closing.** Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall be effective as of 11:59 PM, eastern standard time, on the Effective Date (the “**Closing Date**”).

**IV.  
COVENANTS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**V.  
MISCELLANEOUS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**IN WITNESS WHEREOF**, the parties hereto have caused this Asset Purchase Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**BUYER:**

**Exerscribe IP LLC**

By: \_\_\_\_\_  
DocuSigned by:  
*Kusha Kamandi*  
BC3F600681E04A2...  
[Redacted]  
[Redacted]

**SELLER:**

**Golden Gate Solutions, Inc.**

By: \_\_\_\_\_  
DocuSigned by:  
*Michael Foley*  
455CC0D2559D4BC...  
[Redacted]  
[Redacted]

**EXHIBIT A**

**PURCHASED INTELLECTUAL PROPERTY**

**(i) PATENTS:**

Patent Title	Status	Jurisdiction	Patent No.	Type	Filing Date
Hip Hero	Pending	US	App. No. 17249814	Utility	3/15/2021
Hip Hero	Issued	US	Pat. No. D905180	Design	1/24/2020

(ii)



**(iii) 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>HIP HERO</u>	<u>US</u>	<u>Word</u>	<u>U.S. Reg. No. 6095255</u>	<u>Jul. 07, 2026 (Last day Sec. 8 Dec. can be filed without surcharge)</u>

(iv)

**(v) UNREGISTERED TRADEMARKS:**

Mark	Type	Application Number (if any)	First Use Date	First Use in Commerce
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	Design Mark	N/A	1/14/2020	1/14/2020
	Design Mark	N/A	1/14/2020	1/14/2020

(iv) DOMAINS:

[www.hip-hero.com](http://www.hip-hero.com)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]