

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7485387

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OUTSIDE INTERACTIVE VISUAL SOLUTIONS CORPORATION	08/02/2022
RECEIVING PARTY DATA	
Name:	KINOMAP NA INC.
Street Address:	C/O KINOMAP S.A.S., 14 RUE DE LA MAIRIE
City:	DOUAI
State/Country:	FRANCE
Postal Code:	59500
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9959902
Patent Number:	10339972
Application Number:	16441935
CORRESPONDENCE DATA	
Fax Number:	(703)770-7901
<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:	7037707900
Email:	maggie.barham@pillsburylaw.com
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 1:	P.O. BOX 10500
Address Line 4:	MCLEAN, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	057966-0000001
NAME OF SUBMITTER:	MARGARET BARHAM
SIGNATURE:	/Margaret Barham/
DATE SIGNED:	08/15/2022
Total Attachments: 14	
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KINOMAP NA INC.

ASSET PURCHASE AGREEMENT

Part I: Basic Terms of Our Agreement

Parts of Our Agreement. This Asset Purchase Agreement is referred to as “our Agreement,” and is comprised of three parts: Part I, which includes the basic terms of our Agreement; Part II, which sets forth specific terms of our Agreement; and Part III, which establishes additional terms and conditions of our Agreement, and the Signature Pages. Part III follows the Signature Pages, and includes a guaranty of your obligations under our Agreement by one or more of your owners and an agreement by such owner(s) to refrain from competing with the Business or taking other actions which would injure the Business after we acquire it (and which guaranty and agreement will be referred to as the “Owner Guaranty”).

References. References in our Agreement to “you,” “yours,” and the like are references to the person or entity identified as the “Seller” on the Signature Pages, references to “we,” “our,” “us,” and the like are references to the person or entity identified as the “Purchaser” on the Signature Pages; and references to the “Business” are to the business described under the heading “Business” on Part III.

Summary of Agreement. Under our Agreement: (i) you will sell certain assets associated with the Business to us; and (ii) you, we and the parties subject to the Owner Guaranty will make certain agreements, representations and warranties with and to each other.

Date of our Agreement. August 2, 2022.

This Agreement is a legally binding contract which establishes rights and obligations applicable to you and us. You should read this Agreement carefully and consult with your legal counsel to ensure that you fully understand those rights and obligations.

Part II: Specific Terms of Our Agreement

Section 1: Purchase and Sale of Assets

1. **Summary.** Section 1 describes the purchase and sale of the Assets by you to us, and the payment of the Purchase Price to you.
- 1.1 **Sale of Assets.** You hereby sell to us all right, title and interest in all of your assets and properties, free and clear of all liens, security interests, or encumbrances of any kind. Your rights, claims and properties sold and transferred pursuant to the prior sentence will be referred to in our Agreement as the “Assets,” including, without limitation, the Assets listed as “Seller Assets” on Part III, provided that the Assets will not include the items listed as “Excluded Assets” on Part III.
- 1.2 **No Assumption of Liabilities.** We will not assume any of your liabilities, except for those liabilities, if any, described on Part III under the heading “Assumption of Liabilities.”
- 1.3 **Purchase Price.** We will pay to you the “Purchase Price” as identified on Part III. Our

payment of the Purchase Price will be paid to you in accordance with Part III. We will allocate the Purchase Price amongst the Assets for tax purposes consistent with the Internal Revenue Code of 1986, as amended, in accordance with the procedure set forth on Part III.

Section 2: Your Representations to Us

2. **Summary.** In Section 2, you make certain statements and promises to us (sometimes called “representations and warranties” and referred to in our Agreement as your “representations”) relating to the Business and the Assets. We are relying on the accuracy and completeness of your representations to enter into our Agreement. To the extent that any of your representations needs clarification or explanation in order to be true and correct, those clarifications or explanations must be clearly set out under on Part III under the heading “Disclosures.” All of your representations will be effective until the statute of limitations applicable to our Agreement

prevents us from asserting claims. The representations you are making to us are as follows:

2.1 Organization, Authority, and Conflicts

You are an entity of the type described on Part III and duly organized, validly existing and in good standing under the laws of the state of your formation. You are duly qualified to do business in each state in which such qualification is required. You do not have any subsidiaries. You have full power, authority and capacity to own and operate the Business, to sell and transfer the Assets to us, and to sign and perform your obligations under our Agreement. Your signing and performing your obligations under our Agreement both: (i) do not violate or conflict with any contract, permit, or law; and (ii) do not require the approval of any person or entity who is not party to our Agreement.

2.2 Assets. You have exclusive, good and marketable title to all of the Assets free and clear of all liens, security interests, or encumbrances of any kind. All of the fixtures, improvements and tangible personal property included in the Assets are in reasonable operating condition. The Assets comprise all of the assets and properties that were sufficient for You to carry on the Business consistent with past practices.

2.3 Financial Statements. All financial statements provided by you to us and relating to you or the Business fairly present your (and the Business's) financial condition of as of the dates of those financial statements and your (and the Business's) operating results for the periods covered by those financial statements. All of those financial statements have been prepared in accordance with U.S. GAAP consistently applied throughout the periods covered. All of your financial books and records are true and accurate, and are kept in accordance with best industry practices applicable to the Business.

2.4 Laws and Lawsuits. You have operated the Business in all respects in compliance with all applicable laws, statutes, regulations and ordinances. You have all permits and approvals needed or prudent to operate the Business; those permits and approvals are included in the

Assets and will continue to be fully effective as of and after the Closing Date. There is not currently, and for the past five years there has not been any, lawsuit, claim or proceeding pending or threatened before any court, arbitrator or any governmental authority that relates to you, the Business or the Assets. Neither you, the Assets or the Business is subject to any outstanding injunction, judgment, order, decree, ruling, or charge.


2.5 Taxes. You have paid all taxes owed by you. You have filed with the appropriate governmental authorities all tax returns and tax reports required to be filed by you. All of those tax returns and reports are true, correct and complete.

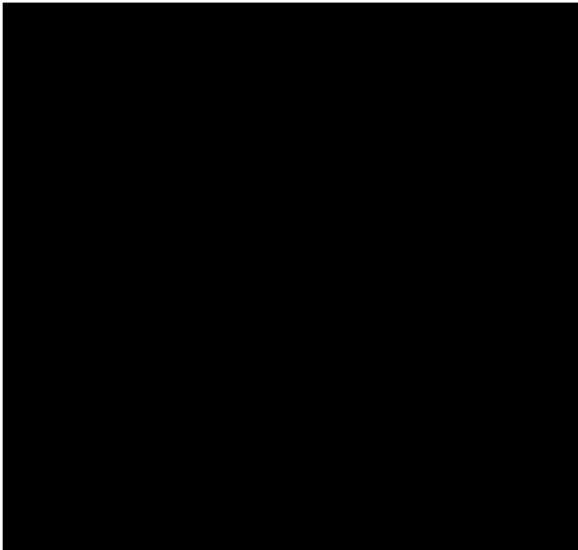
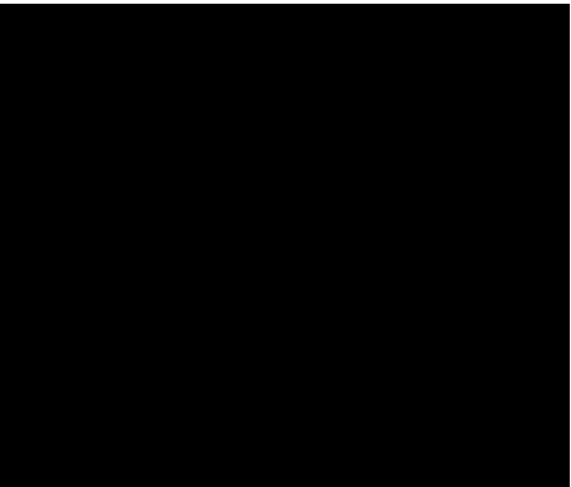
2.6 Intellectual Property. You have taken all commercially reasonable and necessary actions to maintain and protect each item of Intellectual Property which is reasonably necessary for the conduct of the Business. The Intellectual Property is sufficient for us to carry on the Business from and after the Closing Date in all material respects as presently conducted, consistent with the past practices. For the purposes of this Section 2.6, "Intellectual Property" means, other than Excluded Assets, all intellectual property and other proprietary rights, as they exist anywhere in the world, whether registered or unregistered, including without limitation (i) patents, patent applications, inventions and other patent rights (including any divisions, continuations, continuations-in-part, extensions, reissues, reexaminations and interferences thereof) and (ii) rights in computer software programs (including all source code, object code), specifications, designs, firmware, models, algorithms, methodologies and implementations thereof, compilations of data and documentation related thereto. All of your Intellectual Property, other than any Excluded Asset, that is registered, including copyrights, trademarks and service marks, or subject to an issued patent or design patent, or the subject of a pending application for any of the foregoing are described on Part III under the attached "Intellectual Property" schedule. All of the registrations and patents set forth on Part III are valid, in full force and effect and have not expired or been cancelled, abandoned or

otherwise terminated, and payment of all issuance, renewal and maintenance fees, costs and expenses in respect thereof, and all filings related thereto, have been duly made.

- 2.7 **Employee Benefit Plans.** All of your employees, and all benefits that you provide to your employees, are described on Part III under the attached “Employees and Employee Benefits” schedule.

**Section 3: Your Assurances to Us
Regarding Competition and Other
Matters**

3. **Summary.** In Section 3, you give us assurance that you will not compete with the Business we are acquiring or take other actions which would injure the Business after we acquire it.
- 3.1 **Covenants Not to Compete, Solicit, or Disparage.** 



competing with the Business and shall not extend the duration of the Restricted Period.

- 3.2 **Confidentiality.** You also agree that you will never, directly or indirectly, disclose or use any confidential or proprietary information of or relating to the Business or the Assets, unless and until (i) such information becomes public through no action of you, (ii) we provide written consent in advance of such disclosure, or (iii) such disclosure is required by a valid subpoena or other operation of law, provided that such disclosure will only be to the extent required and, using reasonable efforts, you will seek to have such information treated confidentially.
- 3.3 **Agreement as to Reasonableness.** You agree that the duration and geographic scope of your commitments and agreements in Section 3 are reasonable to protect the value of the transfer of the Assets and the Business.

**Section 4: Our Rights Upon Your
Breach of Our Agreement**

4. **Summary.** Section 4 gives us important rights and remedies in the event that your representations to us are false, or if you otherwise fail to honor your commitments or promises to us under our Agreement.
- 4.1 **Payment of Damages.** You will pay or reimburse us, or any of our direct or indirect affiliates, employees, officers, owners or representatives, for any, losses, costs, diminutions in value, or expenses that we or any such other person or entity may suffer or become liable for as a result of or in connection with: (i) a breach of any of your representations in our Agreement; (ii) your failure to comply with any of your promises or commitments in our Agreement; (iii) any of your liabilities other than the Assumed Liabilities; and/or (iv) the operation of the Business prior to the date of our Agreement. Your obligations described above are not altered or reduced by any diligence or other information we have done or obtained with respect to the Business or the Assets.
- 4.2 **Other Remedies.** You agree that, in addition to (and in not in place of) any other rights or remedies we may have under our Agreement or by applicable law, we will be entitled to

injunctive relief to prevent or stop any actions in breach of our Agreement.

Section 5: Governing Law and Place for Resolving Claims.

5. **Summary.** In Section 5 of our Agreement, we agree on which law will govern any disputes, actions or claims arising under or relating to our Agreement (referred to as “Claims”), as well as the location where Claims will be heard and other matters relating to Claims.

5.1 **Governing Law; Remedies; Waiver of Jury Trial.** All Claims will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles. You agree to the exclusive jurisdiction of courts located in the Commonwealth of Massachusetts to hear or resolve any Claims. In the event we prevail in any Claim against you, you will reimburse us for our attorneys’ fees and other expenses incurred in connection with that Claim. In addition, we may set-off any amounts owed to us from you against any amount payable by us to you or any party to the Owner Guaranty. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT, HE OR SHE MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM.

Section 6: Additional Agreements and Provisions

6. **Summary.** Section 6 establishes certain additional agreements and commitments by each of you and us, and includes other provisions applicable to our Agreement. These are in addition to the other terms and conditions contained throughout our Agreement.

6.1 **Expenses.** Subject to Section 4.1 and Section 5.1 of our Agreement, you and we will each pay our own respective costs and expenses in connection with our Agreement.

6.2 **Further Assurances.** At our request, you will sign any other documents, and take any other actions, as may be reasonably required to carry out the transactions contemplated by our Agreement.

6.3 **Taxes.** You will pay all taxes, if any, imposed by any governmental authority relating to the transactions contemplated by our Agreement.

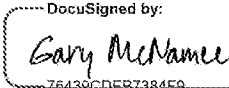
6.4 **Notices.** All notices and other communications to each other and related to our Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand, (b) four days after being sent by United States mail, postage prepaid, certified or registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service; in each case to the appropriate addresses set forth in Part III under the heading “Notice Addresses” (or such other address as may be designated by notice under this Section 6.4).

6.5 **Binding Effect; Entire Agreement; Independence of Provisions; Construction; Signatures.** Our Agreement will be binding upon and be enforceable against us and our respective successors and assigns, provided that you may not assign any of your rights or obligations under our Agreement. Our Agreement, including Parts I, II and III, constitutes the entire agreement between us and supersedes all prior discussions and understandings relating to the subject matter of our Agreement, whether written or oral. Our Agreement may be amended or modified only by written instrument signed by you and us. If any provision of our Agreement is determined to be invalid, illegal, overbroad or unenforceable in any jurisdiction, that provision will be adjusted and reformed by the court or other governmental authority in that jurisdiction, if possible, in the least possible manner needed to achieve our intent, without affecting in any way the remaining provisions of our Agreement. Our Agreement will be construed as if drafted jointly by us and no presumption or burden will arise favoring or disfavoring any party by virtue of the authorship of any part of our Agreement. Our Agreement may be signed in counterparts. Once our Agreement has been signed, the Agreement may be delivered by fax or email (in PDF or similar format) and any signature so delivered will be as effective as an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

**OUTSIDE INTERACTIVE VISUAL SOLUTIONS
CORP.**

By: 
76439CDEB7384F9

Name: Gary McNamee
Title: Director and President

[Signature pages continue next page]

PURCHASER:

KINOMAP NA INC.

DocuSigned by:

By:

Philippe Moity

Name: Philippe Moity

Title: Director and President

[Signature Page to Asset Purchase Agreement (Kinomap NA Inc. / Outside Interactive Visual Solutions Corp.)]

Part III: Additional Terms and Conditions

Seller (name): Outside Interactive Visual Solutions Corp.

Seller Type of Entity (corporation, LLC, etc.) Corporation

Purchaser (name): Kinomap NA Inc.

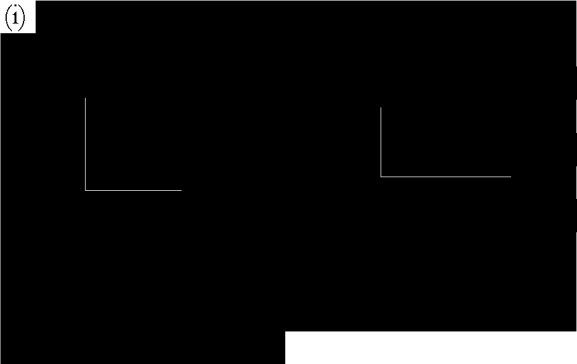
Business (describe): The business of developing and providing interactive video experiences for bicycling routes, running routes, scenic courses, marquee races and similar individual and team sporting events.


Premises: 17 Main St. Hopkinton, MA 01748

**Seller Assets
(Attach add'l pages if needed)** See attached Seller Assets Schedule

**Excluded Assets (if any)
(Attach add'l pages if needed)** See attached Excluded Assets Schedule

Assumed Liabilities: None

Purchase Price: (i) 

Restricted Common Stock: 

Closing Date: August 2, 2022

Closing: 10:00 a.m. ET on the Closing Date

**Disclosures:
(Attach add'l pages if needed)** None

Employees and Employee Benefits:

See attached Employees and Employee Benefits Schedule

Notice Addresses:

Seller:

Outside Interactive Visual Solutions Corp.
17 Main St. Hopkinton, MA 01748

Purchaser:

Kinomap NA Inc.
c/o Kinomaap S.A.S.
14 Rue De La Mairie
59500 Douai

with a copy (which will not constitute notice) to:

Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Attn: John C. Cushing

Owner Guaranty:

See attached Owner's Guaranty and Restrictive Covenants.

OWNER'S GUARANTY AND RESTRICTIVE COVENANTS

This Owner's Guaranty (which includes the "Restrictive Covenants" described in Section 4 below) (this "Guaranty") must be signed by the owner(s) (referred to as "you" for purposes of this Guaranty only) of Outside Interactive Visual Solutions Corp. (the "Seller") under the Asset Purchase Agreement (the "Agreement") dated as of the Closing Date. Capitalized terms used, but not defined, in this Guaranty are used with the meanings set forth in the Agreement.

1. GUARANTY. In consideration of and as an inducement to, the signing and delivery of the Agreement by Kinomap NA Inc. ("us," "our" or "we"), by signing this Guaranty you personally and unconditionally: (a) guarantee to us and our successors and assigns that the Seller will pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be personally bound by, and personally liable for the breach of the Seller under, each and every provision in the Agreement.

2. WAIVERS. You waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Seller or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Seller arising as a result of your execution of and performance under this Guaranty.

3. CONSENTS AND AGREEMENTS. You consent and agree that: (a) your direct and immediate liabilities under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Seller or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Seller or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence shall in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable for so long as the Agreement remains in effect and, if required by the Agreement, after its termination or expiration.

4. RESTRICTIVE COVENANTS.

a. 

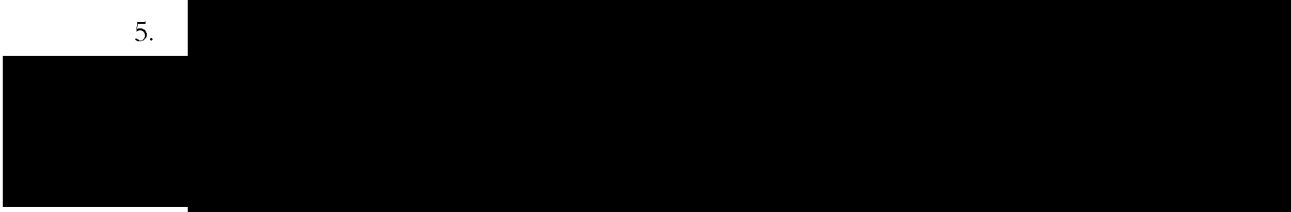

b.



c.



5.



6. EFFECTIVENESS. Your obligations under this Guaranty are effective on the Closing Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Massachusetts law and may be enforced in the courts located in Massachusetts. Each of you irrevocably submits to the jurisdiction and venue of such courts. Once you have signed this Guaranty, the Guaranty may be delivered by fax or email (in PDF or similar format) and any signature so delivered will be as effective as an original signature.

[Signature page follows]

IN WITNESS WHEREOF, the owner now signs and delivers this Guaranty as of the Closing Date.

DocuSigned by:
Gary McNamee
76438CDEB7384F9...

Gary McNamee

Seller Assets Schedule

**to Asset Purchase Agreement (the “Agreement”) between Outside Interactive Visual Solutions Corp.
 (“Seller”) and Kinomap NA Inc. (“Purchaser”)**

All assets except the Excluded Assets, including the following patents:

Systems And Methods Of Interactive Exercising
US 9959902 · Issued May 1, 2018

Systems And Methods Of Interactive Exercising
US 10339972 · Issued Jul 2, 2019

Systems And Methods Of Interactive Exercising
US 11114128 · Issued Sep 7, 2021

Excluded Assets Schedule

**to Asset Purchase Agreement (the “Agreement”) between Outside Interactive Visual Solutions Corp.
 (“Seller”) and Kinomap NA Inc. (“Purchaser”)**

1. Any rights to the name “Outside Interactive Visual Solutions Corp.”
2. The domain name <http://www.outsideinteractive.com/>
3. The trademark or trade dress rights of Seller set forth below:

The trademark OUTSIDE INTERACTIVE, all rights and goodwill associated therewith, and U.S. Trademark Appl. No. 90/772,347 and any trademark registrations issuing therefrom.

Employees and Employee Benefits Schedule

**to Asset Purchase Agreement (the “Agreement”) between Outside Interactive Visual Solutions Corp.
 (“Seller”) and Kinomap NA Inc. (“Purchaser”)**

None

[Employees and Employee Benefits Schedule to Asset Purchase Agreement (Kinomap NA Inc. / Outside Interactive Visual Solutions Corp.)]

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RECORDED: 08/15/2022

**PATENT
REEL: 060807 FRAME: 0434**