

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GABRIEL PEAL	07/26/2022
ASIM KADAV	07/26/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TONAL SYSTEMS, INC.
<b>Street Address:</b>	617 BRYANT STREET
<b>City:</b>	SAN FRANCISCO,
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94107
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17825957
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<b>ATTORNEY DOCKET NUMBER:</b>	RIPTP046
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER C. TAN
<b>SIGNATURE:</b>	/Christopher C. Tan/
<b>DATE SIGNED:</b>	09/08/2022
<b>Total Attachments: 3</b>	
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**COMBINED ASSIGNMENT/DECLARATION OF PATENT APPLICATION**

**ASSIGNMENT**

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

**EXERCISE MACHINE RESISTANCE IDENTIFIER**

for which I (we) have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on May 26, 2022, and which bears the Application No. 17/825,957 (the "APPLICATION");

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventor(s) hereby:

1) Sell, assign, and transfer to Tonal Systems, Inc., a(n) Delaware corporation having a place of business at 617 Bryant Street, San Francisco, CA 94107, United States of America, (hereinafter referred to as "ASSIGNEE"), the entire worldwide right, title and interest in and to: (a) the APPLICATION; (b) any application to which the APPLICATION claims priority and any application at least in part based upon the APPLICATION; (c) all provisional, utility, divisional, continuation, continuation-in-part, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; (e) any and all improvements and inventions disclosed in (a), (b), (c), and (d) above; (f) all rights of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of any provisional rights; and (g) all claims for past, present and future infringement of any patent in (d) above, including all rights to sue for and to receive and recover for the ASSIGNEE's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of any patent in (d) above.

2) Authorize and request the issuance of any and all patent(s) resulting from any of said applications or any division(s), continuation(s), continuation-in-part(s), substitutes(s), reissue(s), or other related application(s) thereof, which have been or may be filed in the United States or elsewhere in the world, to the ASSIGNEE.

3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said APPLICATION, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications. Such acts shall include (a) executing all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to the ASSIGNEE the rights, titles and interests herein conveyed; (b) communicating to the ASSIGNEE all known facts relating to any subject matter disclosed in the APPLICATION or any application or patent related to the APPLICATION; and (c) generally doing all lawful acts that the ASSIGNEE shall consider desirable for securing,

maintaining, and enforcing worldwide patent protection and for vesting in the ASSIGNEE the rights, titles, and interests herein conveyed.

4) Agree that the terms, covenants and conditions of this Assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.

5) Warrant and represent that I/we have the rights, titles, and interests to convey as set forth herein, and have not entered, and will not enter into any assignment, grant, mortgage, license, contract, agreement, or understanding that conflicts with this Assignment.

6) Grant any attorney or agent of Van Pelt, Yi & James LLP, or any attorney or agent of record, the power to insert or complete in this document any information or identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document, including without limitation by entering the application number and/or filing date, if required, in the space provided in the following parentheses (Application No. \_\_\_\_\_ ; Filed on \_\_\_\_\_ ).

### **DECLARATION (37 CFR § 1.63)**

As a below-named inventor, I declare that:

The APPLICATION was made or authorized to be made by me;

I believe that I am the original inventor or an original joint inventor of a claimed invention in the APPLICATION;

I have reviewed and understand the contents of the APPLICATION, including the claims;

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in 37 CFR § 1.56, which for a continuation-in-part includes information known to me to be material to patentability as defined in 37 CFR § 1.56 that became available between the filing date of the prior patent application and the National or PCT filing date of the continuation-in-part application; and

I hereby acknowledge that any willful false statement made in this Declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

This Assignment and Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same instrument. Signed on the date(s) indicated beside my (our) signature(s).

Full name of inventor	Gabriel Peal	
Signature of inventor	<small>DocuSigned by:</small> / <i>Gabriel Peal</i> / <small>79A75A4F190F454...</small>	Date: <u>7/26/2022</u>

Full name of inventor	Asim Kadav	
Signature of inventor	<small>DocuSigned by:</small> / <i>Asim Kadav</i> / <small>2FB41E2163234E5...</small>	Date: <u>7/26/2022</u>