

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7564128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KUSHA KARVANDI	06/26/2020
RECEIVING PARTY DATA	
Name:	ORANGUTAN ORGANIZATION, INC.
Street Address:	85 WEST STREET
City:	WALPOLE
State/Country:	MASSACHUSETTS
Postal Code:	02081
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29854852
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:	kstrauss@brookskushman.com
Correspondent Name:	BROOKS KUSHMAN / THRASIO
Address Line 1:	1000 TOWN CENTER
Address Line 2:	22ND FLOOR
Address Line 4:	SOUTHFIELD, UNITED STATES 48075
ATTORNEY DOCKET NUMBER:	THRP0129DUS2
NAME OF SUBMITTER:	ISHEETA T. PATEL
SIGNATURE:	/ISHEETA T. PATEL/
DATE SIGNED:	09/28/2022
Total Attachments: 10 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of June 26, 2020 (the “**Effective Date**”), is entered by and among EXERSCRIBE, INC., an Arizona corporation (the “**Company**”), EXERSCRIBE IP LLC, a Wyoming limited liability corporation (“**Company Affiliate**”), KUSHA KARVANDI, an individual (“**Principal 1**”), KELLEY KARVANDI, an individual (“**Principal 2**” and together with the Company, Company Affiliate and Principal 1, the “**Assignors**”), and ORANGUTAN ORGANIZATION, INC., a Delaware corporation (“**Assignee**”) pursuant to that certain asset purchase agreement, dated June 26, 2020, by and among Assignee and, Assignor (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Buyer and the Sellers 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), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

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, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor’s right, title and interest in and to the following which relate to, or are used or held for use in connection with, the Business and not the Other Businesses (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 set forth in Exhibit A attached hereto (collectively, the “**Copyrights**”);

b. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, set forth in Exhibit B attached hereto (collectively, the “**Patents**”);

c. 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 Assignor connected with and symbolized by such trademarks, set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

d. all internet websites and internal domain names set forth on Exhibit D attached hereto (collectively, the “**Domain Names**”);

e. all social media pages and accounts, together with the associated usernames and passwords, set forth on Exhibit E attached hereto (collectively, the “**Social Media Accounts**”);

f. 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;

g. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, 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**”);

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

i. 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. Recordation and Further Actions - Assignor 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.

3. Further Assurances - Following the date hereof, upon Assignee's request, Assignor 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.

4. Entire Agreement - This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby, 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.

5. 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

6. 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.

7. 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 8.14 and 8.15 of the Purchase Agreement.

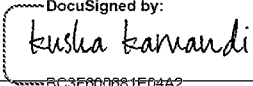
8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is 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.

[remainder of page left intentionally blank]

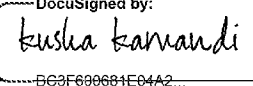
IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

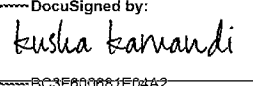
ASSIGNORS:

EXERSCRIBE, INC.

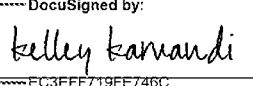
By:  DocuSigned by:
BC3F600681E04A2...
Name: Kusha Karvandi
Title: Shareholder

EXERSCRIBE IP LLC

By:  DocuSigned by:
BC3F600681E04A2...
Name: Kusha Karvandi
Title: Member

 DocuSigned by:
BC3F600681E04A2...

KUSHA KARVANDI

 DocuSigned by:
EC3EFF719FE746C...

KELLEY KARVANDI

ASSIGNEE:

ORANGUTAN ORGANIZATION, INC.

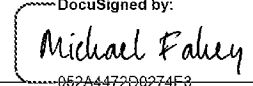
By:  DocuSigned by:
062A4472D09274E3...
Name: Michael Fahey
Title: Secretary

EXHIBIT A
Copyrights

None.

EXHIBIT B
Patents

Patents							
Registered/ Unregistered	Country / Region	Application Number	Patent Number	Type (Design or Utility)	Patent Issue Date	Expiry Date	Inventor Name
Registered	USA	29 / 554,394	D810,843	Design	Feb . 20 , 2018	15 years	Kusha Karvandi
Registered	USA	29 / 602,621	D853,501	Design	July 9, 2019	15 years	Kusha Karvandi
Registered	USA	29 / 613,016	D843,525	Design	Mar . 19 , 2019	15 years	Kusha Karvandi
Registered	USA	29 / 641,826	D828,467	Design	Sep . 11 , 2018	15 years	Kusha Karvandi
Registered	USA	29 / 670,061	D856,444	Design	Aug 13, 2019	15 years	Kusha Karvandi

Patents							
Registered/ Unregistered	Country / Region	Application Number	Patent Number	Type (Design or Utility)	Patent Issue Date	Expiry Date	Inventor Name
Pending	USA	16 /126,330	N/A	Utility	N/A	N/A	Kusha Karvandi

EXHIBIT C
Trademarks

Registered Trademarks

Serial Number	Reg. Number	Mark	Status	Type	Next Step
86768327	4982356	<u>BFR BANDS</u> <u>BLOOD FLOW</u> <u>RESTRICTION</u> <u>TRAINING</u>	Active	Design Mark	Jun. 21, 2021
86645803	4861361	BFR BANDS BLOOD FLOW RESTRICTION TRAINING	Active	Wordmark	Nov. 24, 2020
87743773	5539977	Occlusion Training Bands	Active	Design Mark	Aug. 14, 2023
86659199	4861368	Occlusion Training Bands	Active on Supplemental Registry	Wordmark	Nov. 24, 2020
87424187	5349459	BFR Bands Pro	Active	Wordmark	Dec. 05, 2022

87876199	<u>5641293</u>	BFR Bands	Active	Design Mark	Jan. 01, 2024
87744720	5488570	BFR Bands	Active on Supplemental Registry	Design Mark	Jun. 05, 2023

Unregistered Trademarks

TRADEMARKS				
Mark	Type	Application Number (if any)	First Use Date	First Use in Commerce
BFR Bands	Wordmark	88642311	Jun. 01, 2014	Jun. 01, 2014

EXHIBIT D
Domain Names

(iii) SOFTWARE:

Google Suite for BFR Bands

Linktree

Woocommerce

Shopify

Vidalytics

Drip

Kinsta

Websites:

www.bfrbands.com

www.bfrshop.com

www.bootygym.com

www.facebook.com/bfrbands

www.youtube.com/bfrbands

www.instagram.com/bfr_bands

EXHIBIT E

Social Media Accounts

None.