

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7867197

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
JAYFLEX FITNESS LLC		03/21/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NOHO COMMERCE, INC.	
<b>Street Address:</b>	30 COOPER SQUARE, 10TH FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10030	
<b>PROPERTY NUMBERS Total: 12</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	62712187	
Patent Number:	10744369	
Patent Number:	D937371	
Application Number:	62980067	
Application Number:	17179257	
Application Number:	29771086	
PCT Number:	IB2021051448	
Application Number:	63184681	
Application Number:	17736838	
Application Number:	29844177	
PCT Number:	IB2022054179	
Application Number:	62656573	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)646-8646	
<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>Phone:</b>	6176468000	
<b>Email:</b>	jeanne.chub@wolfgreenfield.com	
<b>Correspondent Name:</b>	WOLF, GREENFIELD AND SACKS, P.C.	
<b>Address Line 1:</b>	600 ATLANTIC AVENUE	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110	

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	N0678.40001US00
<b>NAME OF SUBMITTER:</b>	JEANNE W. CHUB
<b>SIGNATURE:</b>	/Jeanne W. Chub/
<b>DATE SIGNED:</b>	03/27/2023
<b>Total Attachments: 4</b> source=N067840001US00-ASI-REH#page1.tif source=N067840001US00-ASI-REH#page2.tif source=N067840001US00-ASI-REH#page3.tif source=N067840001US00-ASI-REH#page4.tif	

## ASSIGNMENT AGREEMENT

This Assignment Agreement (this "**Assignment**"),  
dated as of March 21, 2023 (the "**Effective Date**"),  
is made by Jayflex Fitness LLC ("**Assignor**"), having an address of  
3027 S Willow Creek Dr, Saratoga Springs, Utah 84045  
and NoHo Commerce, Inc. ("**Assignee**") having an address of  
30 Cooper Square, 10<sup>th</sup> Floor, New York, New York 10003.

WHEREAS, Assignor and Assignee have entered into a Purchase Agreement (the "**Purchase Agreement**");

WHEREAS, Assignor owns all of the rights, title, and interest in and to the **Assigned Patent Rights** (as defined herein);

WHEREAS pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "**Agencies**"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor irrevocably conveys, transfers and assigns to Assignee, and Assignee accepts from Assignor, all of Assignor's right, title, and interest in and to the following:
  - a. The patent(s) and/or patent application(s) set forth in **Schedule 1**, attached hereto, including all inventions and designs disclosed in the patent application and all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights based thereon which have been or shall be filed in in any country on any of the inventions and designs; and all original and reissued patents which have been or shall be issued in any jurisdiction on the inventions and designs, including the right to apply for patent rights in each such country and all rights to priority; as well as the right to sue in Assignee's own name and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs (collectively, the "**Assigned Patent Rights**");
  - b. All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - c. Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- d. Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation and Further Actions.** Assignor authorizes the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patent Rights to Assignee, or any assignee or successor thereto.
3. **Letters Patent.** Assignor requests the Director of the United States Patent and Trademark Office and foreign patent authorities to issue Letters Patent or other intellectual property rights, including foreign patents, related to the Assigned Patent Rights to Assignee.
4. **Further Assurances.** Assignor covenants with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor.
5. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, and Assignee (as applicable) with respect to the Assigned Patent Rights. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.
6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
7. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Governing Law.** This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

Jayflex Fitness LLC

DocuSigned by:

*Ethan Abbott*

CB04525895394CZ

Ethan Abbott, Authorized Signatory

**ASSIGNEE:**

NoHo Commerce, Inc.

DocuSigned by:

*Rob Solomon*

797098F9516445D

Rob Solomon, Authorized Signatory

**Schedule 1**

Invention	Country	Application No.	Patent No.	Filing Date
PULLUP HANDLES	USA	62/712187		7/30/2018
EXERCISE HANDLES	USA	16/382893	US10744369	4/12/2019
EXERCISE HANDLE	USA	29/699168	USD937371	7/23/2019
DOORWAY PULLUP HANDLE	USA	62/980067		2/21/2020
DOORWAY PULLUP HANDLE	USA	17/179257		2/18/2021
DOORWAY PULLUP HANDLE	USA	29/771086		2/19/2021
DOORWAY PULLUP HANDLE	PCT	PCT/IB2021/051448		2/19/2021
EXERCISE EQUIPMENT	USA	63/184681		5/05/2021
EXERCISE EQUIPMENT CLAMP AND HANDLES	USA	17/736838		5/04/2022
EXERCISE EQUIPMENT	USA	29/844177		6/27/2022
EXERCISE EQUIPMENT	PCT	PCT/IB2022/054179		5/05/2022
TWO HANDLES USED AS PULL- UP BARS THAT LOCK ONTO A DOOR-FRAME AND ARE A MULTI- GUM	USA	62/656,573		4/12/2018