

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7900711

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STACYC, INC.	03/04/2019
RECEIVING PARTY DATA	
Name:	STACYC, INC.
Street Address:	5049 EDWARDS RANCH ROAD
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76109
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18300077
CORRESPONDENCE DATA	
Fax Number:	(414)277-0656
<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:	4142716560
Email:	mkeipdocket@michaelbest.com
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP
Address Line 1:	790 N. WATER STREET
Address Line 2:	SUITE 2500
Address Line 4:	MILWAUKEE, WISCONSIN 53202-4108
ATTORNEY DOCKET NUMBER:	888233-0003-US05
NAME OF SUBMITTER:	JODI ANDERSON
SIGNATURE:	/jodi anderson/
DATE SIGNED:	04/13/2023
Total Attachments: 5	
source=Assignment - Stacyc CA to Stacyc DE - AF - 888233-0003-US05#page1.tif	
source=Assignment - Stacyc CA to Stacyc DE - AF - 888233-0003-US05#page2.tif	
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PATENT ASSIGNMENT – STACYC, INC. TO STACYC, INC.

WHEREAS, STACYC, INC. (“Assignor”), a California corporation having an address of 42065 Zevo Drive, Suite B11/B12, Temecula, CA 92590, owns all right, title, and interest in and to the patents and patent applications listed in the attached Schedule A (the “Assigned Patents”);

WHEREAS, STACYC, INC. (“Assignee”), a Delaware corporation having an address of 5049 Edwards Ranch Road, Fort Worth, TX 76109 is acquiring certain of the assets of Assignor, including the Assigned Patents, pursuant to an asset purchase agreement dated March 4, 2019 (the “Asset Purchase Agreement”); and

WHEREAS, in connection with such Asset Purchase Agreement, Assignee shall acquire all rights in and to the Assigned Patents and all continuations, continuations-in-part, divisions, or renewals thereof, all patents that may be granted therefrom, all reissues, re-examinations, or extensions of such patents, and in and to any applications that have been or shall be filed in any foreign countries claiming priority thereto, and all patents or utility models of foreign countries that may be granted therefrom, along with the right to recover for damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Asset Purchase Agreement, the sufficiency of which is acknowledged by Assignor, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Assigned Patents and all continuations, continuations-in-part, divisions or renewals thereof, all patents that may be granted therefrom, all reissues or extensions of such patents, and in and to any applications that have been or shall be filed in any foreign countries claiming priority thereto, and all patents or utility models of foreign countries that may be granted therefrom, together with

any and all claims or causes of infringement thereof that may have accrued prior to and/or after the effective date of this assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

From time to time, as and when requested by a party hereto, each party hereto shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary to consummate the transactions contemplated by this assignment.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this assignment effective as of 3/4/2019.

STACYC, INC.,
a California corporation

By: [Signature]
Name: PHILLIP BURKE
Title: CEO & CO- FOUNDER

Per se Attached Document
Personally came before me this _____ day of
March, 2019, the above-named _____
_____, who executed the foregoing
instrument and acknowledged the same.

Name: Julie Jones
Notary Public, State of CALIFORNIA
My Commission Expires: 3-13-2021

STACYC, INC.,
A Delaware corporation

By: _____
Name: _____
Title: _____

Personally came before me this _____ day of
March, 2019, the above-named _____
_____, who executed the foregoing
instrument and acknowledged the same.

Name: _____
Notary Public, State of _____
My Commission Expires: _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Riverside)

On March 1, 2019 before me, Julie Jones Notary Public
(Print in full name and title of the officer)

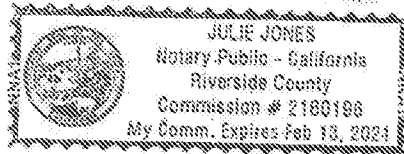
personally appeared Phillip Burke
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Julie Jones
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Patent Assignment
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

- _____
(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-- is *him*) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

any and all claims or causes of infringement thereof that may have accrued prior to and/or after the effective date of this assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

From time to time, as and when requested by a party hereto, each party hereto shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary to consummate the transactions contemplated by this assignment.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this assignment effective as of March 4, 2019.

STACYC, INC.,
a California corporation

STACYC, INC.,
A Delaware corporation

By: _____
Name: _____
Title: _____

By: Paul J. Jones
Name: Paul J. Jones
Title: _____

Personally came before me this ____ day of March, 2019, the above-named _____, who executed the foregoing instrument and acknowledged the same.

Personally came before me this 1st day of March, 2019, the above-named Paul J. Jones, who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of _____
My Commission Expires: _____

Name: Melissa M. Guzman
Notary Public, State of Wisconsin
My Commission Expires: 01/17/2023



SCHEDULE A: ASSIGNED PATENTS

Country	Patent No. Appl. No.	Issue Date Filing Date	Title
US	N/A 62/048,834	N/A 11-Sep-2014	Motorized Running Cycle
US	9,937,975 14/850,738	10-Apr-2018 10-Sep-2015	Motorized Running Cycle
US	N/A 15/949,026	N/A 9-Apr-2018	Convertible Motorized Running Cycle
PCT	N/A PCT/US2015/049679	N/A 11-Sep-2015	Motorized Running Cycle
AU	N/A 2015314858	N/A 29-Mar-2017	Motorized Running Cycle
CN	N/A 201580063099.2	N/A 10-May-2017	Motorized Running Cycle
EP	N/A 15839453.6	N/A 7-Apr-2017	Convertible Motorized Running Cycle

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