

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8187415

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATMARKET, LLC	01/01/2023
RECEIVING PARTY DATA	
Name:	INSITE PERFORMANCE, LLC
Street Address:	3612 LAFAYETTE ROAD, DEPT. 5
City:	PORTSMOUTH
State/Country:	NEW HAMPSHIRE
Postal Code:	03801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16158395
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	cupery@patentspace.net
Correspondent Name:	PETER D. SLEMAN
Address Line 1:	4400 ROUTE 9 SOUTH SUITE 1000
Address Line 4:	FREEHOLD, NEW JERSEY 07728
ATTORNEY DOCKET NUMBER:	MATMARKET 3.0-001
NAME OF SUBMITTER:	PETER D. SLEMAN
SIGNATURE:	/Peter D. Sleman/
DATE SIGNED:	09/26/2023
Total Attachments: 12	
source=REDACTED - MM - Insite - Assignment of Rights and Assumption of Liabilites (2023.09)#page1.tif	
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ASSIGNMENT OF RIGHTS AND ASSUMPTION OF LIABILITIES

WHEREAS, Matmarket, LLC, a New Hampshire limited liability company having a principal place of business at 3612 Lafayette Road, Suite 5, Portsmouth, New Hampshire 03801 ("Matmarket") is the sole member of Insite Performance, LLC, a New Hampshire limited liability company having a principal place of business at 3612 Lafayette Road, Suite 5, Portsmouth, New Hampshire 03801 ("Insite");

WHEREAS, Matmarket desires to distribute to Insite certain property and assets related to Matmarket's footbed business (the "Business"), subject to Insite's assumption of certain liabilities of Matmarket related to the Business, all upon and subject to the terms and conditions set forth in this Assignment of Rights and Assumption of Liabilities (this "Agreement"); and

WHEREAS, Insite is willing to accept said distribution and to assume said liabilities, all upon and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the covenants and other terms and conditions set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Matmarket and Insite hereby agree as follows:

1. Assigned Assets. Effective as of the Effective Date (as defined below), Matmarket hereby distributes, assigns, and transfers to Insite, its successors and assigns, all of Matmarket's right, title, and interest in and to the contracts (the "Assigned Contracts") and the other property and assets set forth in *Exhibit A* attached hereto (collectively, including the Assigned Contracts, the "Assigned Assets"), free and clear of all security interests, liens, and other encumbrances of any third party. For the avoidance of doubt, no other contracts, property, or assets of Matmarket are distributed, assigned, or transferred to Insite.
2. Liabilities. Insite hereby agrees to and does hereby assume all of Matmarket's liabilities and obligations listed and described in *Exhibit B* attached hereto (the "Assumed Liabilities"). For the avoidance of doubt, Insite assumes no other liabilities or obligations of Matmarket.
3. Purchase Orders.
 - (a) All purchase orders related to the Business which are accepted by Matmarket, or accepted by Matmarket's non-Insite subsidiaries, prior to the Effective Date shall belong to Matmarket, and Matmarket shall be responsible for filling such purchase orders and any warranty or other claims pertaining to such purchase orders. For the avoidance of doubt, such purchase orders shall not be included in the Assigned Contracts and Matmarket's obligations under such purchase orders shall not be included in the Assumed Liabilities.
 - (b) All purchase orders related to the Business which are accepted by Insite, or accepted by Insite's subsidiaries, on or after the Effective Date shall belong to Insite, and

Insite shall be responsible for filling such purchase orders and any warranty or other claims pertaining to such purchase orders.

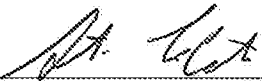
4. General Provisions.

- (a) Further Assurances. Contemporaneously with the execution and delivery of this Agreement, Matmarket shall execute and deliver to Insite (i) an assignment of the patents and patent applications included in the Assigned Assets, and (ii) an assignment of the trademarks and trademark applications included in the Assigned Assets, each such assignment to be in such form and substance as shall be satisfactory to Matmarket. From time to time after the execution hereof, each party will, without additional consideration, execute and deliver such further instruments or documents and take such further action or actions, as may be reasonably requested by the other party in order to carry out and consummate the transactions provided for in this Agreement.
- (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements, covenants, understandings, representations, warranties, and undertakings, whether written or oral, between them regarding such matters.
- (c) Amendment of Agreement. This Agreement may be altered or amended in whole or in part at any time, but only by a written instrument setting forth such changes and executed by the parties hereto or their respective successors or permitted assigns.
- (d) Governing Law. This Agreement and all rights, remedies, and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New Hampshire without regard to its conflict of law provisions.
- (e) Severability. Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. If there is any conflict between any provision of this Agreement and any statute, law, ordinance, order, rule, or regulation, the latter shall prevail; provided, that any such conflicting provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements and the remainder of this Agreement shall not be affected thereby.
- (f) Binding Agreement. This Agreement and all of the terms, conditions, rights, and covenants contained herein shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns, to the same extent and with the same legal effect as if all of said parties had executed this Agreement and had expressly agreed to be bound hereby.

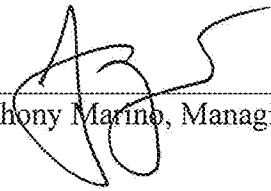
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Matmarket and Insite have executed this Assignment of Rights and Assumption of Liabilities, effective as of January 1, 2023 (the "Effective Date").

Matmarket, LLC

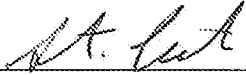


Witness

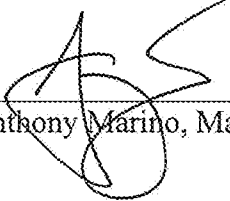
By: 

Anthony Marino, Managing Member

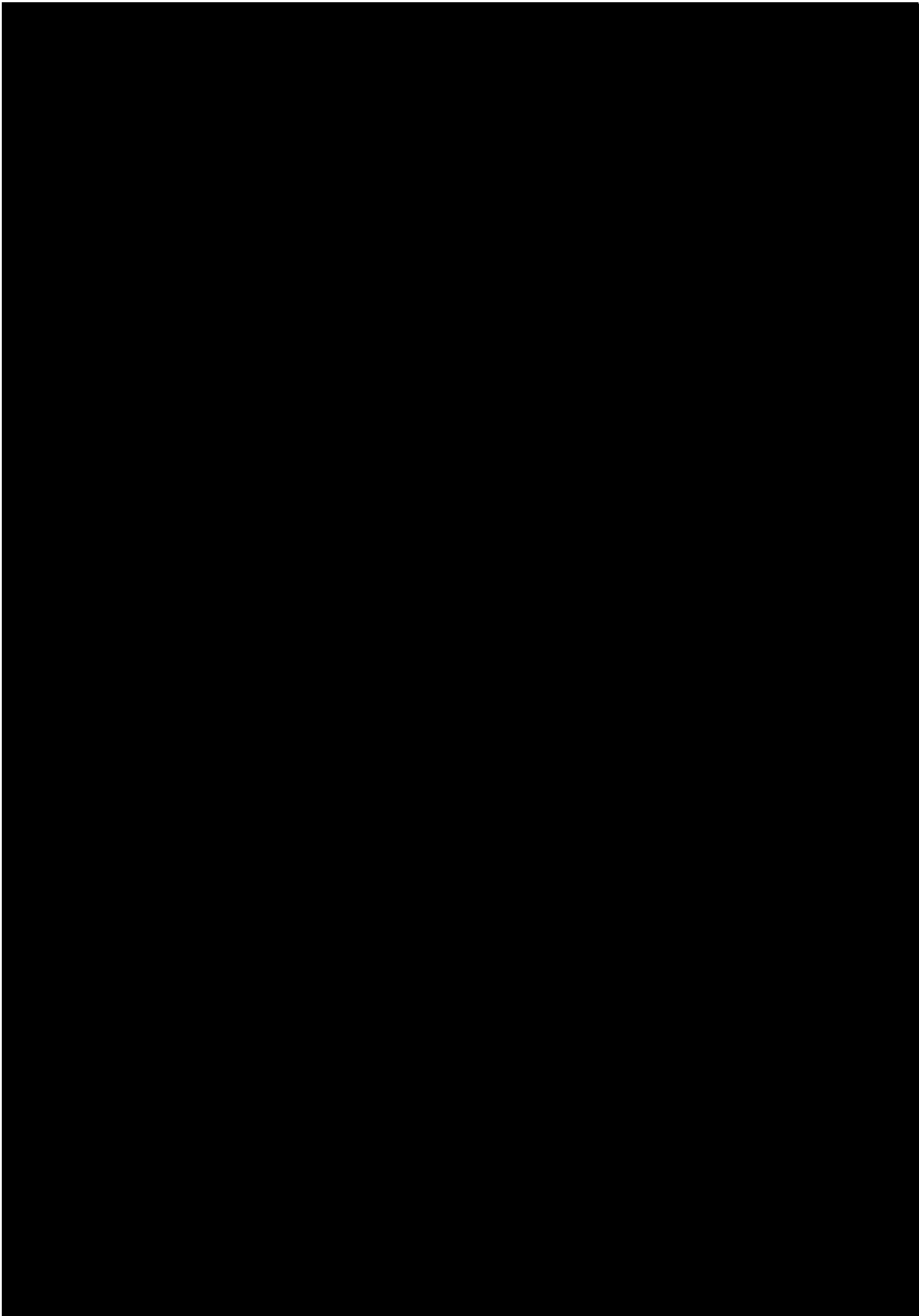
Insite Performance, LLC



Witness

By: 

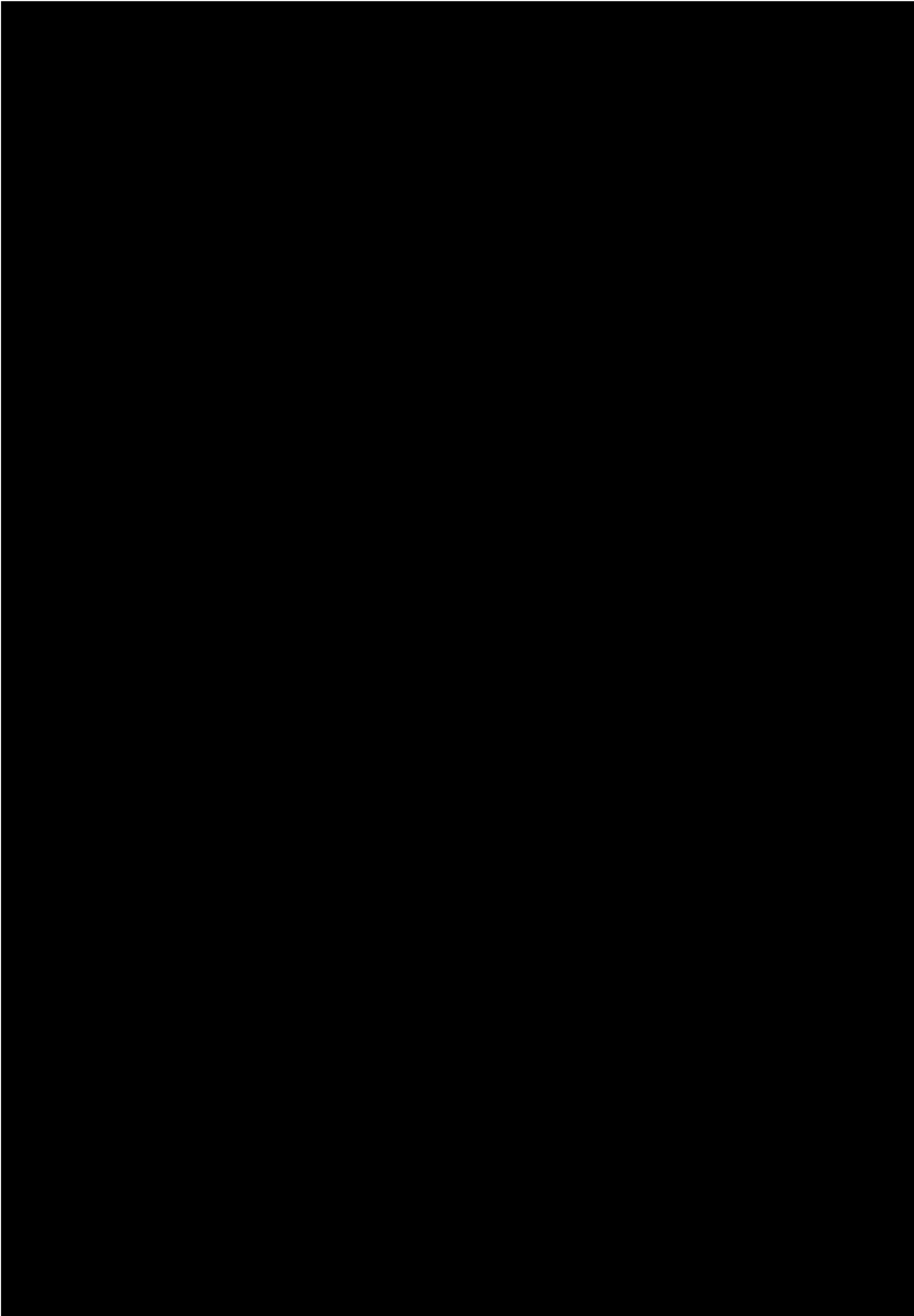
Anthony Marino, Manager



**EXHIBIT A-1
TO
ASSIGNMENT OF RIGHTS AND ASSUMPTION OF LIABILITIES**

Patents and Patent Applications

Attorney Reference	Serial No.	Filing Date	Title
Matmarket 1.0-001	62/677,582	5/29/2018	HIGH PERFORMANCE FOOTBED AND METHOD OF MANUFACTURING SAME
Matmarket 1.0-003	63/039,779	6/16/2020	MODULAR FOOTBED ASSEMBLIES AND METHOD OF MANUFACTURING SAME
Matmarket 1.0-004	63/214,332	6/24/2021	FOOTBEDS WITH IMPROVED CUSHIONING, STABILITY AND COMFORT AND METHODS OF MAKING SAME
Matmarket 3.0-001	16/158,395	10/12/2018	HIGH PERFORMANCE FOOTBED AND METHOD OF MANUFACTURING SAME
MATMARKET 3.0-001 CON	16/845,036	4/9/2020	HIGH PERFORMANCE FOOTBED AND METHOD OF MANUFACTURING SAME
MATMARKET 3.0-001 CON CON	18/052,120	11/3/2022	HIGH PERFORMANCE FOOTBED AND METHOD OF MANUFACTURING SAME
Matmarket 3.0-003	17/308,957	5/5/2021	MODULAR FOOTBED ASSEMBLIES AND METHOD OF MANUFACTURING SAME
Matmarket 3.0-004	17/837,333	6/10/2022	FOOTBEDS WITH IMPROVED CUSHIONING, STABILITY AND COMFORT AND METHODS OF MAKING SAME
Matmarket 3.3-001 CA	3100918.00		High Performance Footbed And Method Of Manufacturing Same
Matmarket 3.3-001 CN	201980036067.10	5/28/2019	High Performance Footbed And Method Of Manufacturing Same
Matmarket 3.3-001 EP	19810145.30	5/28/2019	High Performance Footbed And Method Of Manufacturing Same
Matmarket 3.3-001 JP	2021-517555	5/28/2019	High Performance Footbed And Method Of Manufacturing Same
Matmarket 3.3-001 VN	1-2020-07496	5/28/2019	High Performance Footbed And Method Of Manufacturing Same
Matmarket 3.4-001	PCT/US19/34197	5/28/2019	HIGH PERFORMANCE FOOTBED AND METHOD OF MANUFACTURING SAME.
Matmarket 3.4-003	PCT/US21/35312	6/1/2021	Modular Footbed Assemblies And Method Of Manufacturing Same
Matmarket 3.4-003 CA			MODULAR FOOTBED ASSEMBLIES AND METHOD OF MANUFACTURING SAME
Matmarket 3.4-003 CN			MODULAR FOOTBED ASSEMBLIES AND METHOD OF MANUFACTURING SAME
Matmarket 3.4-003 EP	21825700.40		MODULAR FOOTBED ASSEMBLIES AND METHOD OF MANUFACTURING SAME
Matmarket 3.4-003 JP	2022-577300		MODULAR FOOTBED ASSEMBLIES AND METHOD OF MANUFACTURING SAME
Matmarket 3.4-003 VN			MODULAR FOOTBED ASSEMBLIES AND METHOD OF MANUFACTURING SAME
Matmarket 3.4-004	PCT/US22/32973	6/10/2022	FOOTBEDS WITH IMPROVED CUSHIONING, STABILITY AND COMFORT AND METHODS OF MAKING SAME
Matmarket 3.8-002	62/811,345	2/27/2019	THREE-LAYER FOOTWEAR UPPER MATERIAL WITH ENGINEERED PERFORATIONS AND FUNCTIONAL EMBOSES
Matmarket-0005USP1	63/412,607	10/3/2022	MEASUREMENT DEVICE AND METHODS OF USING SAME



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