

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8195073

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TODD E. WITTENBROCK	11/03/2022
RECEIVING PARTY DATA		
Name:	KLW FITNESS PRODUCTS, LLC	
Street Address:	1612 NEWCASTLE ST	
Internal Address:	STE 223	
City:	BRUNSWICK	
State/Country:	GEORGIA	
Postal Code:	31520	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17517652
CORRESPONDENCE DATA		
Fax Number:	(561)300-2085	
<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:	diana@miplegal.com	
Correspondent Name:	DIANA MEDEROS	
Address Line 1:	7000 W PALMETTO PARK RD	
Address Line 2:	STE 210	
Address Line 4:	BOCA RATON, FLORIDA 33434	
ATTORNEY DOCKET NUMBER:	566-001	
NAME OF SUBMITTER:	DIANA MEDEROS	
SIGNATURE:	/diana mederos/	
DATE SIGNED:	09/28/2023	
Total Attachments: 5		
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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made and entered into this 3rd day of November, 2022, by and between (i) **TODD E. WITTENBROCK**, an individual residing in the State of California ("Assignor"), on the one hand, and (ii) **KLW FITNESS PRODUCTS, LLC**, a Georgia limited liability company ("Assignee"), on the other hand.

WITNESSETH:

WHEREAS, Pro Fitness Concepts, LLC, a Wyoming limited liability company ("PFC"), and Assignee are parties to that certain Asset Purchase Agreement dated as of November 3, 2022 (the "Purchase Agreement"), pursuant to which PFC has agreed to sell to Assignee, and Assignee has agreed to purchase from PFC, the Purchased Assets;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in, to and under the Wittenbrock Patents as more specifically described on Exhibit A attached hereto (hereinafter referred to, collectively, as the "Patents"); and

WHEREAS, Assignor and Assignee desire to provide for the assignment of the Patents to Assignee in accordance with the terms and conditions contained herein for recording with Government Entities including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Assignor does hereby irrevocably bargain, sell, transfer, convey, assign and deliver to Assignee, its successors and assigns, all right, title, and interest of Assignor in and to the Patents, together with the goodwill associated therewith and which is symbolized thereby, all rights to sue for infringement of any of the Patents, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the Laws now or hereafter in effect in the United States and in any other jurisdiction, in each case from and after the Closing.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, for their own exclusive use and benefit forever.

2. **Acceptance and Assumption.** Assignee does hereby accept, and acknowledge the receipt of, the assignment by Assignor of all right, title, and interest of Assignor in and to the Patents, together with the goodwill associated therewith and which is symbolized thereby, all rights to sue for infringement of any of the Patents, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the Laws now or hereafter in effect in the United States and in any other jurisdiction, in each case from and after the Closing.

3. **Effective Time.** This Assignment shall be deemed to be effective immediately upon the Closing of the Transaction contemplated by the Purchase Agreement.

4. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials of any state or country or countries foreign to the United States, to record and register this Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Patents are properly assigned to Assignee, or any assignee or successor thereto.

5. **Governing Law; Submission to Jurisdiction.** Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Any legal suit, action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in Hillsborough County, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. In the event there is any legal suit, action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby, then the prevailing party in such legal suit, action or proceeding (including any appellate proceeding) shall be entitled to recover its costs and reasonable attorney fees from the non-prevailing party.

6. **Execution of Assignment.** A party may deliver executed signature pages to this Assignment by facsimile transmission or by electronic mail transmission to the other party, and may bear signatures affixed electronically (i.e. DocuSign or any electronic signature platform complying with the U.S. federal SIGN Act of 2000), which facsimile copy or electronic copy shall be deemed to be an original executed signature page. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page. This Assignment shall not be binding upon any party unless and until executed by all parties. At the request of any party, the other party shall confirm facsimile or email transmissions by executing duplicate original documents and delivering the same to the requesting party.

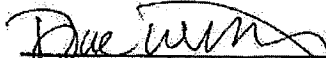
7. **Capitalized Terms.** Capitalized terms used in this Assignment (including Exhibit A attached hereto) and not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

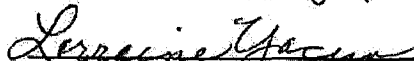
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.


ASSIGNOR:

Witnesses:


Print Name: Diane Wittenbrock

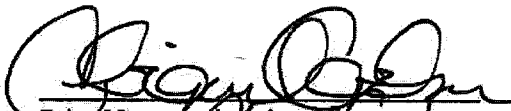

Print Name LORRAINE YACOW


By:


Todd E. Wittenbrock

[Signature Page to Assignment of Patents]

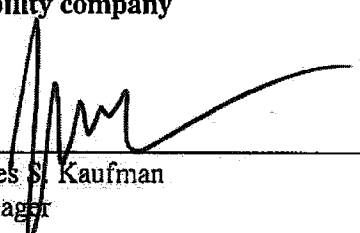
Witnesses:


Print Name: Abigail Adams


Print Name: Melissa Oliver

ASSIGNEE:

**KLW FITNESS PRODUCTS, LLC, a Georgia
limited liability company**

By: 
Name: James S. Kaufman
Title: Manager

[Signature Page to Assignment of Patents]

Exhibit A

PATENTS

The BURN180 Patent is for a suction-cup based re-positionable fitness apparatus that uses resistance bands in various resistance weights to complete fitness routines that can be muscle or specific groups of muscles based on the location you position the suction cup plate on a wall.

U.S. non-provisional patent application 17/517,652 executed on November 2, 2021 and U.S. provisional application 63/109,962 filed with the USPTO on November 3, 2020

IC 028. US 022 023 038 050. G & S: Accessory attachments for manually-operated exercise equipment being resistance bands for increasing muscle resistance; Aerobic steps; Athletic sporting goods, namely, athletic wrist and joint supports; Balls for sports; Body-training apparatus; Exercise balls; Exercise equipment in the nature of straps that are affixed to cable machines, exercise equipment, doors, or walls for performance of weight resistance exercises; Exercise machines; Exercise weights; Foam exercise rollers; Handle grips for sporting equipment; Manually-operated exercise equipment for physical fitness purposes; Physical fitness equipment, namely, repositionable suction cup resistance system, resistance machines, weight lifting machines, ankle straps, handle pulls, pulleys, exercise bars, exercise bands, resistance cables, and stretch bands; Stretching exercise machines; Waist trimmer exercise belts