

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8313479

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GRASSROOTS PT EQUIPMENT, LLC	08/10/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GRASSROOTS PHYSICAL THERAPY LLC
<b>Street Address:</b>	482 N COTTONWOOD RD
<b>City:</b>	BOZEMAN
<b>State/Country:</b>	MONTANA
<b>Postal Code:</b>	59718
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17405576
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)328-1707
<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>	18015339800
<b>Email:</b>	rlturner@wnlaw.com
<b>Correspondent Name:</b>	WORKMAN NYDEGGER
<b>Address Line 1:</b>	60 EAST SOUTH TEMPLE, SUITE 1000
<b>Address Line 4:</b>	SALT LAKE CITY, UTAH 84111
<b>ATTORNEY DOCKET NUMBER:</b>	22408.2.1
<b>NAME OF SUBMITTER:</b>	PETER F. MALEN, JR.
<b>SIGNATURE:</b>	/Peter F. Malen, Jr./
<b>DATE SIGNED:</b>	12/06/2023
<b>Total Attachments: 4</b>	
source=22408-3 Asset Purchase Agreement.Grassroots-executed#page1.tif	
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## *Asset Purchase Agreement*

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made and entered into effective as of August 10, 2023 by and between Grassroots PT Equipment, LLC, a Utah limited liability company (the "*Seller*") and Grassroots Physical Therapy LLC, a Montana limited liability company ("*Buyer*").

### *Recitals*

Subject to the terms and conditions of this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase, assume and acquire from Seller, certain of the assets, obligations and rights owned by Seller.

### *Agreement*

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. *Purchase and Sale of Assets.* Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, the following tangible and intangible assets owned by Seller (collectively, the "*Purchased Assets*");

(a) *Intellectual Property.* All intellectual property owned by or licensed to the Company, and all rights related thereto, including without limitation the intellectual property listed on Schedule A.

2. *No Assumption of Liabilities.* Buyer shall not assume, and shall not be obligated to pay, perform or discharge, any liabilities of Seller.

3. *Representations and Warranties.* Each Party represents and warrants to the other that it has all necessary or requisite power and authority to execute and deliver this Agreement and to consummate the transactions provided for herein and therein. The person signing below on behalf of each Party has authority to do so, and upon execution this Agreement constitutes the legal, valid and binding obligation of each Party in accordance with its terms, except that such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting the rights and remedies of creditors generally, and by general principles of equity.

1. *Further Assurances.* Upon request, from time to time, each Party agrees that it shall (or direct its agents to, if applicable) execute and deliver all documents and do all other acts that may be necessary or desirable in the reasonable opinion of the other Party to consummate the transactions contemplated hereby.

1. *Miscellaneous.*

1.01 Amendment and Severability. This Agreement may be amended only by a written agreement of the Parties hereto.

1.02 Waiver. The failure of a Party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

1.03 Benefit. This Agreement shall be binding upon and inure to the benefit and burden of and shall be enforceable by the Parties, and their successors and permitted assigns.

1.04 Specific Performance. In the event of any controversy concerning the rights or obligations under this Agreement, such rights or obligations may be enforceable in a court of equity by a decree of specific performance. Such remedy shall, however, be cumulative and nonexclusive and shall be in addition to any other remedy that the Parties may have hereunder.

1.05 Jurisdiction; Waiver of Jury Trial. To the maximum extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of law. Each Party consents and agrees to exclusive jurisdiction in any state or federal court in Salt Lake County, Utah and waives any objection to venue in such court for any action or proceeding arising out of or related to this Agreement or the Purchased Assets.

1.06 Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by attachment to electronic mail, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

1.07 Entire Agreement. This Agreement (including the Schedules referred to herein that are hereby incorporated by reference) constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, written and oral, among the Parties with respect to the subject matter of this Agreement (including any letter of intent entered into among the Parties).


*[Signature Page Follows]*

*[Signature Page to Asset Purchase Agreement]*

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed as of the date set forth above.


SELLER:

Grassroots PT Equipment, LLC

By:  09.21.23  
Esther Smith, Member

BUYER:

Grassroots Physical Therapy LLC

By:  09.21.23  
Esther Smith, Member

SCHEDULE A

US Patent Application No. 17/405,576

US Patent Application No. 63/067,984 (now expired)