

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI378055

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Hale Kinetics, Inc.	05/31/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Opedix, LLC
<b>Street Address:</b>	6929 N. Hayden Rd. C4-500
<b>City:</b>	Scottsdale
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85250
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9009863
<b>Patent Number:</b>	8910317
<b>Patent Number:</b>	8296864
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	4809073003
<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>	4803276650
<b>Email:</b>	trademark@weissbrown.com
<b>Correspondent Name:</b>	Rebecca Weisenberg
<b>Address Line 1:</b>	6263 N. Scottsdale Rd. Ste. 340
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85250
<b>ATTORNEY DOCKET NUMBER:</b>	1046.0004
<b>NAME OF SUBMITTER:</b>	Emily Stahmer
<b>SIGNATURE:</b>	Emily Stahmer
<b>DATE SIGNED:</b>	07/23/2024
<b>Total Attachments: 10</b>	
source=Opedix, LLC - [EXECUTED] IP reversion agreement - Hale Kinetics, Inc. (FKA EvoMove)#page1.tiff	
source=Opedix, LLC - [EXECUTED] IP reversion agreement - Hale Kinetics, Inc. (FKA EvoMove)#page2.tiff	
source=Opedix, LLC - [EXECUTED] IP reversion agreement - Hale Kinetics, Inc. (FKA EvoMove)#page3.tiff	
source=Opedix, LLC - [EXECUTED] IP reversion agreement - Hale Kinetics, Inc. (FKA EvoMove)#page4.tiff	

source=Opedix, LLC - [EXECUTED] IP reversion agreement - Hale Kinetics, Inc. (FKA EvoMove)#page5.tiff  
source=Opedix, LLC - [EXECUTED] IP reversion agreement - Hale Kinetics, Inc. (FKA EvoMove)#page6.tiff  
source=Opedix, LLC - [EXECUTED] IP reversion agreement - Hale Kinetics, Inc. (FKA EvoMove)#page7.tiff  
source=Opedix, LLC - [EXECUTED] IP reversion agreement - Hale Kinetics, Inc. (FKA EvoMove)#page8.tiff  
source=Opedix, LLC - [EXECUTED] IP reversion agreement - Hale Kinetics, Inc. (FKA EvoMove)#page9.tiff  
source=Opedix, LLC - [EXECUTED] IP reversion agreement - Hale Kinetics, Inc. (FKA EvoMove)#page10.tiff

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”) is entered into as of May 31, 2024 (the “**Effective Date**”), by and between **OPEDIX, LLC**, a Colorado limited liability company (“**Opedix**”) and **HALE KINETICS, INC. (F/K/A EVOMOVE, INC.)**, a Delaware corporation (“**Hale**”). Opedix and Hale are from time to time collectively referred to as the “**Parties**,” and each as a “**Party**.”

WHEREAS, Opedix and Hale have entered into that certain Asset Purchase Agreement dated as of December 29, 2021, as amended by the First Amendment to Asset Purchase Agreement effective as of December 29, 2023 (the “Purchase Agreement”) wherein Hale, as Purchaser, purchased certain Assets of Opedix, as Seller. Defined terms used in this Assignment and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Purchase Agreement;

WHEREAS, pursuant to the amended Section 1.03(b) of the Purchase Agreement, in the event the Purchase Agreement is terminated due to Hale failing to make any portion of a payment due thereunder, an assignment reverting the Assets, including the Intellectual Property of the Business, to Opedix shall be executed by and between the Parties;

WHEREAS, Hale has failed to make a certain portion of the 2023 Minimum Payment by April 15, 2024 and has triggered a Reversion Event as of the Effective Date;

WHEREAS, Hale must assign all of its right, title, and interest in and to the Intellectual Property of the Business to Opedix within thirty (30) days of the Reversion Event;

WHEREAS, Hale is the owner of all right, title, and interest in and to the Internet domain names identified in Schedule A attached hereto (the “Scheduled Domain Names”);

WHEREAS, Hale is the owner of copyrights in the contents of the website(s) appearing at the Scheduled Domain Names (the “Scheduled Works”);

WHEREAS, Hale is the owner of the trademarks set forth in Schedule B attached hereto (collectively, the “Scheduled Trademarks”);

WHEREAS, Hale is the owner of the patents set forth in Schedule C attached hereto (collectively, the “Scheduled Patents”);

WHEREAS, the Parties desire to enter into this Assignment in order to revert the Intellectual Property of the Business, including the Scheduled Domain Names, the Scheduled Works, the Scheduled Trademarks, and the Scheduled Patents, back to Opedix.

NOW, THEREFORE, in consideration of the recitals and the mutual representations, warranties, covenants, and agreements set forth in the Purchase Agreement and this Assignment, Hale admits and acknowledges that a Reversion Event has occurred and, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer and Assignment of Rights in Domain Names. Hale hereby assigns, transfers, and sets over to Opedix, and Opedix hereby accepts from Hale:

a. All right, title, and interest of Hale in and to the Scheduled Domain Names; and

b. The right of Hale to sue and collect damages and/or profits for both past and present causes of action related to the Scheduled Domain Names.

2. Assignment of Copyright. Hale hereby assigns, transfers, and sets over to Opedix, and Opedix hereby accepts from Hale:

a. All right, title, and interest of Hale in and to the Scheduled Works together with all copyrights, copyright applications, and registrations therefor including, but not limited to, the copyrights in the Scheduled Works, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries, and all other works of authorship created solely by, exclusively for, or otherwise acquired solely by, the Business that are related to the Scheduled Works; and

b. The right of Hale to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled.

3. Assignment of Trademarks. Hale hereby assigns, transfers, and sets over to Opedix, and Opedix hereby accepts from Hale:

a. All right, title, and interest of Hale in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as any trademark and service mark applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

b. The right of Hale to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks.

4. Assignment of Inventions. Hale hereby assigns, transfers, and sets over to Opedix, and Opedix hereby accepts from Hale:

a. All right, title and interest of Hale in and to the Scheduled Patents together with (i) the right to make, use, offer for sale and sell the inventions disclosed therein and the know-how and trade secrets included in the Scheduled Patents, (ii) all continuations, divisions, and renewals of and substitutes for the Scheduled Patents, and in, to, and under any and all additional patents, registrations, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries, (iii) any reissue or reissues or extension or extensions of said patents, including but not limited to all patents, patent applications, and registrations therefor, (iv) the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose; and (v) all

inventions, discoveries, know-how, and improvements (whether patentable or not) related to the Scheduled Patents;

b. The right of Hale to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Patents.

5. Communication of Facts. Hale, for itself and its successors and assigns, does hereby covenant that Hale will communicate to Opedix, or to its successors, assigns, or nominees, without further compensation to Hale, all known facts respecting the Intellectual Property Rights (as defined in the Purchase Agreement) of the Business, testify in any legal proceedings, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Opedix, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Opedix, its successors and assigns or nominees, all right, title, and interest in and to the Intellectual Property Rights of the Business and to obtain and enforce proper protection for the Intellectual Property Rights of the Business in any and all countries.

6. Further Assistance. Hale shall execute and deliver to Opedix such other instruments of sale, transfer, conveyance, assignment, and confirmation, and take such other action to register, evidence, perfect, and/or exercise the rights conveyed hereunder, as may be reasonably requested by Opedix. With respect to the Scheduled Domain Names, Hale shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar and to transfer the applicable domain name registrar account(s) to Opedix.

7. Binding Effect. All the terms, covenants, and conditions in this Assignment shall be binding upon Hale and its successors and assigns and all others acting by, through, with or under their direction, and all those in privity therewith, and shall inure to the benefit of Opedix and its successors and assigns or nominees.

8. No Conflicts. Hale, for itself and its successors and assigns, hereby represents, warrants, and covenants that Hale has not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. The terms of the Purchase Agreement are incorporated herein by reference. Hale and Opedix acknowledge and agree that 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 hereof, the terms of the Purchase Agreement shall govern.

9. Governing Law. This Assignment shall be deemed to have been made in the State of Delaware. The internal law, not the law of conflicts, of the State of Delaware shall govern all questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment, with venue for disputes relating to this Assignment being the venue for disputes described in the Purchase Agreement.

10. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature page of this Assignment executed and transmitted via facsimile or other electronic means shall be deemed an original for all purposes. This Assignment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws shall be binding on each party as if it were physically executed by hand.

[Signature page follows]

In witness whereof, the undersigned have signed this Assignment as of the date provided above.

**HALE:**

**HALE KINETICS, INC.  
(FKA EVOMOVE, INC.)**

Signed by:  
By: David Gustafson  
01877E995804489...  
David Gustafson, Attorney-In-Fact

**OPEDIX:**

**OPEDIX, LLC**

Signed by:  
By: David Gustafson  
01877E995804489...  
David Gustafson, Manager

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**SCHEDULE A****SCHEDULED DOMAIN NAMES**


<b>Domain Name</b>	<b>Owner</b>	<b>Registrar</b>	<b>Expiration Date</b>
Opedix.com	Domains by Proxy, LLC	GoDaddy	May 16, 2024

**Social Media Accounts**

- Facebook – <https://www.facebook.com/Opedix/>
- Twitter.com - <https://twitter.com/opedix>
- Youtube.com- <https://www.youtube.com/user/Opedix>
- Instagram - <https://www.instagram.com/opedix/>



**SCHEDULE B****SCHEDULED TRADEMARKS****Registered Marks:**

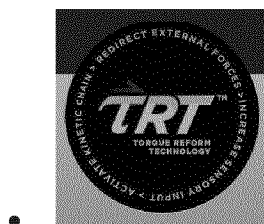
<b>Mark</b>	<b>Owner</b>	<b>App. No. (Reg. No.)</b>	<b>App. Date (Reg. Date)</b>
OPEDIX	Hale Kinetics, Inc.	77/007,298 (3,658,462)	September 26, 2006 (July 21, 2009)
	Hale Kinetics, Inc.	77007330 (3598940)	September 26, 2006 (March 31, 2009)

**Unregistered Marks:**

- Opedix Kinetic Health Gear
- KNEE-TEC
- DUAL-TEC
- CORE-TEC
- BLADE-TEC
- TRT



- Opedix Torque Reform Technology



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- TECHNOLOGY THAT MOVES YOU

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4865-7784-3410, v. 2

**PATENT**  
**REEL: 068060 FRAME: 0480**

**SCHEDULE C****SCHEDULED PATENTS**

<b>Patent No. (App. No.)</b>	<b>Juris.</b>	<b>Title</b>	<b>Owner</b>	<b>Status</b>
9,009,863 (14/328,104)	US	Shirts and shorts having elastic and non-stretch portions and bands to provide hip and posture support	Hale Kinetics, Inc.	Active / Patented
8,910,317 (13/731,830)	US	Shirts and shorts having elastic and non-stretch portions and bands to provide hip and posture support	Hale Kinetics, Inc.	Active / Patented
8,296,864 (12/963,127)	US	Garment with enhanced knee support	Hale Kinetics, Inc.	Active / Patented
7,861,319 (12/398,723)	US	Garment with enhanced knee support	Evomove, Inc.	<u>Expired</u> (non-payment of fees) / Patented
7,516,498 (11/312,434)	US	Garment with enhanced knee support	Evomove, Inc.	<u>Expired</u> (non-payment of fees) / Patented
(15/792,193)	US	Shirts and shorts having elastic and non-stretch portions and bands to provide hip and posture support	Evomove, Inc.	<u>Abandoned</u>
(14/594,916)	US	Shirts and shorts having elastic and non-stretch portions and bands to provide hip and posture support	Evomove, Inc.	<u>Abandoned</u>
(61/582,042)	US	Shirts and shorts having elastic and non-stretch portions and bands to provide hip and posture support	Evomove, Inc.	<u>Expired</u>
(60/637,663)	US	Shirts and shorts having elastic and non-stretch portions and bands to provide hip and posture support	Evomove, Inc.	<u>Expired</u>

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<b>Patent No. (App. No.)</b>	<b>Juris.</b>	<b>Title</b>	<b>Owner</b>	<b>Status</b>
2012362165	AU	A garment configured to counteract frontal pelvic plane drop and internal rotation of the femur	Opedix, LLC	Inactive
602005031597.7	DE	Garment with enhanced knee support	Opedix, LLC	Lapsed
1919308	FR	Garment with enhanced knee support	Opedix, LLC	Active/Patented
1919308	GB	Garment with enhanced knee support	Opedix, LLC	Active/Patented
2797452 (12851308.0)	EP	Shirts and shorts having elastic and non-stretch portions and bands to provide hip and posture support	Opedix, LLC	<u>Abandoned/ Abandoned in DE, FR, and GB</u>
PCT/US05/46776	WO	Garment with enhanced knee support	Opedix, LLC	<u>Expired</u>
(2014-550530)	JP	Shirts and shorts having elastic and non-stretch portions and bands to provide hip and posture support	Opedix, LLC	<u>Abandoned</u>
PCT/US12/72227	WO	Shirts and shorts having elastic and non-stretch portions and bands to provide hip and posture support	Opedix, LLC	<u>Expired</u>

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4865-7784-3410, v. 2

**RECORDED: 07/23/2024****PATENT  
REEL: 068060 FRAME: 0482**