

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI494178

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Louis ALBA	07/10/2024
Robert L. ALBA	07/10/2024
RECEIVING PARTY DATA	
Company Name:	BENDY FIT, INC.
Street Address:	300 Broadway, Suite B
City:	Bethpage
State/Country:	NEW YORK
Postal Code:	11714
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17827028
Application Number:	17318793
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>	
Phone:	3172361313
Email:	eoffice@btlaw.com
Correspondent Name:	Renee A. Danega
Address Line 1:	11 S. Meridian Street
Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	94093-364079;94093-338293
NAME OF SUBMITTER:	Vanessa Ward
SIGNATURE:	Vanessa Ward
DATE SIGNED:	09/13/2024
Total Attachments: 10	
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CONFIRMATION OF ASSIGNMENT OF ALL INTELLECTUAL PROPERTY RIGHTS

Whereas, the attached Exhibits indicate various Agreements set forth with the Company, **Bendy Fit Inc.**, an entity owned 100% by Louis Alba at the time of execution of this Assignment, the undersigned confirm, and the attached Exhibits evidence and confirm, that **Bendy Fit, Inc.** is the assignee of all rights associated with domestic and foreign patents related to the Bendy Bar invention as encompassed by the following patent applications:

US Patent Application 17/827,028 and US Patent Application 17/318,793

Accordingly, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, as a below named inventor, I hereby acknowledge that I have sold and assigned all my rights, title and interest, and for the United States of America and all foreign countries, in and to the invention entitled:

BENDABLE EXERCISE BAR

This Assignment conveys to the **Bendy Fit Inc.**, its successors and assigns or other legal representatives all my rights, title and interest, in the above-identified invention resulting from the priority rights provided by United States Provisional Patent Applications, Patent Cooperation Treaty Applications and their associated national stage applications, United States Letters Patents which may be granted therefor, and all divisionals, continuations, and extensions thereof, and any corresponding foreign Letters Patent whether applied for or granted, the interest being the entire ownership of the Letters Patent, to be held and enjoyed by **Bendy Fit Inc.**, its successors, assigns or other legal representatives, to the full end of the term for which the Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by me or us if this assignment and sale had not been made;

And I hereby agree to sign and execute any further documents or instruments which may be necessary, lawful, and proper in the prosecution of the above-named application or in the preparation and prosecution of any continuing, continuation-in-part, substitute, divisional, renewal, reviewed or reissue applications or in any amendment, extension, or interference proceedings, as well as any papers necessary to procure foreign Letters Patents on the invention, or otherwise to secure the title thereto in **Bendy Fit Inc.**;

And I do hereby authorize and request the Commissioner of Patents to issue the Letters Patent to **Bendy Fit, Inc.**

ROBERT L. ALBA

Signature: _____

Date: _____

LOUIS ALBA

Signature: _____

Date: _____

Exhibit

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement"), is entered into as of February 19, 2021 among Bendy Fit Inc. (the "Company"), Louis Alba, Robert Alba ("Robert") and United Platforms LLC ("United", and together with Robert, the "Consultant"). The Company, Louis Alba, Robert and United shall each be a Party and collectively referred to as the Parties.

WITNESSETH:

WHEREAS, the Company is incorporated under the laws of the State of Delaware, and is in the business of developing and marketing a fitness product known as the "Bendy Bar";

WHEREAS, the Consultant designed and invented the Bendy Bar in 2012 and then developed additional prototypes;

WHEREAS, the Consultant submitted provisional applications dated May 13, 2020 for design and utility patents for the Bendy Bar with the United States Patent and Trademark Office ("USPTO") and is the owner of its potential patents;

WHEREAS, Since January 2019 Louis Alba provided Consultant with financial support in connection with the Bendy Bar;

WHEREAS, Louis Alba owns 50% and Robert Alba owns 50% of unissued shares of the Company;

WHEREAS, the Consultant requested to be paid as a Consultant in accordance with the terms of this Agreement in exchange for transferring his entire 50% interest in the Company to Louis Alba and assigning his Bendy Bar patents to Louis Alba pursuant to an Assignment of Patent Rights in the form annexed hereto as Exhibit A (the "Assignment");

WHEREAS, the Company desires to hire the services of Consultant for an agreed upon fee to assist the Company to develop and market the Bendy Bar for sale to the general public;

WHEREAS, the Company has agreed to retain Consultant and Consultant has agreed to be retained by the Company in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the promises and with outstanding accounts paid and other good and valuable consideration delivered, receipt of which is hereby acknowledged upon signing, the Parties hereto agree as follows:

1. **Consulting Engagement.** The Company hereby retains Consultant for the term specified in Section 2 hereof, and Consultant accepts such consulting appointment for the term under the conditions set forth herein.

2. **Term.** This Agreement shall be for a term of three (3) years commencing on February 19, 2021 and shall continue through February 19, 2024 (the "Term"). This Agreement may be renewed for additional calendar year terms upon mutual written agreement between the Parties hereto.

3. **Duties, Rights and Responsibilities.**

(a) Consultant shall perform and/or manage or direct all duties required in the development of the Bendy Bar product, including, but not limited to:

(i) Complete and manage the development of the Bendy Bar intellectual property and products, including, but not limited to, working with third-party engineering firms and manufacturers and others in the design and production of working prototype models of the Bendy Bar, managing the development of manufacturing tools, equipment and methods and providing design and management assistance toward the development of manufacturing facilities.

(ii) Complete and manage the product drawings and other documentation submissions to Barnes & Thornburg LLC ("B&T"), the attorneys handling the submissions required for the design and utility patent applications by April 15, 2021 and work with B&T to complete the patent applications before the final application submission date of May 13, 2021.

(iii) Assist management with all and any product modifications, manufacturing related issues, manufacturing equipment development or selection and purchase, development of manufacturing methods and manufacturing related patents and evaluation of approaches to facilitate successful manufacturing and distribution.

(iv) Assist in the marketing of the Bendy Bar and preparation of marketing presentations to potential investors.

(b) For the period of February 19, 2021 through April 30, 2021, Robert shall devote approximately 20 hours per week in furtherance of completing all documents required for the patent application.

(c) Beginning May 1, 2021 through the end of the Term, Consultant shall devote a maximum of 10 hours per week toward managing the continued developed of manufacturing technology and marketing program development of the Bendy Bar.

(d) If Robert is unable for health or any other reason to devote the number of hours per week required as set forth in Section 3(b) and (c) above, then Consultant shall be entitled to a *pro rata* Consulting Fee for any such week where Consultant does not work the minimum required hours; and




(e) Consultant shall have a duty of loyalty to the Company, shall work to further the best interests of the Company's business and will dedicate his efforts to maximize the profits of the Company within the parameters set forth by this Consulting Agreement.

(f) In the event Robert procures a funding opportunity from government or community economic development groups, grants proposals or other novel funding of business opportunity for projects and goals of the Company, the Parties shall negotiate in good faith the amount of a fee or bonus and potential compensation to be paid to Consultant for facilitating said funding or financing.

4. **Compensation.** During the Term, the Company shall pay Consultant a weekly consulting fee in the amount of One Thousand One Hundred (\$1,100.00) Dollars ("Consulting Fee") to be paid every two (2) weeks for a total of \$57,200 per year.

5. **Independent Contractor.** The relationship of the Consultant to the Company established by this Agreement is that of an independent contractor, and nothing contained in this Agreement shall be construed to: (a) give the Consultant the power to (i) direct or control any activities of the Company, or (ii) create or assume any obligation on behalf of the Company for any purpose whatsoever; (b) constitute the Consultant as an employee of the Company or entitle the Consultant to participate in any employee benefit plans or fringe benefit plans made available to the Company's employees; or (c) constitute the Consultant as an agent of the Company.

6. **Bendy Bar Related Expenses.** The Company will provide the Consultant with a Company credit card with a credit limit of \$500 to be used only for directly related project expenses of the Company when normal payment channels are not available or their delay would cause out-of-pocket expenses to be incurred by Robert. Upon request, Robert shall provide the Company with the receipts to support charges reflected on the credit card statements.

7. **Additional Compensation.** If Louis Alba or his successors or assigns sell their interest in the Company at any time during ten (10) years from the date of this Agreement, Consultant will be entitled to receive 20 percent of the net proceeds of any such sale transaction after all expenses and disbursements (including all sums paid to Robert) in connection with Bendy Bar and/or the Company incurred by Louis Alba or the Company are first recouped and paid to Louis Alba from the proceeds of such sale ("Transaction Value"). For purposes of this Agreement, "Transaction Value" shall include any consideration received by Louis Alba or his successors or assigns in the form of cash, stock, notes, or conditional payments for their interests in the Company. The Additional Compensation is due Consultant when Louis Alba or successors or assigns receives payment of the interest in any such transaction.

8. **Ownership and Patent Rights.** Robert acknowledges, consents and agrees that, upon the execution of this Agreement, he shall have no ownership rights in

L.A.

the Company and no rights and interests in any patents awarded by USPTO in connection with the Bendy Bar.

9. **Termination of Consultancy.**

(a) In the event of the termination of Consultant's appointment by the Company for "Cause" as defined below ("Termination Event"), Consultant shall only be entitled to, and the Company shall pay to Consultant any unpaid but accrued Consulting Fee. In the event of a termination for cause, Consultant shall not be entitled to any further Compensation and/or Additional Compensation.

(b) "Cause" shall be defined as: (i) commission of a crime which either directly involves the Company and/or Company finances or otherwise is likely to have a materially adverse effect on the Company, its operations or reputation (other than pursuant to actions taken at the direction or with the approval of the Company), or a crime of moral turpitude, (ii) by reasonable determination of the Company, made in good faith, having engaged in (A) willful misconduct likely to have a materially adverse effect on the Company, its operations or reputation, (B) willful or gross neglect likely to have a materially adverse effect on the Company, its operations or reputation, (C) fraud, (D) misappropriation or (E) embezzlement in the performance of Consultant's duties hereunder or (iii) breaching in any material respect the terms and provisions of this Agreement or Consultant's breaching in any material respect the terms and provisions of the Assignment, and in either case, failing to cure such breach within thirty (30) days following written notice from the Company specifying such breach.

(c) All disputes between or among any of the Parties to this Agreement, arising out of termination of the Consultant, shall be solely and finally settled by an arbitrator. The arbitration proceedings shall be held in New York, New York, and shall be conducted in accordance with the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association (the "AAA").

10. **Restrictive Covenants.**

(a) For the period commencing on the date hereof and ending on the date of the termination of this Agreement (including any extensions thereof) (the "Restricted Period"), Consultant shall not directly or indirectly (i) engage in the business then currently operated by the Company (the "Business"), (ii) render any services to any person engaged in the Business, (iii) develop new products which compete or are directly related to any Bendy Bar products for anyone other than the Company, (iv) have an interest in any entity other than the Company, as a partner, equity owner, shareholder, principal, agent, trustee, consultant or in any similar relationship or capacity engaged in the Business; *provided, however*, that notwithstanding the foregoing, Consultant may own, directly or indirectly, solely as an investment, securities of any entity which is engaged in the Business which are traded on any national securities exchange if

Consultant does not, directly or indirectly, own five percent (5%) or more of any class of securities of such entity.

(b) During the Restricted Period, the Consultant shall not in any manner, directly or indirectly (a) solicit or otherwise attempt to induce any customers of the Company to terminate their relationship with the Company or otherwise divert from the Company any trade or business being conducted by such customers with the Company or to reduce or refrain from doing any business with the Company or (b) interfere with or damage (or attempt to interfere with or damage) any relationship between the any of the Company and such customer.

(c) During the Restricted Period, Consultant shall not directly or indirectly, for himself or on behalf of any third party at any time in any manner, solicit or otherwise attempt to induce, hire, or otherwise cause, any employee, officer or agent, who at the time of the termination of the Consulting Agreement and/or during the Restricted Period is providing services to the Company to terminate his/her relationship, contractual or otherwise, with the Company.

(d) During the Restricted Period and for two (2) years thereafter, Consultant shall not disclose to persons or entities other than authorized employees or representatives of the Company, Confidential Information regarding the Business. Confidential Information includes confidential and proprietary information and trade secrets, including, without limitation, information and data with respect to (i) the holdings, contractual agreements, intangible assets, and intellectual property portfolio of the Business (including patents, trademarks and trade names, processes, systems, concepts, formulae, inventions, data, forecasts, methods of doing business, business opportunities, marketing plans, market knowledge, sales objectives and strategies, know-how and other forms of material non-public information of such companies); (ii) the past, present and future confidential business relationships, client lists, actual and potential customer lists, sponsor lists, investment opportunities and investment plans of the Consultant's former business and the Business; (iii) information relating to product designs, and (iv) information which Consultant has a reasonable basis to consider confidential or which is treated by Company as confidential (collectively, the "**Confidential Information**"). Confidential Information will not include (x) any information that is or subsequently becomes publicly available without Consultant's breach of any obligation to the Company; or (y) becomes available to Consultant on a non-confidential basis from a source other than the Company, provided that such source is not, to the Consultant's knowledge, bound by any confidentiality agreement with the Company.

11. Default/Remedies.

(a) In the event of a default by the Company of any of its payment obligations hereunder, Consultant shall give the Company notice of such default and in

the event the Company does not cure said default within fifteen (15) days of the date of such notice, and the Consultant may seek all appropriate legal or equitable remedies.

(b) In the event of a default by Consultant of its obligations under this Agreement, the Company shall give Consultant notice of such default, and in the event Consultant does not cure said default within fifteen (15) days of the date of such notice, in addition to all remedies at law, the Company may seek equitable relief without having to post bond or other security and without having to prove the inadequacy of available remedies at law.

(c) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements to the extent such Party is successful in such proceedings in addition to any other relief to which such Party may be entitled.

12. **Waiver of Independent Counsel.** Each of the Parties hereto acknowledges and agrees that the Company has been represented by the law firm of Reisman Peirez Reisman & Capobianco, LLP in connection herewith, and that the Consultant has been advised to obtain separate independent counsel in connection herewith.

13. **Miscellaneous.**

(a) **Enforceability.** The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the right of that Party thereafter to enforce the same, nor shall it affect any other Party's right to enforce the same, or to enforce any of the other provisions of this Agreement, nor shall the waiver by either Party of the breach of any provision hereof be taken or held to be a waiver of any subsequent breach of such provision or as a waiver of the provision itself.

(b) **Assignment.** This Agreement, and the rights and obligations of Consultant hereunder, may not be assigned. The Parties acknowledge that the direct services of Consultant are an essential component of this Agreement. Notwithstanding the foregoing, this Agreement may be assigned to an entity wholly owned by the Consultant, provided that Consultant shall personally perform the services required by him hereunder.

(c) **Modification.** This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by all of the Parties to this Agreement.

(d) **Severability; Survival.** In the event any provision or portion thereof of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding

upon the Parties with the same effect as though the void or unenforceable part had been severed and deleted. The provisions of Sections 8, 9 and 10 hereof shall survive the expiration or earlier termination of this Agreement.

(e) Notice. Any notice, request, instruction or other document to be given hereunder by either Party hereto to the other shall be in writing, and delivered personally, by E-mail or sent by overnight courier service such as FedEx or UPS Air to the address herein set forth for such Party:

If to the Company to:
 Bendy Fit Inc.
 300 Broadway
 Bethpage, New York 11714
 Attn: Louis Alba
 Email: lalba@bldg-conceptsinc.com

If to Consultant, to:
 Robert Alba
 529 Onward Ave
 Phoenixville, PA 19460
 E-mail: bob@10mor.com and ozalba51@gmail.com

Any notice so given shall be deemed received on the date of delivery if delivered in person or sent by E-mail during the Company's regular business hours or, on the next business day, if delivered by an overnight courier service or sent by E-mail after Company's regular business hours. Any Party may change the address to which notices are to be sent by giving notice of such change of address to the other Parties in the manner herein provided for giving notice.

(f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and to be performed entirely within the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the Parties hereto irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located within Nassau County, and courts with appellate jurisdiction therefrom, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein.

(g) Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same original. Facsimile or PDF signatures shall be deemed original signatures for all purposes.

(h) Entire Agreement. This Agreement represents the entire agreement between the Company and Consultant with respect to the subject matter hereof

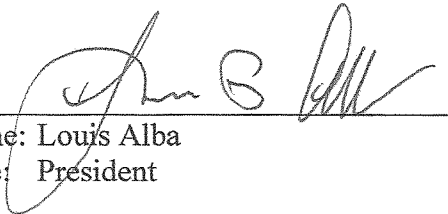
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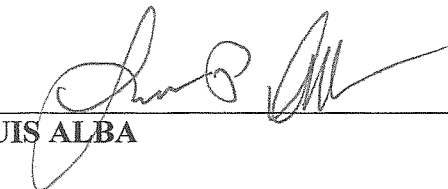
and all prior agreements relating to Consultant's appointment or compensation, written or oral, are nullified and superseded hereby.

(i) Headings. The headings contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement.


IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first above written.

BENDY FIT INC.

By: 
Name: Louis Alba
Title: President



LOUIS ALBA



ROBERT ALBA

UNITED PLATFORMS LLC


By: 
Name: Robert Alba
Title: Managing Member

EXHIBIT AASSIGNMENT

WHEREAS, Robert L. Alba, having an address of 529 Onward Ave., Phoenixville, Pennsylvania 19460, (the "Undersigned"), has made an invention entitled *Bendable Exercise Bar, Exercise Method, Manufacturing Method and Fitness App*, for which a patent application was filed in the United States Patent and Trademark Office on May 13, 2020, having Serial No. 62/704,501 (the "Invention").

WHEREAS, Louis Alba, an individual, having an address of c/o Building Concepts, Inc., 300 Broadway, Bethpage, New York 11714, (the "Assignee"), is desirous of acquiring the entire right, title and interest in the Invention, and all letters patent issuing for the Invention,

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Undersigned, intending to be legally bound, does hereby sell, assign and transfer to the Assignee the entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in the Invention, including the patent application and all divisions, continuations and continuations-in-part thereof, all rights to claim priority based thereon, all patent applications and patents claiming priority thereto, all rights to file foreign applications on the Invention, and all letters patent and reissues thereof, issuing for the Patents in the United States of America and in any and all foreign countries, and the right to enforce patent rights covering the Invention and the right to all resulting recoveries and remedies.

It is agreed that the Undersigned shall be legally bound, upon request of the Assignee, or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the Undersigned has knowledge or possession, relating to the making and practice of the Invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the Invention in the United States of America and foreign countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument.

The rights and property herein conveyed by the Undersigned are free and clear of any encumbrance.


Witness
Robert L. Alba
Date