

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ergogenesis, LLC		09/30/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	ErgoGenesis Workplace Solutions, LLC		
Street Address:	One Bodybilt Place		
City:	Navasota		
State/Country:	TEXAS		
Postal Code:	77868		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85963153	S'PORT	
Serial Number:	85963063	LINEAR TRACKING	
Serial Number:	85960289	AIR LUMBAR	
Serial Number:	85959313	ERGOFUSION	
Serial Number:	85958033	BODYBILT	
Serial Number:	85724966	CARESSA	
CORRESPONDENCE DATA			
Fax Number:	2149224142		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-922-4120		
Email:	bhallett@hallettperrin.com		
Correspondent Name:	Bruce H. Hallett		
Address Line 1:	1445 Ross Avenue		
Address Line 2:	Suite 2400		

OP \$165.00 85963153

Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER: 80300-1

NAME OF SUBMITTER: Bruce H. Hallett

Signature: /bruce h. hallett/

Date: 09/30/2013

Total Attachments: 3
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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This Assignment and Assumption of Intellectual Property (this "Assignment") is entered into as of September 30, 2013, by and among Ergogenesis, LLC, a Texas limited liability company ("Assignor"), and ErgoGenesis Workplace Solutions, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated September 30, 2013 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign, all of its right, title, and interest in the Intellectual Property (as defined below) to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the intellectual property listed on Schedule 5.18 attached to the Purchase Agreement (the "Intellectual Property").
2. Assignor and Assignee agree to execute and deliver such further instruments, agreements and assurances, as may be reasonably requested by the other, to evidence and provide for the assignment by Assignor and the acceptance and assumption by Assignee of the Intellectual Property as set forth herein.
3. This Assignment shall not be deemed to supersede any of the provisions of the Purchase Agreement, and if there is any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement, as applicable, will prevail.
4. Except as specifically defined herein, all capitalized terms shall have the meaning set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

Ergogenesis, LLC

By: 

Barry B. Conrad, Manager

ASSIGNEE:

ErgoGenesis Workplace Solutions, LLC

By: _____

Mark E. Leyerle, Manager

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

Ergogenesis, LLC

By: _____
Barry B. Conrad, Manager

ASSIGNEE:

ErgoGenesis Workplace Solutions, LLC

By: _____
Mark E. Leyerle, Manager

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