

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PATRICK WHALEY | | 05/28/2013 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | TITIN INC. | | |
| Street Address: | 5895 SHILOH ROAD | | |
| Internal Address: | SUITE 113 | | |
| City: | ALPHARETTA | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30005 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4092310 | TITIN | |
| Registration Number: | 4092311 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4049626729 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | jihana.jenkins@troutmansanders.com | | |
| Correspondent Name: | JIHAN A.R. JENKINS | | |
| Address Line 1: | TROUTMAN SANDERS LLP | | |
| Address Line 2: | 600 PEACHTREE STREET NE | | |
| Address Line 4: | ATLANTA, GEORGIA 30308-2216 | | |
| ATTORNEY DOCKET NUMBER: | 242517.000007 | | |
| NAME OF SUBMITTER: | Jihan A.R. Jenkins | | |
| Signature: | /Jihan A.R. Jenkins/ | | |

CH \$65.00 4092310

Date:

05/31/2013

Total Attachments: 3

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (“Assignment”) dated 28th May 2013 is made by Patrick Whaley of 6115 Polo Drive, Cumming, GA 30040, USA (“Assignor”), to Titin Inc, a Delaware corporation having its principal place of business located at Suite 113, 5895 Shiloh Road, Alpharetta, Georgia GA30005 . USA (“Assignee”).

Assignor has certain ownership interests in the patents, provisional applications and patent applications (including originals, divisionals, continuations, continuations-in-part, extensions, reissues and reexaminations, substitutions, and foreign counterparts thereof) set forth on Exhibit A (collectively, the “Patents”).

Assignee desires to own Assignor’s entire right, title and interest in, to and under the Patents and the inventions disclosed therein, in all countries throughout the world.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby assigns to Assignee, Assignor’s entire right, title and interest in, to and under the Patents, including all such Letters Patent of the United States that have been or shall be granted on any of the Patents, all rights to claim priority on the basis of the Patents, and all corresponding foreign applications that have been or may be filed for the inventions and all foreign patents or similar legal protection that have been or may be granted or issued thereon, including all extensions, renewals and reissues thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and all rights of actions and damages for any infringements occurring prior to or after the date of this Assignment.

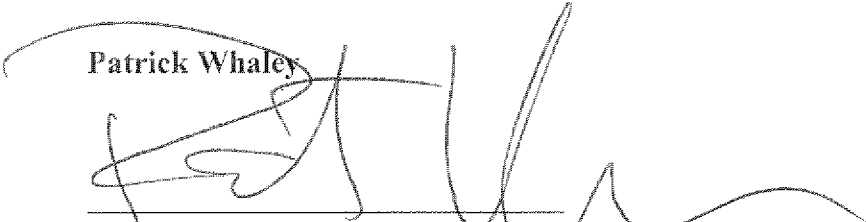
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the inventions disclosed in the Patents to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Assignor agrees that, upon request and without further compensation, Assignor and Assignor’s legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of truthful testimony, that may be necessary or reasonably requested by Assignee for obtaining, sustaining, maintaining, renewing or enforcing the Patents, and for perfecting, recording, or maintaining the title of Assignee, and Assignee’s successors and assigns, in and to the Patents. Assignee will reimburse any out-of-pockets expenses incurred by Assignor or Assignor’s legal representatives and assigns in connection with the foregoing. In the event that Assignee is unable after



reasonable attempt to secure Assignor's signature to any document in connection with the foregoing, Assignor, hereby constitutes and appoints Assignee as the Assignor's true and lawful attorney in fact, with full power of substitution in the Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

Patrick Whaley


(Signature)

Patrick Whaley
(Print or type name)

Founder / CEO
(Print or type title)

Witness Signature:


(signature)

Scott Hakim
(print name)

EXHIBIT A

| <u>PATENTS</u> | | |
|--|--|-----------------------------|
| <u>Title</u> | <u>Patent/Patent Application Number (Publication Number)</u> | <u>Issue or Filing Date</u> |
| WEIGHTED EXERCISE CLOTHING | 8,156,572 12/323,882 | APRIL 12, 2012 |
| SPORTS CLOTHING | EU 002023838-0001 | APRIL 11, 2012 |
| SPORTS CLOTHING | EU 002023838-0002 | APRIL 11, 2012 |
| SPORTS CLOTHING | EU 002023838-0003 | APRIL 11, 2012 |
| SPORTS CLOTHING | EU 002023838-0004 | APRIL 11, 2012 |
| CLOTHING SYSTEMS HAVING RESISTANCE PROPERTIES | 13/170,008 (2011/0302687) | JUNE 27, 2011 |
| SHIRT | 29/415,112 | MARCH 7, 2012 |
| ARTICLE OF CLOTHING | 29/418,412 | APRIL 16, 2012 |

| <u>TRADEMARKS</u> | | |
|--------------------|---|--------------------------|
| <u>Description</u> | <u>Registration/ (Application Number)</u> | <u>Registration Date</u> |
| TITIN | 4,092,310 (85/275,517) | JANUARY 24, 2012 |
| DESIGN | 4,092,311 (85/275,526) | JANUARY 24, 2012 |