

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM794054

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAT (ABC), LLC		02/13/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RS1Worklete, LLC		
<b>Street Address:</b>	951 20th Street, Suite 540		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5083885	INDUSTRIAL ATHLETICS	
<b>Registration Number:</b>	5092085	FLX	
<b>Registration Number:</b>	5093058	INDUSTRIAL ATHLETE	
<b>Registration Number:</b>	5242245	ERGOHUG	
<b>Registration Number:</b>	5291830	V22 ERGOSKELETON	
<b>Registration Number:</b>	5365494	ERGOSKELETON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7205364900		
<b>Email:</b>	barbara@nodiaplav.com		
<b>Correspondent Name:</b>	neugeboren o'dowd pc		
<b>Address Line 1:</b>	726 front street, suite 220		
<b>Address Line 4:</b>	louisville, COLORADO 80027		
<b>ATTORNEY DOCKET NUMBER:</b>	StrongArm-RS1Worklete		
<b>NAME OF SUBMITTER:</b>	Craig A. Neugeboren		
<b>SIGNATURE:</b>	/Craig A. Neugeboren/		
<b>DATE SIGNED:</b>	03/13/2023		

OP \$165.00 5083885

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of February 13, 2023, by and between SAT (ABC), LLC, a Delaware limited liability company (“Seller”), in its sole and limited capacity as Assignee for the Benefit of Creditors of Strong Arm Technologies, Inc., a Delaware corporation, and RS1Worklete, LLC, a Delaware limited liability company (“Buyer”). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of February 13, 2023, (the “Asset Purchase Agreement”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller’s rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the “Marks”); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller’s right, title and interest in and to the Marks to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby assigns, transfers and conveys to Buyer all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Seller’s business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SELLER:**

SAT (ABC), LLC, a Delaware limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Strong Arm Technologies, Inc.

By: Michael Hogan  
Name: H. Michael Hogan  
Title: Manager

**BUYER:**

RS1Worklete, LLC, a Delaware corporation

By: RS1WORKLETE HOLDINGS LLC, its Managing Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

SAT (ABC), LLC, a Delaware limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Strong Arm Technologies, Inc.

By: \_\_\_\_\_  
Name: H. Michael Hogan  
Title: Manager

**BUYER:**

RS1Worklete, LLC, a Delaware limited liability company

By: RS1WORKLETE HOLDINGS LLC,  
its Managing Member

DocuSigned by:  
*Krista Morgan*  
By: \_\_\_\_\_  
Name: Krista Morgan  
Title: Manager

Schedule A  
To Trademark Assignment

Marks



STRONGARM

As of October 28, 2022

Patent & Trademark Office



Case Number	Country	Sub Case	Case Type	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date	Next Action Due	Due Date
ST353.86257	AU	V2	MPR	ERGOSKELETON	Registered	A0059607	15-Jun-2016	1307524	15-Jun-2016	Renewal	15-Jun-20
ST353.86257	DE	V2	MPR	ERGOSKELETON	Registered	A0059607	15-Jun-2016	1307524	24-Jan-2017	Renewal	15-Jun-20
ST353.86257	ES	V2	MPR	ERGOSKELETON	Registered	A0059607	15-Jun-2016	1307524	29-Nov-2016	Renewal	15-Jun-20
ST353.86257	FR	V2	MPR	ERGOSKELETON	Registered	A0059607	15-Jun-2016	1307524	16-May-2016	Renewal	15-Jun-20
ST353.86257	GB	V2	MPR	ERGOSKELETON	Registered	A0059607	15-Jun-2016	1307524	28-Mar-2017	Renewal	15-Jun-20
ST353.86257	IN	V2	MPR	ERGOSKELETON	Registered	3391911	15-Jun-2016	1307524	28-May-2019	Renewal	15-Jun-20
ST353.86257	IT	V2	MPR	ERGOSKELETON	Registered	A0059607	15-Jun-2016	1307524	04-Oct-2017	Renewal	15-Jun-20
ST353.86257	MX	V2	MPR	ERGOSKELETON	Registered	A0059607	15-Jun-2016	1307524	18-Sep-2017	Renewal	15-Jun-20
ST353.86257	US	V2	MPR	ERGOSKELETON	Registered	86/849.623	15-Dec-2015	5.365.494	26-Dec-2017	Affidavit of Use	26-Dec-20
ST353.86257	WO	V2	ORD	ERGOSKELETON	Registered	A0059607	15-Jun-2016	1.307.524	15-Jun-2016	Renewal	15-Jun-20
ST353.90459	US		PRI	ErgoHud	Registered	86/629.288	23-Nov-2015	5.242.245	11-Jul-2017	Affidavit of Use	11-Jul-20
ST353.98780	US		PRI	FLX	Registered	86/628.303	13-May-2015	5.092.085	29-Nov-2016	Affidavit of Use	29-Nov-20
ST353.98781	US		PRI	INDUSTRIAL ATHLETICS	Registered	86/625.328	11-May-2015	5.083.885	15-Nov-2016	Affidavit of Use	15-Nov-20
ST353.98782	US		PRI	INDUSTRIAL ATHLETE	Registered	86/624.963	11-May-2015	5.093.058	29-Nov-2016	Affidavit of Use	29-Nov-20
ST353.98947	AU		MPR	V22 ERGOSKELETON	Registered	1796740	05-Jul-2016	1309169	05-Jul-2016	Renewal	05-Jul-2026
ST353.98947	DE		MPR	V22 ERGOSKELETON	Registered	A0060016	05-Jul-2016	1309169	24-Jan-2017	Renewal	05-Jul-2026
ST353.98947	ES		MPR	V22 ERGOSKELETON	Registered	A0060016	05-Jul-2016	1309169	16-Jan-2017	Renewal	05-Jul-2026
ST353.98947	FR		MPR	V22 ERGOSKELETON	Registered	A0060016	05-Jul-2016	1309169	05-Jul-2016	Renewal	05-Jul-2026
ST353.98947	GB		MPR	V22 ERGOSKELETON	Registered	A0060016	05-Jul-2016	1309169	25-Apr-2017	Renewal	05-Jul-2026
ST353.98947	IN		MPR	V22 ERGOSKELETON	Registered	3396873	05-Jul-2016	1309169	22-Jun-2018	Renewal	05-Jul-2026
ST353.98947	IT		MPR	V22 ERGOSKELETON	Registered	A0060016	05-Jul-2016	1309169	04-Oct-2017	Renewal	05-Jul-2026
ST353.98947	MX		MPR	V22 ERGOSKELETON	Registered	A0060016	05-Jul-2016	1309169	17-Nov-2017	Renewal	05-Jul-2026
ST353.98947	US		PRI	V22 ERGOSKELETON	Registered	86/866.137	05-Jan-2016	5.291.830	19-Sep-2017	Affidavit of Use	19-Sep-2023
ST353.98947	WO		ORD	V22 ERGOSKELETON	Registered	A0060016	05-Jul-2016	1.309.169	05-Jul-2016	Renewal	05-Jul-2026
				STRONGARM	In Process						
					In Process						
				Safework Systems	In Process						

Code	Country
AU	Australia
DE	Germany
ES	Spain
FR	France
GB	United Kingdom
IN	India
IT	Italy
MX	Mexico
US	United States
WO	International Bureau

TRADEMARK