

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843516

<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>
MOXXI, LLC		01/27/2023	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Balanced Body, Inc.		
<b>Street Address:</b>	5909 88th Street		
<b>City:</b>	Sacramento		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95828		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5259374	MOXXI	
<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>	802-881-0640		
<b>Email:</b>	uspto@webtm.com		
<b>Correspondent Name:</b>	Gordon E.R. Troy, Esq.		
<b>Address Line 1:</b>	PO Box 67		
<b>Address Line 4:</b>	Windsor, VERMONT 05089		
<b>ATTORNEY DOCKET NUMBER:</b>	TM236283		
<b>NAME OF SUBMITTER:</b>	Gordon E.R. Troy, Esq.		
<b>SIGNATURE:</b>	/Gordon E. R. Troy/		
<b>DATE SIGNED:</b>	10/03/2023		
<b>Total Attachments: 3</b>			
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OP \$40.00 5259374

EXHIBIT A

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of January \_\_, 2023, is made by MOXXI, LLC (“Assignor”), a Massachusetts limited liability company, located at 1/2/ Eagle Street, Newburyport, MA 01950, in favor of BALANCED BODY INC. (“Assignee”), a California corporation located at 5909 88th Street, Sacramento, California 95828, the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement between Assignee and Assignor, dated as of January 12, 2023 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned IP”):

- (a) the patents set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);
- (b) the trademark registration set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademark”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;
- (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its

successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be [reasonably] necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, rights, obligations, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

MOXXI, LLC

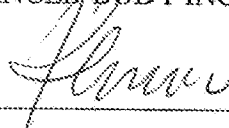
By: 

Name: Dorianne Walkama

Title: Manager

AGREED TO AND ACCEPTED:

BALANCED BODY INC.

By: 

Name: KEN ENDELMAN

Title: CEO

**SCHEDULE 1**

**ASSIGNED PATENTS**

Country	Title	Patent Number	Issue Date	Serial Number	Filing Date
US	EXERCISE CHAIR WITH SPIN SEAT	9,533,190	1/3/2017	13/913,793	6/10/2013
US	EXERCISE CHAIR WITH SPIN SEAT	9,757,615	9/12/2017	15/359,234	5/16/2017

**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATION**

Country	MARK	Registration Number	Registration Date	Serial Number	Filing Date
US	MOXXI	5,259,374	8/8/2017	87/165,270	9/8/2016