

RECORDATION FORM COVER SHEET

05-29-1998

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the : F

100721902

. copy thereof

1. Name of conveying party(ies):
Raymond Giannelli and Jerry K. LeipheimerAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: CYBEX INTERNATIONAL, INC. 18 208

Internal Address:

Street Address: 10 Trotter Drive

Medway, MA 02053

Additional name(s) & addresses(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 22, 1998 and May 4, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No.(s)
08/940,894

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
Concerning document should be mailed:
Name: M. Lawrence Oliverio
Address: WOLF, GREENFIELD & SACKS, P.C.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210
6. Total number of applications and patents involved: **[1]**

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

The Commissioner is authorized to charge:

8. Deposit Account No: 23/2825

05/20/1998 DCOATES 00000174 08940894

01 FC:581

40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

M. Lawrence Oliverio

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **[5]**

Mail documents to be recorded with required cover sheet information to:

Box Assignment, ,
Washington, D.C. 20231

ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned Raymond Giannelli, 46 Jackson Circle, Franklin, MA 02038 and Jerry K. Leipheimer, 103 Oak Lane, Jamestown, PA 16134 hereby

Sell, assign and transfer to CYBEX INTERNATIONAL, INC., a New York corporation having a place of business at 10 Trotter Drive, Medway, MA 02053, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on September 30, 1997 under Serial No. 08/940,894 and entitled ARM CURL APPARATUS FOR EXERCISING REGIONS OF THE UPPER BODY, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

We agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, we agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to us relating to said inventions and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

We hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee.

We covenant with said Assignee that no assignment, grant, mortgage, license or

other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

Date RAYMOND GIANNELLI

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____.

SEAL

Notary Public

My Commission Expires _____

4-22-98
Date Jerry K. Leipheimer
JERRY K. LEIPHEIMER

STATE OF Pa. :
COUNTY OF Mercer :

Subscribed and sworn to before me this 22 day of April.

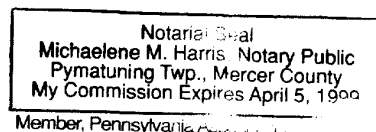
SEAL

Michaelene M. Harris
Notary Public

My Commission Expires April 5, 1999

162356.1

-2-



PATENT
REEL: 9190 FRAME: 0125

ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned Raymond Giannelli, 46 Jackson Circle, Franklin, MA 02038 and Jerry K. Leipheimer, 103 Oak Lane, Jamestown, PA 16134 hereby

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5/4/98
Date

Raymond Giannelli
RAYMOND GIANNELLI

STATE OF Massachusetts :
COUNTY OF Norfolk :

Subscribed and sworn to before me this 4th day of May, 1998.

SEAL

Mary Howard
Notary Public

My Commission Expires 11/23/2000

Date

JERRY K. LEIPHEIMER

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____.

SEAL

Notary Public

My Commission Expires _____

162356.1

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