

07-24-2000

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Practitioner's Docket No. NPSP 000102

101411127

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Box Assignments  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231



NOTE: "Documents and cover sheets to be recorded should be addressed to Assistant Commissioner for Patents, Box Assignments, Washington, D.C. 20231, unless they are filed together with new applications or with a petition under § 3.81(b)." 37 C.F.R. § 3.27.

ASSIGNMENT (DOCUMENT) COVER SHEET (37 C.F.R. § 3.31)

NOTE: "A cover sheet may not refer to both patents and trademarks." 37 C.F.R. § 3.31(b).

Attached please find an assignment (document) for recordal.

CERTIFICATION UNDER 37 C.F.R. §§ 1.8(a) and 1.10\*

(When using Express Mail, the Express Mail label number is **mandatory**;  
Express Mail certification is optional.)

I hereby certify that, on the date shown below, this correspondence is being:

MAILING

- ☒ deposited with the United States Postal Service in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

37 C.F.R. § 1.8(a)

37 C.F.R. § 1.10\*

- ☒ with sufficient postage as first class mail. ☐ as "Express Mail Post Office to Addressee" Mailing Label No. (**mandatory**)

TRANSMISSION

- ☐ transmitted by facsimile to the Patent and Trademark Office.

Signature

William R. Evans

(type or print name of person certifying)

**\*WARNING:** Each paper or fee filed by "Express Mail" **must** have the number of the "Express Mail" mailing label placed thereon prior to mailing. 37 C.F.R. § 1.10(b).  
"Since the filing of correspondence under § 1.10 without the Express Mail mailing label thereon is an oversight that can be avoided by the exercise of reasonable care, requests for waiver of this requirement will **not** be granted on petition." Notice of Oct. 24, 1996, 60 Fed. Reg. 56,439, at 56,442.

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(Assignment (Document) Cover Sheet—page 1 of 6) 16-6

PATENT  
REEL: 010927 FRAME: 0004

**IDENTIFICATION OF APPLICATION(S) AND/OR PATENT(S)  
FOR ASSIGNMENT (DOCUMENT) RECORDAL**  
(37 C.F.R. § 3.21 and 37 C.F.R. § 3.31(a)(4))

*NOTE: See 37 C.F.R. §3.21.*

*NOTE: § 3.21 does not apply to documents other than assignment. Notice of June 24, 1992 (1140 O.G. 63-72 at 67).*

1. This assignment is for the following patent application or issued patent:

*NOTE: Do NOT enter both application AND patent number.*

National application: SN: \_\_\_\_\_ filed on \_\_\_\_\_  
Provisional application: \_\_\_\_\_ filed on \_\_\_\_\_  
International application: PCT \_\_\_\_\_  
Patent No: 4,750,734 Issued: June 14, 1988  
(complete if applicable) which was previously assigned and recorded

Date \_\_\_\_\_ Reel \_\_\_\_\_  
Frame \_\_\_\_\_

*NOTE: If an assignment of a patent application filed under § 1.53(b) is executed concurrently with, or subsequent to, the execution of the patent application, but before the patent application is filed, it must identify the patent application by its date of execution, name of each inventor, and title of the invention so that there can be no mistake as to the patent application intended. If an assignment of a provisional application under § 1.53(c) is executed before the provisional application is filed, it must identify the provisional application by name of each inventor and title of the invention so that there can be no mistake as to the provisional application intended. 37 C.F.R. § 3.21.*

*(also complete the following, if applicable)*

- ☐ and also for the applications and/or patents  
shown on the attached list of FURTHER  
APPLICATION(S) and/or PATENT(S) BEING ASSIGNED

Number of pages added \_\_\_\_\_

*NOTE: "Where there is a listing of properties contained within a document, any listing may be copied and attached to the cover sheet to reduce the amount of typing necessary. A notation of this attachment can be made in lieu of entering every property identification number on the cover sheet." Notice of June 24, 1992 (1140 O.G. 63-72 at 67).*

**TOTAL NUMBER OF APPLICATIONS AND/OR PATENTS  
AND TOTAL FEE**

*NOTE: All requests to record documents must be accompanied by the appropriate fee; a fee is required for each application or patent against which the document is recorded as identified in the cover sheet. The recording fee is set in § 1.21(h). 37 C.F.R. §3.41.*

2. A. The total number of applications and/or patents identified in this cover sheet is 1

B. The total fee is (37 C.F.R. § 1.21(h)):  
1 x \$40.00 = \$ 40.00  
Total number of applications  
and/or patents

C. Payment of fee is made by:  
☒ the attached check for \$ 40.00.  
☐ Please charge Account \_\_\_\_\_  
the sum of \$ \_\_\_\_\_.  
A duplicate of this cover sheet is attached.

Please charge Account 12-0425 for any fee deficiency or credit to account any overpayment.

**NAME OF PARTY(IES) CONVEYING INTEREST**  
(37 C.F.R. § 3.31(a)(1))

*NOTE "The term 'party' as used in this rule [§ 3.31] means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where a corporation's name appears on the documents." Notice of June 24, 1992 (1140 O.G. 63-72, at 65); M.P.E.P. § 302.07, 6th ed.*

3. The party(ies) conveying interest is (are):

Name 1: Turner Enterprises Inc.  
Name 2:  
Name 3:

**NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST**  
(37 C.F.R. § 3.31 (a)(2))

4. The rights are being conveyed to:

Name: Steven Trent  
Address: 835 Southeast Avenue, Suite #3  
Tallmadge, OH 44278

**DESCRIPTION OF INTEREST CONVEYED OR  
TRANSACTION RECORDED (37 C.F.R. § 3.31 (a)(3))**

5. The accompanying document intends to accomplish:

- ☒ an assignment.
- ☐ a security agreement.
- ☐ a merger.
- ☐ a license.
- ☐ a change of name.
- ☐ a change of address.
- ☐ other:

**NAME AND ADDRESS OF PARTY TO WHOM  
CORRESPONDENCE SHOULD BE MAILED (37 C.F.R. § 3.31 (a)(5))**

6. Please address correspondence to:

Name: Peter D. Galloway  
Address: c/o Ladas & Parry  
26 West 61<sup>st</sup> Street  
New York, New York 10023  
Telephone No.: (212) 708-

**DATE ASSIGNMENT (DOCUMENT) EXECUTED  
(37 C.F.R. § 3.31(a)(7))**

7. A. ☒ The attached assignment (document) was executed on May 18, 1997.  
Date

**OR** *If there is more than one conveying party who executed on different dates, indicate the date of execution of the assignment document for each conveying party.*

B. ☐ The attached assignment was executed by \_\_\_\_\_  
Name  
on \_\_\_\_\_ .  
Date

☐ The attached assignment was executed by \_\_\_\_\_  
Name  
on \_\_\_\_\_ .  
Date

☐ The attached assignment was executed by \_\_\_\_\_  
Name  
on \_\_\_\_\_ .  
Date

☐ The attached assignment was executed by \_\_\_\_\_  
Name  
on \_\_\_\_\_ .  
Date

☐ The attached assignment was executed by \_\_\_\_\_  
Name  
on \_\_\_\_\_ .  
Date

## LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED

*NOTE: "The Office will accept and record non-English language documents only if accompanied by an English translation signed by the individual making the translation," 37 C.F.R. § 3.26.*

8. The attached document:

- ☒ is in the English language.
- ☐ is not in the English language and an English translation signed by the individual making the translation is attached.

## ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

*NOTE: See 37 C.F.R. § 3.24.*

9. Submitted herewith is:

- ☐ the original document.
- ☒ a true copy of the original document, which I certify to be a true copy.

*NOTE: "If the original [assignment] document is two-sided or the wrong size, the practitioner can comply with the requirement [set out in 37 C.F.R. § 3.24] by providing a true copy of the original document using only one side of each page on the correct size paper." Notice of June 24, 1992, 1140 O.G. 63-76, at 67.*

*NOTE: "Certification shall be made by the person submitting a copy of an original document that the document submitted is a true copy of the original. The certification is not required to be in an oath or declaration form." M.P.E.P., 6th ed., § 302.01.*

## ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF ADDRESS

*(check item, if applicable)*

10. ☐ Because the purpose of the attached documents is to record a change of address of the assignee, the particulars of the previously recorded assignments for each application and/or patent are shown.

## ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF NAME

*(check item, if applicable)*

11. ☐ Because the purpose of the attached documents is to record a change of name of the assignee, the particulars of the previously recorded assignments for each application and/or patent are shown.

# CHANGE OF PATENT MAINTENANCE FEE ADDRESS

(check item, if applicable)

12. ☐ A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent to the Office separately.

## STATEMENT (37 C.F.R. § 3.31(a)(9)) AND SIGNATURE (37 C.F.R. § 3.31(a)(10))

13. 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.

*NOTE: "The term 'party' as used in this rule [§ 3.31] means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where a corporation's name appears on the document." Notice of June 24, 1992, 1140 O.G. 63-76, at 65; M.P.E.P. § 302.07 6th ed.*

Date: June 16, 2000

\_\_\_\_\_  
Name of party submitting document

\_\_\_\_\_  
Signature of party submitting document

(complete the following, if the party submitting the document  
is applicant's attorney)

\_\_\_\_\_  
SIGNATURE OF PRACTITIONER

William R. Evans, 25858, (212) 708-1930

(type or print name of practitioner)

\_\_\_\_\_  
P.O. Address

\_\_\_\_\_  
c/o Ladas & Parry  
26 West 61<sup>st</sup> Street  
New York, N.Y. 10023

Reg. No.:

Tel. No.: ( )

Customer No.:

## TOTAL NUMBER OF PAGES BEING SUBMITTED

14. The total number of pages being submitted, including cover sheet attachment(s), and documents are:

13  
Total number of pages submitted

(Assignment (Document) Cover Sheet—page 6 of 6) 16-6



## **AGREEMENT TO SELL ASSETS**

**THIS PURCHASE AND SALES AGREEMENT** by and between Turner Enterprises hereinafter called the Seller, and Steve Trent hereinafter called the Buyer.

**WHEREAS** the Buyer desires to buy and Seller desires to sell assets pertaining to the hand exerciser product, PowerWeb, from the Seller for the sum of \$66,000.

**WITNESSETH**, that the Seller and Buyer for the considerations named agree as follows:

### **I. NAMES OF INDIVIDUALS OR COMPANIES INVOLVED IN SALE.**

Seller: Turner Enterprises, a Kansas Corporation

Buyer: Steve Trent, agent for PowerWeb International, an Ohio Corporation.

### **II. BACKGROUND INFORMATION:**

Turner Enterprises is a privately owned Kansas Corporation that has rights to "sole" manufacture and marketing worldwide of a hand and upper extremity exercise product known as "PowerWeb" (hereinafter referred to as "the product"). These rights were agreed to and purchased for the sum of \$35,000 U.S. via a sublicense agreement from Rosedale Research, LTD, (hereinafter referred to as "Rosedale") a privately held company in the United Kingdom. Rosedale has an exclusive license to manufacture and market the product worldwide from the patent owner. The patents are: USA patent #4,760,734; Canada #1274262; Europe #206592; Japan #140413/86. These patents are collectively owned by a Mr. Martin Greenfield of the United Kingdom. Mr. Greenfield is listed as the inventor of the PowerWeb design. The license agreement between Mr. Greenfield and Rosedale is currently contested and under litigation in the U.K.. This fact is well known to both Seller and Buyer.

The agreement between Rosedale and the Seller stipulates a royalty payment of 10% on gross product sales. The agreement further stipulates that Rosedale shall obtain product from the Seller at a price of cost plus 15% for any sales that Rosedale is able to develop on its own. Implicit in this agreement between Seller and Buyer is that all rights and responsibilities currently in force and agreed upon between the Seller and Rosedale shall be fully transferred to the Buyer.

In addition to "sole" marketing and manufacturing rights, the Seller is exclusive owner of the current rubber "recipe," molds, and dye cutter used in the manufacture of the product by Colonial Rubber Company (hereinafter referred to as "Colonial") of Ohio. Furthermore the Seller exclusively owns the registered trademark name "PowerWeb," the current logo, and a copyrighted manual with exercises. These rights are free and clear and ownership is held irrespective of the agreement between the Seller and Rosedale.

### **III. ASSETS BEING SOLD OR TRANSFERRED** at closing with asset allocation.

Seller agrees to sell, and Buyer agrees to buy the following assets relating exclusively to the manufacture and marketing of the product.

	ASSET	VALUE AT CLOSING
1.	Licensing Rights	\$18,900.00
2.	Manufacturing Equipment	\$16,100.00
3.	Inventory	\$5,900.00
4.	Research & Development	\$3,500.00
5.	Registered PowerWeb Name	\$10,000.00
6.	PowerWeb Logo	\$3,000.00
7.	Distribution Channels	\$7,000.00
8.	Office Equipment	\$1,600.00
	<b>TOTAL:</b>	<b>\$66,000.00</b>

1. Licensing rights. Sole manufacture and marketing of the PowerWeb. Rights as described by agreement (both written and verbally understood) between the Seller and Rosedale. The term "sole" as defined by British Commonwealth law refers to the "only entity other than the original owner." The original owner being Rosedale. Included in this agreement is a 10% royalty on all product sold payable to Rosedale Research LTD. until the year 2003. Buyer shall assume all royalty responsibilities following transfer of assets. Should Rosedale win patent rights fully from patent owner, Martin Greenfield, ownership shall be shared equally (50/50) between Buyer and Rosedale. In this event royalty payments shall be reduced to 7.5%. The Seller shall cease all payment of royalties on the date of completion of this contract.

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(date error -  
See CT's for 13.8.97)

2. Manufacturing equipment. All molds and dies as inventoried at Colonial.

3. Inventory: Includes all PowerWebs, brochures, and manuals currently in stock as of 30 April 1997. Includes all metal rings currently paid for and inventoried at Colonial.

4. Research and Development: Rubber compound recipe and its derivatives as detailed by Colonial.

5. Registered PowerWeb name. The proper and legally registered listing of the PowerWeb name includes a large, centered "dot" between the words "Power" and "Web". Upon transfer of assets, Buyer shall have complete and full ownership and rights to registered name. Seller reserves the right to use the registered PowerWeb name without penalty or payment in advertisement on the internet (or other appropriate venues) following transfer of property.



6. PowerWeb logo: Upon transfer of assets, Buyer shall have full and complete ownership and rights to registered name. Seller reserves the right to use without penalty or payment the proper PowerWeb logo in advertisement on the internet (or other appropriate venues) following transfer of assets.
7. Distribution Channels. Buyer shall have full and complete ownership and rights to current distribution channels for the PowerWeb product as developed by the Seller. The Seller forever forfeits rights to the distribution of the PowerWeb product to wholesale and retail distributors currently developed. This covenant shall not apply to new retail distribution channels that the Seller may develop as a general distributor. The seller reserves the right to use same distribution channels for products unrelated to the PowerWeb.
8. Office Equipment.

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**Office Equipment at 835 Southeast Ave. Suite #3,  
Tallmadge, Ohio**

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1. Office Desk
  2. Office Chair (2 each)
  3. Facsimile machine (50% ownership)
  4. Macintosh IISi computer
  5. NEC Color computer monitor
  6. Hayes Accura 144+fax 144 modem
  7. Hewlet Packard Desk Writer C ink jet printer
  8. Table 30" X 48"
  9. Table 36" X 72"
  10. Heavy Duty Polymer Shelves (3 each)
  11. Miscellaneous Tools
  12. Plastic shelf organizer
  13. Waste baskets (2 each)
  14. Metal 2 wheel Dolly
  15. Metal 4 wheel cart (36" X 48")
  16. Misc shipping cartons
  17. Misc. shipping envelopes
- 

#### **IV. COVENANT NOT TO COMPETE:**

The intent of this transaction is for the mutual benefit of both parties. Whereas Buyer desires to become the sole manufacturer and worldwide distributor of product and the Seller desires to become a retail distributor of product via electronic wide area networks (Internet), the two companies shall work together to mutually promote and sell

the product. Where business concerns overlap, the Buyer and Seller shall avoid direct competition

Seller or any entity or person directly associated financially with Seller, shall not establish, engage in, or become interested in, directly or indirectly, in the manufacture or "major distribution" of the product. "Major distribution" defined as wholesale quantity sales of product to other distributors.

Buyer or any entity or person directly associated financially with Buyer, shall not establish, engage in, or become interested in, directly or indirectly the sales or advertisement of product on large area networks (such as the "internet").

This covenant for both Seller and Buyer, shall remain in force and be transferred with transfer of assets or nature of business to another party.

#### **V. LIABILITY:**

Buyer assumes no liability and Seller shall hold Buyer blameless for incidents related to assets, manufacturing, product, name of product or use of product prior to closing. Following transfer, Buyer assumes full liability for product and will hold Seller blameless for incidents or liability related to assets, manufacturing, product, name of product or use of product. As Seller shall become a retail distributor of product, Buyer shall have no liability related to any alterations Seller may choose on current product, product literature or manufacturers recommendations.

#### **VI. TERMS OF PAYMENT:**

Buyer agrees to transfer to Seller \$66,000 in a single lump sum on date of closing

#### **VII. ACCOUNTS RECEIVABLE:**

Accounts receivable shall be divided precisely on 30 April 1997. Sales invoices received prior to or on 30 April 1997 and manufactured product generated from purchase orders shipped prior to or on 30 April 1997, shall be the property and responsibility of Seller. Sales invoices received after 30 April 1997 and manufactured product generated from purchase orders shipped after 30 April 1997 shall be the property and responsibility of Buyer.

On closing date, inventory present at 835 Southeast Ave. Suite #3, Tallmadge, Ohio; shall be transferred to and become the property of Buyer. Outstanding purchase order invoices generated on product shipped prior to or on 30 April 1997, shall be the responsibility of Seller.

#### **VIII SELLER'S REPRESENTATIONS AND WARRANTIES:**

- 1 Turner Enterprises is a Corporation in good standing under the laws of Kansas

2. Turner Enterprises' board of directors has authorized (through board resolutions) the signing of this sales contract and all transactions called for in the contract
3. Turner Enterprises has good marketable title to the assets that are being sold and will convey them to the buyer free and clear of all encumbrances.
4. The asset list provided to Buyer correctly reflects the assets to be transferred and their individual and net worth as of 30 April 1997.
5. With but one exception, there are no lawsuits or claims pending or threatened against Turner Enterprises or the assets to be transferred, and Turner Enterprises does not know of any basis for any other lawsuit or claim against the business. The exception refers to the ongoing litigation between Rosedale and Martin Greenfield. Turner Enterprises is not directly involved in this litigation, but either the Seller or the Buyer may be indirectly effected pending the outcome of legal action.
6. Turner Enterprises does not warrant current condition or usable life of manufacturing equipment as inventoried at Colonial. Buyer purchases said equipment at Buyer's own risk.
7. Turner Enterprises has disclosed to buyer all material facts that would reasonably affect a prudent investor's decision to purchase the assets covered by this agreement.

#### **IX. BUYER'S REPRESENTATIONS AND WARRANTIES:**

1. Coincident with transfer of assets, or within a reasonably short period of time, Buyer shall organize PowerWeb International, an Ohio corporation, to carry on the business of manufacture and marketing of product. Buyer warrants that he is authorized to represent this company and has full rights to enter into and sign this agreement. PowerWeb International shall be governed by the laws of the State of Ohio. Transfer of accounts shall be smooth and efficient.
2. Buyer warrants ability, with monies immediately available, to purchase assets in a single lump sum of \$66,000
3. Buyer agrees and warrants that Kevin Turner, president of Turner Enterprises, shall purchase without restriction 33% of stock / assets of new business entity (organized by Buyer to manufacture and market product) for sum of \$25,000 following immediately transfer of assets from Seller to Buyer.

4. Buyer has had an opportunity to inspect all assets to be transferred and agrees to and accepts assets as is (with exceptions as previously stated in this document).
5. Buyer accepts full responsibility to License holder, Rosedale, and will develop a separate agreement between Buyer and Rosedale. These responsibilities include payment of 10% royalty on gross value of product sold and ability of Rosedale to purchase product at "cost plus 15%."

#### **X. CONTINGENCIES:**

This agreement lies contingent on the fulfillment of the following. Failure to fulfill will result in the agreement becoming null and void and result in return of original property and assets to parties.

1. Seller agrees that should current litigation between Rosedale and Martin Greenfield turn unfavorable to Rosedale and consequently Buyer, Seller will purchase back all listed assets at price sold. This clause shall be executed by Buyer's desire exclusively (Buyer may choose to sell or not to sell assets).
2. Coincident with transfer of funds to Seller, Seller shall transfer to Buyer \$25,000 in consideration of acquiring 33% ownership of PowerWeb International or any company formed by Buyer to fulfill manufacture and marketing of product.
3. Buyer agrees to sell to Turner Enterprises or to Kevin Turner, following transfer of assets, an initial inventory of up to 50 pieces of each resistance level of product at cost. Following initial inventory purchase, Buyer agrees to sell to Turner Enterprises or to Kevin Turner product at the lowest current distributor pricing regardless of quantity ordered.

#### **XI. SPECIAL CONSIDERATIONS:**

1. Steve Trent and "PowerWeb International" shall be permitted to use the name of Turner Enterprises for a period of time, not to exceed one year, to facilitate orderly transfer of accounts and reduce confusion in the market place.
2. Kevin Turner shall receive in a timely fashion, documentation regarding ownership in new company "PowerWeb International." Mr. Turner shall be accorded full rights as minority stockholder in company by the laws of the state of Ohio and shall receive quarterly financial statements.
3. In the event that PowerWeb International (or any other company formed to manufacture and market product) shall sell future stock, Kevin Turner shall be

given first option to purchase stock up to an amount that will maintain 33% or greater ownership in the company at current market value.

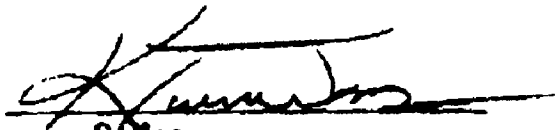
## **XII. ARBITRATION:**

Any or all disagreements between parties that require arbitration shall be resolved through the American Arbitration Association in Chicago, Illinois.

**IN WITNESS WHEREOF**, the parties have executed this purchase agreement on 6 May 1997. This contract shall be legally binding with regard to the parties involved. Should one or both of the parties die or become legally incapacitated, rights assigned herein shall pass onto rightful heirs. Facsimile copies of signatures shall be considered legal and binding on date of sale with original documents to follow.



Buyer,  
Steve Trent  
Agent for,  
PowerWeb International, Inc.



Seller,  
Kevin C. Turner, MD  
President,  
Turner Enterprises, Inc.