

Attorney Docket No. 55040-23392

PATENT

ASSIGNMENT

WHEREAS I, **James Montagnino**, a citizen of the United States of America, residing in 2503 Dunham Woods Ct., St. Charles, IL 60174 (hereinafter referred to as the "ASSIGNOR"), have invented certain new and useful improvements in **METABOLIC FITNESS TRAINING APPARATUS**, for which I have executed an application for Letters Patent of the United States which is being filed herewith, and **SUNBEAM PRODUCTS, INC.**, a corporation having an office and principal place of business at 2381 Executive Center Drive, Boca Raton, FL 33431, (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, for good and valuable consideration received, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNOR HEREBY covenants that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNOR has set his hand and seal to this Assignment.

[Handwritten signature of James Montagnino]
James Montagnino

STATE OF *Illinois*)
COUNTY OF *W Page*) ss.:

On this 28 day of March, 2001, before me appeared James James Montagnino to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

[Handwritten signature of Dianna L Sytar]
Notary Public

