

06-26-2001

ATTY DOCKET NO. 23555.00074  
(formerly T0357/7083)

621-01

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To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or a copy thereof.

1. Name of conveying party(ies): Raymond Giannelli, Scott Sechrest, Stephen C. Wendt, and Scott Lee

Additional name(s) of conveying party(ies) attached?

Yes  No

2. Name and address of receiving party(ies):

Name: Cybex International, Inc.  
Street Address: 10 Trotter Drive  
City: Medway  
State: Massachusetts Zip: 02053

Additional name(s) & address(es) attached?

Yes  No

3. Nature of conveyance:

Assignment  Security Agreement  
 Merger  Change of Name  
 Other:

Execution Date: 05/04/01, 05/21/01, 6/6/01 and 6/12/01

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): 09/800,211

B. Patent No(s):

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Atty. Name: John Christopher  
Firm Name: Gunster, Yoakley & Stewart, P.A.  
Street Address: 500 East Broward Boulevard  
Suite 1400  
City/State: Fort Lauderdale, FL  
Zip Code: 33394

6. Total number of applications and patents involved? 1

7. Total fee (37 CFR 3.41):  
 Fee Enclosed  
 Charge Deposit Account No. 500288  
 The Commissioner is hereby authorized to charge underpayment/credit overpayment to Deposit Account No. 500288.

(Attach duplicate copy of this page if paying fees by Deposit Account)

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.)

John Christopher  
Name of Attorney

Signature

June 18, 2001  
Date

Total number of pages including cover sheet: 7

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06/25/2001 TDIAZ1 00000118 09800211

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PATENT  
REEL: 011914 FRAME: 0550

**ASSIGNMENT**

Whereas we, the undersigned, Raymond Giannelli, residing at 46 Jackson Circle, Franklin, MA 02038; Scott Sechrest, residing at 62 Westford Street, Providence, RI 02906; Stephen C. Wendt, residing at 1380 Crestview Lane, N.E., Owatonna, MN 55060, and Scott Lee, residing at 5 Big Horn Lane, West Woodstock, Connecticut; hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled **FUNCTIONAL TRAINER**, identified as Attorney Docket No. 23555.00074 (formerly Attorney Docket No. T0357/7083), which application was filed on March 5, 2001 and assigned Application No. 09/800,211; and

Whereas, **CYBEX INTERNATIONAL, INC.**, a New York corporation having a place of business at 10 Trotter Drive, Medway, Massachusetts 02053, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited.

In the event that the execution date, filing date and/or Application No. are not entered above at the time I execute this document, and if such information is deemed necessary, I hereby authorize and request my attorneys at Gunster, Yoakley & Stewart, P.A., 500 East Broward Boulevard, Suite 1400, Fort Lauderdale, Florida 33394, to insert above the execution date, filing date and/or Application Number of said application.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

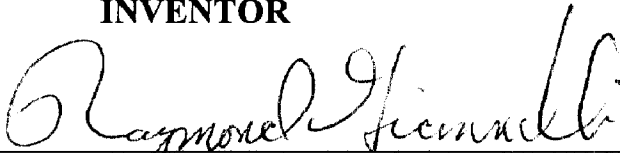
1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

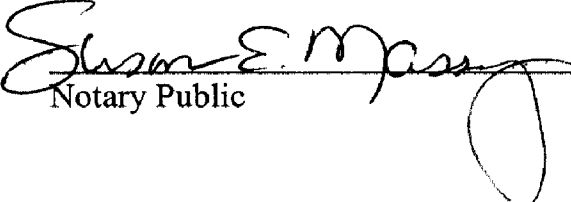
In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

**INVENTOR**

Dated: 6/6/01

  
Name: RAYMOND GIANNELLI

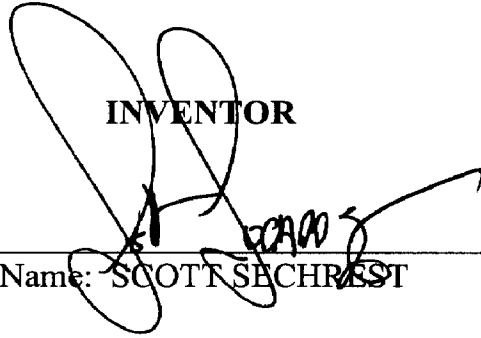
On this 6 day of June, 2001, before me appeared RAYMOND GIANNELLI to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

  
Notary Public

[Seal]

My commission expires:

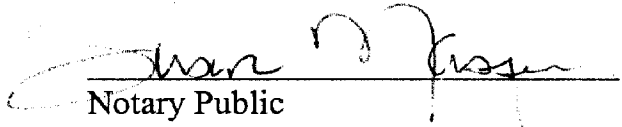
**SUSAN E. MASSEY, Notary Public**  
**My Commission Expires June 25, 2004**

**INVENTOR**  


Dated: 06/12/2001

Name: SCOTT SECHREST

On this 12 day of June, 2001, before me appeared SCOTT SECHREST, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

  
Notary Public

[Seal]

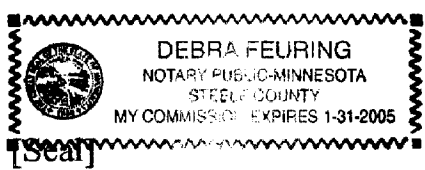
My commission expires: **SUSAN E. MASSEY, Notary Public**  
**My Commission Expires June 25, 2004**

**INVENTOR**

Dated: 5-4-01

*Stephen C. Wendt*  
Name: STEPHEN C. WENDT

On this 4<sup>th</sup> day of May, 2001, before me appeared STEPHEN C. WENDT, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.



*Debra Feuring*  
Notary Public

My commission expires: 1/31/05

INVENTOR

Dated: 05/21/01

Scott Lee  
Name: SCOTT LEE

On this 21 day of May, 2001, before me appeared SCOTT LEE, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Susan E. Massey  
Notary Public

[Seal]

My commission expires:

**SUSAN E. MASSEY, Notary Public**  
**My Commission Expires June 25, 2004**

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