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(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Philip S. Martens

08/06/01

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Execution Date: August 3, 2001

2. Name and address of receiving party(ies)

Name: Millennium Fitness Ltd

Internal Address: _____

Street Address: 25 S.E. University Ave.

City: Minneapolis State: MN Zip: 55414

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

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: 08-03-01

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Malcolm D. Reid

Internal Address: _____

Street Address: P.O. Box 2906

City: Minneapolis State: MN Zip: 55402-0906

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

8. Deposit account number: 50-0937

(Attach duplicate copy of this page if paying 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.

Robert W. Gutenkauf

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 012064 FRAME: 0007

ASSIGNMENT

Attorney Docket No. 83403

WHEREAS, I, Philip S. Martens, residing at 3401 N.E. Lincoln Street, Minneapolis, MN 55418, am the inventor of an exercise machine for which I have prepared and on the 9th day of August, 2000, filed in the United States Patent Office a Provisional Patent Application which has been assigned Serial Number 60/223,945; and for which I have prepared and on the 3rd day of August, 2001, executed a non-provisional patent application entitled WEIGHT LIFTING EXERCISE MACHINE FOR USE WITH DUMBBELL WEIGHTS for filing in the United States Patent and Trademark Office preparatory to obtaining Letters Patent for the United States therefor; and

WHEREAS, MILLENNIUM FITNESS LTD, a corporation organized and existing under the laws of the State of Minnesota, and having an office and place of business at 25 S.E. University Avenue, Minneapolis, MN, 55414 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and applications for the United States and for all foreign countries and in and to any and all foreign and domestic Letters Patent which may be granted therefor;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to me in hand paid, the receipt and sufficiency of which are hereby acknowledged, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid applications, and in and to the said application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom, and I do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns;

AND, for the consideration aforesaid, I materially represent to Assignee, its successors and assigns, that at the time of the execution and delivery of these presents, I am the lawful owner of the entire right, title and interest in and to the invention, application and any Letters Patent above mentioned, and that the same are unencumbered, and that I have good right and lawful authority to sell and convey the same in the manner herein set forth;

AND, for the consideration aforesaid, I hereby individually covenant and agree to and with Assignee, its successors and assigns, that whenever its counsel or the counsel of its successors or assigns, learned in the law, shall advise that an amendment or division of, or any continuation-in-part thereof, or any other proceeding in connection with the filing or prosecution of said domestic or foreign patent applications, including interference proceedings, is lawful and desirable, or that a reissue or extension of said Letters Patent is lawful and desirable, I, or my executors, administrators or assigns will sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or extension of the same, without charge to Assignee, its successors or assigns, but at Assignee's expense.

I hereby request the Honorable Commissioner of Patents to issue the Letters Patent to Assignee in accordance with this instrument.

ASSIGNMENT OF PHILIP S. MARTENS

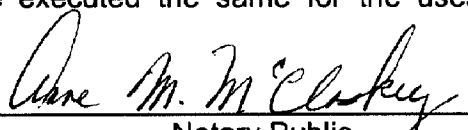
Inventor: Philip S. Martens
Attorney Docket No. 83403
Page Two

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of August, 2001.


Philip S. Martens

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 3rd day of August, 2001, before me personally appeared Philip S. Martens, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.


Notary Public



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