

RE

08-24-2001

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Y

To the Honorable Commissioner of Pa

101822277

ached original documents or copy thereof

1. Name of conveying party(ies):

RPM, Inc.

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

2. Name and address of receiving party(ies)

Name: Millennial Fitness, L.L.C.

Internal Address:

Street Address: 165 Wright Brothers Drive

City: Salt Lake City State: Utah ZIP: 84116

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: February 7, 2001

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)

09/778,419

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Hal D. Baird, PATE PIERCE & BAIRD

Internal Address:

Street Address: 50 West Broadway, Suite 900

City: Salt Lake City State: UT ZIP: 84101

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:

(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.*

Hal D. Baird

Name of Person Signing

Hal D. Baird

Signature

August 15, 2001

Date

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

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

PATENT

REEL: 012092 FRAME: 0916

08/23/2001 LMIILLER 00000122 097784 01 FC:581

ASSIGNMENT

WHEREAS, RPM, Inc. (hereinafter referred to as "Assignor"), a corporation of the State of Utah, having its principal place of business at 165 Wright Brothers Drive, Salt Lake City, Utah 84116, is the owner of the entire right, title and interest in and to application for United States Letters Patent Serial No. 60/181,315 filed on February 9, 2000, entitled LIGHTWEIGHT, CLEAR-PATH, EQUILIBRATED TREADMILL, and the invention therein described (hereinafter referred to as the "invention").

Preferred embodiments of said invention are also disclosed in the United States patent application executed concurrently herewith and now identified as File No. 2976.2.1 of the law firm of Pate Pierce & Baird, 50 West Broadway, Suite 900, Salt Lake City, Utah 84101, and filed in the United States Patent and Trademark Office as Serial No. 09/778,419 on February 7, 2001. (We hereby authorize the attorneys of Pate Pierce & Baird to insert said serial number and filing date when known.)

WHEREAS, Millennial Fitness, L.L.C. (hereinafter referred to as "Assignee"), a limited liability company organized under the laws of the State of Utah, having its principal place of business at 165 Wright Brothers Drive, Salt Lake City, Utah 84116 desires to acquire the entire right, title and interest in and to said invention.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which are hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE:

The entire right, title, and interest in said invention; in the above-identified United States patent applications, and in all divisions, continuations and continuations-in-part thereof, and in all reissues and extensions of Letters Patent and Patents granted thereon; in all corresponding applications filed in countries foreign to the United States; and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the Assignee, its successors, assigns, and legal representatives.

The Assignor hereby agrees, without further consideration and without expense to it, to sign all lawful papers and to perform all other lawful acts which the Assignee may

request to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This Assignment and Agreement shall be binding upon the Assignor's heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Assignor has caused the hand of its duly authorized representative to be subscribed hereto.

RPM, Inc.

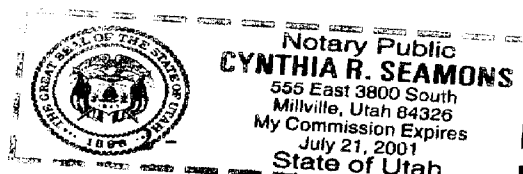
Ray Alan Seamons  
President

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On Feb. 7, 2001, before me personally appeared Ray Alan Seamons, the President of RPM, Inc. known to me to be the person described, who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.

NOTARY PUBLIC  
Residing at 10111

My Commission Expires: 7-21-01



## PATENT

**RECORDED: 08/20/2001**

REEL: 012092 FRAME: 0918