

ASSIGNMENT

ASSIGNMENT OF PATENT RIGHTS FROM CCS FITNESS, INC. TO ROBERT E. RODGERS, JR.

CCS, Fitness, Inc. a Colorado corporation (hereinafter referred to as "CCS") hereby assigns, transfers, and sets over to Robert E. Rodgers, Jr., of Canyon Lake, Texas (hereinafter referred to as "Mr. Rodgers") all of its right, title and interest in and to (1) the United States patent set forth in Exhibit A hereto (hereinafter referred to as the "U.S. Patent"), (2) any and all inventions throughout the world as disclosed and claimed in the U.S. Patent, (3) any and all direct and indirect divisions, continuations, and continuations-in-part of any applications based on the U.S. Patent, and any and all letters patents in the United States which may be granted therefor, (4) any and all re-issues, re-examinations, and extensions of any U.S. Patent or any forthcoming letters patent as set forth in item (3) above, and (5) any and all patent applications disclosing or claiming one or more of the inventions set forth in any U.S. Patent filed in any foreign country and all Foreign Patents issuing therefrom, and all direct and indirect divisions, continuations, and related applications of any application based on the U.S. Patent, and any and all letters patents in the United States issuing therefrom, filed in any foreign country and all Foreign Patents issuing therefrom (herein "Patents" shall include both "U.S. Patents" and "Foreign Patents").

CCS hereby acknowledges that this assignment to Mr. Rodgers (hereinafter referred to as "Assignment") is effective as of February 6, 2002 based on the arbitrators' ruling in the arbitration captioned *Robert E. Rodgers, Jr. v. CCS LLC and CCS Fitness, Inc.*, American Arbitration Association Case No. 77 133 00198 01 (the "Arbitration"). All claims for damages, and all right to collect such damages, resulting from infringement of the Patents

before February 6, 2002 shall remain unchanged by this Assignment. All claims for damages, all right to collect such damages, resulting from infringement of the Patents on or after February 6, 2002 shall belong to Mr. Rodgers. All right to control litigation concerning infringement of the Patents shall belong to Mr. Rodgers as of February 6, 2002. This Assignment shall be held and enjoyed by Mr. Rodgers, for his own use and benefit, and the use and benefit of his successors, legal representatives and assigns, to the full extent of the term or terms for which the Patent or any forthcoming Patents may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by CCS, had this Assignment not been made.

CCS hereby represents and warrants to Mr. Rodgers, his successors, legal representatives and assigns, that, at the time of execution and delivery of the Patents and all other rights conveyed hereunder, including any pending and forthcoming U.S. and foreign patent applications and all Patents as provided for herein, with the sole exception of any prior and valid security interest or lien rights held by Guaranty Bank and Trust Company, CCS is the sole and lawful owner of the entire right, title, and interest in and to the inventions covered by the Patents and any pending and forthcoming U.S. and foreign patent applications and all patents issuing therefrom, and that the same are unincumbered and that CCS has good and full right and lawful authority to assign and convey the same in the manner herein set forth. CCS further covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

CCS hereby covenants and agrees to and with Mr. Rodgers, his successors, legal representatives and assigns, that CCS will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done to effect the Assignment and transfer of all rights as set forth herein, including the execution of any additional documents required by

the U.S. Patent and Trademark Office and any foreign patent office to effect and record this Assignment and transfer of all rights as set forth herein. CCS also covenants and agrees to and with Mr. Rodgers, his successors, legal representatives and assigns, that CCS will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done in connection with the ongoing prosecution, or other proceeding, of any pending U.S. or foreign patent application as defined herein to effect the Assignment and transfer of all rights as set forth herein.

CCS hereby authorizes and requests any official in any country, whose duty consists of issuing patents or trademark registrations or other evidence or forms of any intellectual property protection, including the Commissioner of the United States Patent and Trademark Office, to recognize and record this Assignment and to issue to Mr. Rodgers and his successors, legal representative or assign all divisions, continuations and re-issues of the U.S. Patent and any issued patent in any country corresponding to, or based on, the U.S. Patent, or any forthcoming patents based on any pending application or forthcoming applications related to the U.S. Patent.

CCS hereby covenants and agrees to do everything possible to aid Mr. Rodgers, his successors, legal representatives, and assigns, to obtain and enforce his ownership rights in the Patents. CCS will undertake the actions described in this paragraph without compensation and without expense to Mr. Rodgers.

This Assignment is intended to clarify a typographical error that was included in a prior Assignment (the "Prior Assignment") to Mr. Rodgers executed by CCS on February 12, 2002. Exhibit A to the Prior Assignment described eighteen patents, including a ninth patent which was described as follows: patent number 5,563,662 with the issue date August 5, 1997 and the title Stationary Exercise Apparatus. This description was correct, except that two

numerals in the patent number were transposed. As reflected on Exhibit A hereto, the intended and correct description of this patent is as follows: patent number 5,653,662 with the issue date August 5, 1997 and the title Stationary Exercise Apparatus. CCS acknowledges that the intent of the Prior Assignment was to accomplish the assignment of this patent to Mr. Rodgers.

Executed at Denver, Colorado on this 26th day of February, 2002.

CCS FITNESS, Inc.

By: [Signature]

Name: Albert D. Fosberry

Title: President + CEO

STATE OF COLORADO

City of
COUNTY OF Denver

)
) ss.
)

Subscribed and sworn to before me by Albert Fosberry on this 26th day of February, 2002.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 12/11/2005

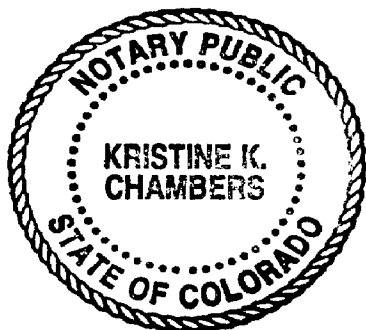


EXHIBIT A TO ASSIGNMENT

**PATENT ASSIGNED BY CCS FITNESS, INC.
TO ROBERT E. RODGERS, JR.**

| | Number | Issue Date | Title |
|--|---------------|-------------------|-------------------------------|
| | 5,653,662 | August 5, 1997 | Stationary Exercise Apparatus |