(Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the honorable Commissioner of Pate	inease record the attached original documents or copy thereof.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)	
CCS FITNESS, INC.	Name: Robert E. Rodgers, Jr.	
3.5.02	Internal Address:	
Additional name(s) of conveying party(les) attached? Yes No	F	
3. Nature of conveyance:		
Assignment 🖳 Merger		
☐ Security Agreement ☐ Change of Name	Street Address: 974 Kings Point Drive	
☐; Other		
	City: Canyon Lake State: TX Zip: 78133	
Execution Date:	Additional name(s) & address(es) attached? ☐; Yes ☒; No	
Application number(s) or patent number(s):		
If this document is being filed together with a new applie	cation, the execution date of the application is:	
A. Patent Application No.(s)	B. Patent No.(s) 5,653,662	
7.1.7 d.o.ii.7 ppiloddoi. 110.i(o)	5.1 dishi 110.(0)	
A d d 15t 1 to		
	ached? 🗓 Yes 🕱 No	
5. Name and address of party to whom correspondence concerning document should be mailed:	b. Lotal number of applications and patents involved:	
Name: David G. Henry	7. Total fee (37 CFR 3.41)\$_40.00	
Internal Address:	⊑¦ Enclosed	
	Authorized to be charged to deposit account	
	8. Deposit account number:	
Street Address: 900 Washington Avenue		
7th Floor	50-0894	
City: Waco State: Texas Zip: 76703	(Attach duplicate copy of this page if paying by deposit absount)	
DO NOT USE THIS SPACE		
5. Statement and Signature.		
To the best of my knowledge and belief, the foregoing information is true and correct and any attached construction is a true copy of the original document.		
DAVID G. HENRY	$\frac{\partial}{\partial \omega} = \frac{\partial}{\partial \omega} = \frac{\partial}$	
Name of Person Signing Signature Daté 교		
Total number of pages including cover sheet, attachments, and documents:		

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

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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

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 convenants 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

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this Assignment not been made.

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 convenants 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

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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 Doors	, Colorado on this <u>a & day</u> of February, 2002	2.
	CCS FITNESS, Inc.	
	Ву:	-
	Name: Albert D. Fosbernen	<u></u>
	Title: Presidet + (FO	_
STATE OF COLORADO)	
COUNTY OF Dense) ss. .)	
Subscribed and sworn to before 2002.	e me by an of February of February	uary,

WITNESS my hand and official seal.

My Commission Expires: \a \1\1\2005

Notary Public

KRISTINE K. CHAMBERS

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R. Chambera

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

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RECORDED: 03/05/2002