## 06-06-2002

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(Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)  PATENT	12914 U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Tab settings ➡ ➡ ➡  To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies)
James H. Levine  Joop F. Hoekstra  6-4-02	Name: FitnessLab, LLC
Joop F. Hoekstra	Internal Address:
	mema Addiess.
Additional name(s) of conveying party(ies) attached? Yes No	
3. Nature of conveyance:	
Assignment (see Other) Merger	Street Address: 60 Lake Shore Drive North
Security Agreement Change of Name	
Other Document ID No. 102028709	
	City: Westford State: MA Zip: 01886
Execution Date: Levine (3/4/02); Hoekstra (3/4/02)	Additional name(s) & address(es) attached? Yes V No
4. Application number(s) or patent number(s):	
If this document is being filed together with a new appli	cation, the execution date of the application is:
A. Patent Application No.(s)	B. Patent No.(s)
10/092,907	
	ached? Yes V No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name: Jerry Cohen	7. Total fee (37 CFR 3.41)\$\$
Perkins, Smith & Cohen, LLP	Enclosed
	Authorized to be charged to deposit account
Street Address: One Beacon Street	8. Deposit account number:
City: Boston State: MA Zip: 02108	(774 <u>min</u> 1
9. Signature.	THIS SPACE :
9. Signature.	MMN
Peter J. Borghetti, Reg. No. 42,345	May 22, 2002
Name of Person Signing	Signature Date
Total number of pages including cove	r/sheet attachments, and documents:

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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To the Honorable Commissioner of Patents and Trademark	s: Please record the attached c	original documents or copy thereor
Name of conveying party(ies):     James H. Levine     Joop F. Hoekstra	2. Name and address Name: FitnessLab	of receiving party(ies)
Additional name(s) of conveying party(ies) attached? Yes No		8
3. Nature of conveyance:	·	<u> </u>
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		State: MA_Zip: 01886
Execution Date:	Additional name(s) & ad	ddress(es) attached? Yes
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PATENT REEL: 012947 FRAME: 0322

## **ASSIGNMENT**

WHEREAS, we, James H. Levine, a resident of Westford, Massachusetts, and Joop F. Hoekstra, a resident of Medfield, Massachusetts (hereinafter referred to collectively as "Assignors"); have jointly made an invention entitled VARIABLE RADIUS FLEXIBILITY APPARATUS, for which an application for a United States Patent is being filed herewith.

WHEREAS, FitnessLab, LLC, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having its principal place of business at 60 Lake Shore Drive North, Westford, Massachusetts 01886 (hereinafter referred to as "Assignee"), is desirous of acquiring right, title and interest in said invention.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors by these presents, do sell, assign and transfer to Assignee, Assignors entire right, title and interest, for the United States of America and its possessions and territories and for all foreign countries, in and to said invention, including all rights of priority created and conferred by any treaty or international convention which is available in connection with said invention, including the right to apply for patent rights, U.S. or foreign, and in any continuations, divisions, substitutes, renewals, reissues or other applications filed in the U.S. or abroad (including multinational filing arrangements of all kinds), and in any U.S. or foreign patents issued on any such applications and reissues, extensions and renewals thereof, to be held and enjoyed by Assignee, for its own use and behalf and for its successors and assigns, to the full ends of the terms or extended terms for which any Letters Patents or the like may be granted, as fully and entirely as the same would have been held by Assignors had this sale, assignment and transfer not been made.

Assignors hereby authorize and request the Commissioner of Patents of the United States, and any official of any country or countries (including multinational filing arrangements of all kinds), whose duty it is to receive and/or examine applications for patents or similar industrial property, issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors and assigns, in accordance with the terms of this instrument.

Assignors covenant with Assignee, its successors, assigns, and legal representatives that Assignors have full right to convey the entire interest herein assigned, and that Assignors have not executed any agreement in conflict herewith and will not execute any agreement or conveyance in conflict herewith.

Assignors further covenant and agree to communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignors respecting said invention, and testify in any legal proceeding, sign all lawful papers, including, without limitation,

PATENT REEL: 012947 FRAME: 0323 application papers, assignments, powers of attorney, declarations, and other instruments, execute all divisional, continuing, substitute, reissue, renewal and foreign applications, make all truthful oaths, declarations and statements, and generally do everything reasonably requested of Assignors by Assignee, or its successors or assigns to aid Assignee, its successors or assigns, to obtain, enforce and/or exploit said invention.

Executed this 1th day of March, 2002.

James H. Levine

Commonwealth of Massachusetts, )

County of Middlesex ) ss

Before me appeared James H. Levine on this <u>Utt</u> day of <u>Mark</u>, 2002, who signed this Assignment document, and who acknowledges that he signed it as a free act on his behalf.

Constantini Struge Notary Public

My commission expires \_\_\_\_

Commonwealth of Massachussetts
My Commission Expired Aug 0, 2007

SEAL

Executed this 4th day of M	uch, 2002.
	Son Mar
	Joop F. Hoekstra
Commonwealth of Massachusetts, )	
County of Widdlesex )	SS.

Before me appeared Joop F. Hoekstra on this \( \frac{1}{2} \) day of \( \frac{1}{2} \) day, 2002, who signed this Assignment document, and who acknowledges that he signed it as a free act on his behalf.

Notary Public

My commission expires

Constanting Stringed
NOTARY PUBLIC
Commonwealth of Massachussetts
My Commission Expires Aug C 2007

**SEAL** 

**RECORDED: 03/06/2002**