**Box: ASSIGNMENTS** 

**Assistant Commissioner for Patents** 

Washington, D.C. 20231

06-07-2002

102115490

6.3.02

Sir:

Please record the attached original document or true copy, having the

following particulars:

Attorney Docket:

0863-051D

Patent Application No:

29/149,434

Filing Date:

10/10/2001

Title:

CABLE EXERCISE DEVICE

Assignor(s): Jeffrey Berns

Assignee:

GT Merchandising & Licensing Corp.

Address:

16 East 40th Street

New York, NY

Nature of conveyance: Assignment

Total number of applications/patents involved:

Fee enclosed:

\$ 40

Date of execution:

May 20, 2002

All correspondence, including the recorded document, should be sent to the address below.

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.

Date:

May 20, 2002

Fritz L Schweitzer III/

PTO Reg. No. 39,363

Schweitzer Cornman Gross & Bondell LLP, 292 Madison Avenue, 19<sup>th</sup> Flr, New York, NY 10017

06/06/2002 GTON11

00000087 29149434

01 FC:581

40.00 OP

**PATENT** REEL: 012954 FRAME: 0008

## ASSIGNMENT

WHEREAS, Jeffrey Berns, hereinafter referred to as the ASSIGNOR, has made an invention in an EXERCISE DEVICE and has an application for Letters Patent of the United States covering said invention having serial number 29/149,434, filed October 10, 2001.

AND, WHEREAS, GT Merchandising & Licensing Corp., a corporation organized under the laws of the State of New York, having a place of business at 16 East 40<sup>th</sup> Street, 12<sup>th</sup> Floor, New York, NY, hereinafter called the ASSIGNEE, is desirous of obtaining the entire right, title, and interest in, to and under said invention and said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the ASSIGNOR hereby sells and assigns to the ASSIGNEE, its successors, legal representatives and assigns, the entire, right, title and interest in, to and under the said invention, and the said application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and patent term extensions thereof, and all applications for Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Patents which may be granted for said invention in any country or countries foreign to the United States and all patent term extensions, renewals and reissues thereof, together with any and all rights of Priority relating to said invention, said applications and said Patents; and the ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Patents for said invention to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

The ASSIGNOR has full right to convey the entire interest herein assigned, and have not made, and will not make, any agreement in conflict herewith.

The ASSIGNOR further agrees to communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNOR respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, it successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

IN WITNESS WHEREOF, this Assignment has been executed by the ASSIGNOR on the date opposite the signature of the ASSIGNOR.

05/20/62

Jeffrey Berns

Schweitzer Cornman Gross & Bondell LLP. 292 Madison Avenue, New York, NY 10017 USA

PATENT RECORDED: 06/03/2002 REEL: 012954 FRAME: 0009