

09-15-2003

FORM PTO-1595  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
ET Patent and Trademark Office  
Docket No.: 07550001AA

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Steve Yauger</p> <p>Additional names of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> <p>3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: September 4, 2003</p>	<p>2. Name and address of receiving party(ies): Name: PILR SYSTEMS, INC. Internal Address: Street Address: 4060 D Peachtree Road, PMB 266 City: Atlanta State or Country: Georgia Zip Code: 30319</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
<p>4. Application number(s) or patent number(s): Title: EXERCISE MACHINE</p> <p>If this document is being filed together with a new application, the execution date of the application is September 4, 2003</p> <p>A. Patent Application No(s). 10655293 filed on B. Patent No(s). Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Andrew M. Calderon, Esq. McGuireWoods LLP 1750 Tysons Boulevard, Suite 1800 McLean, Virginia 22102</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Total fee due <input checked="" type="checkbox"/> Any deficiencies in the enclosed fees</p> <p>8. Deposit account number: 23-1951</p>
<p>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.</p> <p>Andrew M. Calderon Name of Person Signing</p> <p> Signature</p> <p>September 5, 2003 Date</p>	

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PATENT  
REEL: 014474 FRAME: 0971

**ASSIGNMENT**

Whereas, Assignor has invented certain new and useful processes, machines, articles of manufacture, compositions of matter, and/or improvements thereof ("Invention") disclosed in

☒ an application for United States Letters Patent entitled **EXERCISE MACHINE** ("Application");

☐ upon which United States Letters Patent, Patent Number \_\_\_\_\_, has issued ("Patent");

Whereas, Assignor desires to convey all rights, title and interests in and to the same to PILR SYSTEMS, INC. ("Assignee"), with offices located at 4060 D Peachtree Road, PMB 266, Atlanta, GA 30319;

Now, for valuable consideration by Assignee to Assignor, the receipt of which is hereby acknowledged, and for other good and valuable consideration, Assignee and Assignor hereby agree as follows:

Assignor hereby conveys, assigns, sells and transfers to Assignee all rights, title and interests in and to the Invention disclosed in said application and in and to any Letters Patent of the United States, any continuation, division, renewal, or substitute thereof, and hereby grant to Assignee the right to apply in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed for the Invention in any and all countries, including (without limitation) all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions and renewals thereof.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Assignor further covenants that Assignee will, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to the Invention, Patent, Application and any patents granted thereon, as may be known and accessible to Assignor, and Assignor will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee or Assignee's legal representative any and all papers, instruments or affidavits required to apply for, protect, obtain, maintain, issue, defend and enforce the Application, Patent, Invention, whether in the U.S. or any and all foreign countries and any patents granted thereon and/or for obtaining any reissue or reissues of any patent which may be granted for the invention and perform such further acts which may be necessary or desirable to carry out the intent of this agreement as the Assignee thereof shall hereafter require and prepare at assignee's expense..

IN WITNESS WHEREOF, Assignor has hereunto set hand and seal.

Assignor:

Signature: \_\_\_\_\_

Print

Name: \_\_\_\_\_ Steve Yaeger

Address: \_\_\_\_\_ 5802 Christopher Lane, Richmond VA 23226

Date: \_\_\_\_\_ 9-4-03