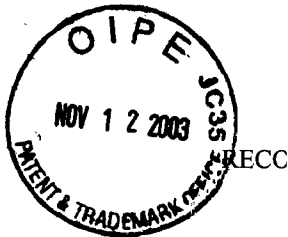


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DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
Docket No.: 2039280-5006C1

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

<p>1. Name of conveying party(ies):</p> <p><b>BackProject LLC</b></p> <p>Additional names of conveying party(ies) attached?  <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> <p>3. Nature of Conveyance</p> <p><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: <b>June 10, 2003</b></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <b>BackProject Corporation</b></p> <p>Internal Address:</p> <p>Street Address: <b>1693 Samedra Street</b>  City: <b>Sunnyvale</b>  State or Country: <b>California 94087</b></p> <p>Additional name(s) &amp; address(es) attached?  <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
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4. Application number(s) or patent number(s):

Title: **RESTRAINT AND EXERCISE DEVICE**

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No(s). **10/253,615** filed on **September 25, 2002**

B. Patent No(s). \_\_\_\_\_

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Richard S. Meyer, Esq.  McGuireWoods LLP  1750 Tysons Boulevard, Suite 1800  McLean, Virginia 22102  (703) 712-5427 (Telephone)  (703) 712-5240 (Facsimile)</p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41): \$40.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><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: <b>23-1951</b></p>
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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.

Maryam M. Ipakchi, Reg. No. 51,835      Maryam M Ipakchi      November 12, 2003  
Name of Person Signing                                  Signature                                  Date

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## PATENT ASSIGNMENT

This ASSIGNMENT is made as of the 10<sup>th</sup> day of June, 2003, by BackProject LLC, a limited liability joint stock company organized under the laws of the State of Missouri, with a principal address of 1693 Samedra Street, Sunnyvale, California 94087 ("Assignor"), in favor of BackProject Corporation, a corporation organized under the laws of the State of California, with a principal address of 1693 Samedra Street, Sunnyvale, California 94087 ("Assignee").

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

United States Patent Application No. 10/157,860 entitled **RESTRAINT AND EXERCISE DEVICE**;

United States Patent Application No. 10/253,615 entitled **RESTRAINT AND EXERCISE DEVICE**;

United States Provisional Patent Application No. 60/330,423 entitled **A DEVICE**;

United States Provisional Patent Application No. 60/301,392 entitled **AN EXERCISE DEVICE**;

Ireland Patent Application No. 2001/0923 entitled **A DEVICE**;

European Patent Application No. 01650069.6-2318 entitled **AN EXERCISE DEVICE**;

PCT International Patent Application No. PCT/US02/17113 entitled **RESTRAINT AND EXERCISE DEVICE**;

Whereas, Assignor desires to convey to Assignee all rights, title and interests in and to the above-identified and all other patent rights owned by Assignor as of the date of this Assignment:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee all rights, title and interests in and to the inventions and discoveries disclosed in the above-identified patent applications, any and all Letters Patents of the United States or any other Country issuing therefrom, including (without limitation), any continuation, division, renewal, or substitute thereof, and hereby grants 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 inventions and discoveries in any and all countries, including (without limitation) all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions, reexaminations and renewals thereof.

2. Assignor further covenants that Assignee will, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to the inventions, 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 Applications, Patents, inventions, 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 inventions and perform such further acts which may be necessary or

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desirable to carry out the intent of this agreement as the Assignee thereof shall hereafter require and prepare at Assignee's expense.

3. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Intellectual Property, and to receive any and all damages awarded as a result of any such claim.

4. Assignor represents and warrants that it has the authority to make and enter into this Assignment. Assignor further represents and warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment, and that this Assignment will not violate Assignor's obligations to or with any third party.

5. Assignor shall not, at any time, contest the validity or enforceability of the Intellectual Property, or take any action that would impair the value of the Intellectual Property.

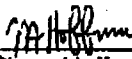
6. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment.

7. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first written above.

Assignor: BACKPROJECT, LLC

By:

  
\_\_\_\_\_  
Steve Hoffman

Title:

Chief Executive Officer

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