

8/5/04

08-09-2004

Form PTO-1595
(Rev. 03/01)

RECOR



DEPARTMENT OF COMMERCE
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OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

Air FitnessLab, LLC

2. Name and address of receiving party(ies)

Name: Stretch FitnessLab, LLC

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Street Address: 60 Lake Shore Drive North

City: Westford State: MA Zip: 01886

Execution Date: 6/22/04

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s) _____

10/092,907

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jerry Cohen

Internal Address: Perkins Smith & Cohen LLP

Street Address: One Beacon Street, 30th Floor

City: Boston State: MA Zip: 02108-3106

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Peter J. Borghetti, Reg. No. 42,345

Name of Person Signing

Signature

8/3/04
Date

Total number of pages including cover 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

08/06/2004 METACHE 00000030 10092907

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PATENT
REEL: 015649 FRAME: 0230

ASSIGNMENT

WHEREAS, Air FitnessLab, LLC, a corporation organized and existing under the laws of the Commonwealth Massachusetts, having its principal place of business at 60 Lake Shore Drive North, Westford, Massachusetts 01886 (hereinafter referred to as "Assignor") owns an invention entitled VARIABLE RADIUS FLEXIBILITY APPARATUS, for which a United States non-provisional application was filed on March 6, 2002 as U.S. Application Serial Number 10/092,907.

WHEREAS, Stretch FitnessLab, LLC, a corporation organized and existing under the laws of the Commonwealth 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, Assignor by these presents, does sell, assign and transfer to Assignee, Assignor's 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 said application and 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 Assignor had this sale, assignment and transfer not been made.

Assignor hereby authorizes and requests 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.


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

Assignor further covenants and agrees to communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting said invention, and testify in any legal proceeding, sign all lawful papers, including, without

limitation, application papers, assignments, powers of attorney, declarations, and other instruments, execute all provisional and non-provisional U.S. and foreign applications, and divisional, continuing, substitute, reissue, renewal and foreign applications based on them, make all truthful oaths, declarations and statements, and generally do everything reasonably requested of Assignor by Assignee, or its successors or assigns to aid Assignee, its successors or assigns, to obtain, enforce and /or exploit said invention.

Executed this 22nd day of June, 2004.


Air FitnessLab, LLC, Assignor

By: 
James H. Levine, President
)
) ss.
)

Commonwealth of Massachusetts,

County of Middlesex

Before me appeared James H. Levine on this 22nd day of June, 2004, who signed this Assignment document, and who acknowledges that he signed it as a free act on behalf of Air FitnessLab, LLC, as its president.


Notary Public
My commission expires 4/24/2009

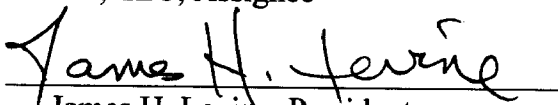
SEAL



WENDY E. BAKER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 24, 2009

ACCEPTED:

Stretch FitnessLab, LLC, Assignee

By: 
James H. Levine, President
Date: June 22, 2004