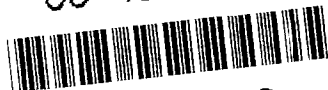


05-12-2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103001332

SHEET

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Kevin G. Abelbeck

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 14, 2005

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: The Brinkmann Corporation

Internal Address:

Street Address: 4215 McEwen Road

City: Dallas

State: Texas

Country: USA Zip: 75244

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

4. Application or patent number(s):

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kevin G. Abelbeck

Internal Address:

Street Address: 4215 McEwen Road

City: Dallas

State: Texas Zip: 75244

Phone Number: (972) 716-4204

Fax Number: (972) 770-8576

Email Address: kabelbeck@thebrinkmanncorp.com

6. Total number of applications and patents involved: 1 (one)

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
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9. Signature:

Signature

Date

Kevin G. Abelbeck

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

05/11/2005 ECDOPER 00000018 11122358

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PATENT
REEL: 016540 FRAME: 0438

ASSIGNMENT

WHEREAS I, Kevin G. Abelbeck, residing at 14700 Marsh Lane, #527, Addison, TX 75001, have invented certain new and useful improvements disclosed in an application for United States Letters Patent : Exercise Device with Safety Lock.

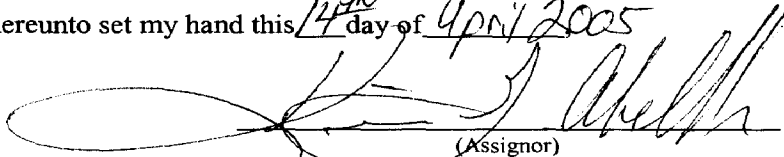
AND WHEREAS The Brinkmann Corporation at 4215 McEwen Road, Dallas, TX 75244 (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee"), wants to acquire the entire right, title and interest in and to said improvements and application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to said improvements, and said application and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters Patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this agreement;

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

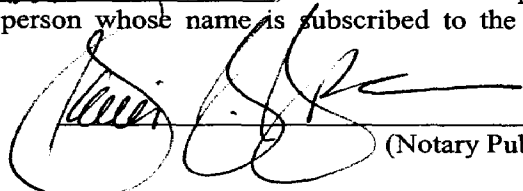
AND I HEREBY further covenant and agree that I will communicate to Assignee any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 14th day of April, 2005


(Assignor)

STATE OF TEXAS)
COUNTY OF Dallas) ss.

On April 14, 2005, before the undersigned, a Notary Public for the state and county aforesaid, personally appeared KEVIN ABELBECK, known to me or proved to me on the basis of satisfactory evidence to be this person whose name is subscribed to the above assignment, and acknowledge that he executed the same.


(Notary Public)

