

07-07-2005



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U.S. DEPARTMENT OF COMMERCE
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7-5-05

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)

David Eric Morris

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

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

Execution Date(s) February 16, 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: Pro-Fit International Limited

Internal Address: _____

Street Address: Sanderson House

Station Road

City: Horsforth

State: Leeds

Country: United Kingdom Zip: LS18 5NT

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)

5,987,721

Additional numbers attached? ☐ Yes ☒ No

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

Name: Harold W. Milton, Jr./Howard & Howard Attorneys

Internal Address: The Pinehurst Office Center

Suite #101

Street Address: 39400 Woodward Avenue

City: Bloomfield Hills

State: Michigan Zip: 48304

Phone Number: (248) 723-0352

Fax Number: (248) 645-1568

Email Address: hwm@h2law.com

6. Total number of applications and patents involved: 1

- 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 _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Harold W. Milton, Jr.

Signature

June 30, 2005

Date

Harold W. Milton, Jr.

Name of Person Signing

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

5

40E

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

07/06/2005 EC00PER 00000139 5987721

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40.00 OP

PATENT
REEL: 016735 FRAME: 0399

DATED 16. 02 2005

DAVID ERIC MORRIS (1)

And

PRO-FIT INTERNATIONAL LIMITED (2)

PATENT ASSIGNMENT

Hammonds

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Offices and Associated Offices Acosta Berlin Birmingham Brussels Hong Kong Leeds London Madrid Manchester Milan
Munich Paris Rome Turin

Website www.hammonds.com

Reference /

DATE OF ASSIGNMENT

16th January 2005

2005

PARTIES

- (1) DAVID ERIC MORRIS of Larkrise, Cragg Wood Drive, Rawdon, Leeds LS19 6LG (the "Assignor")
- (2) PRO-FIT INTERNATIONAL LIMITED (Company Number 2915940) whose registered office is at Sanderson House, Station Road, Horsforth, Leeds LS18 5NT (the "Assignee")

INTRODUCTION

- A The Assignor is the inventor of the inventions disclosed in the Patent and is the owner and registered proprietor of the Patent (as defined below).
- B The Assignor agreed in 2002 to assign the Patent to the Assignee. This Agreement gives effect to that agreement.

NOW IT IS HEREBY AGREED THAT:-

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including the Introduction above) the following terms shall have the following meanings:-

"Patent" means the United States patent number 5,987,721.

"Party" means a party to this Agreement and the term "Parties" shall be construed accordingly.

2 GRANT OF RIGHTS

- 2.1 In consideration of the payment by the Assignee to the Assignor of the sum of £1.00 (one pound sterling) (the receipt of which is hereby acknowledged by the Assignor) and such other valuable consideration as the Parties shall agree in the future, the Assignor HEREBY ASSIGNS to the Assignee absolutely all the right, title and interest in and to the Patent.
- 2.2 The assignment effected by Clause 2.1 of this Agreement shall include (without limitation):-
- (a) the right for the Assignee to bring infringement proceedings and to obtain damages or an account of profits and other remedies against any third party in respect of the Patent including in respect of all infringements whether taking place before, on or after the date of this Assignment;
 - (b) the right to grant both exclusive and non-exclusive sub-licences of the Patent (with the right for the sub-licensee to sub-sub-license on) retrospectively in respect of any acts committed prior to the date of this Agreement.

3 FURTHER ASSISTANCE

- 3.1 The Assignor will provide the Assignee (at the request of the Assignee) with all such assistance and execute such further documents or do such further things as may be required by the Assignee to give full effect to the assignment of the Patent effected by this Agreement.

4 ENTIRE AGREEMENT

- 4.1 This Agreement constitutes the entire Agreement between the Parties relating to the subject matter and each Party confirms to the other that it has not entered into this Agreement on the basis of or in reliance on any representations or warranties made or given by the other Party, its servants or agents other than as set out in this Agreement. Nothing in this sub-clause shall, however, operate to limit or exclude any liability for fraud.

5 GOVERNING LAW AND JURISDICTION

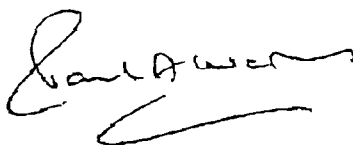
- 5.1 This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

6. POSITION OF THIRD PARTIES

- 6.1 No person who is not a party to this Agreement shall have any right to enforce it pursuant to the Contracts (Rights of Third Parties) Act 1999.

Signed by the parties to signify their agreement to its terms on the date first above written:-

SIGNED by *David Morris* for and on behalf
of PRO-FIT INTERNATIONAL LIMITED



SIGNED by DAVID ERIC MORRIS

