

RECOI

09-20-2005

U.S. DEPARTMENT OF
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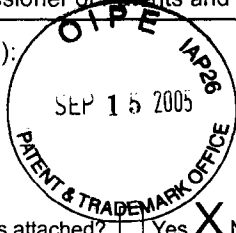
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To the Honorable Commissioner of Patents and Trademarks, Patent and Trademark Office, Washington, DC 20503
Send original documents or copy thereof.

1. Name of conveying party(ies):

William T. Dalebout
Gaylen W. Ercanbrack
Jeremy T. Butler
Robert L. Alleman



Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Name: **ICON IP, Inc.**

Internal Address: _____

Street Address: **1500 South 1000 West**

Logan, Utah 84321

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: **August 30, 2005**

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).

11/155,328

B. Patent No(s).

Additional numbers attached? Yes No

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

Name: **Christopher L. Johnson**

Mailing Address: **Thorpe, North & Western, LLP**

P.O. Box 1219

Sandy, UT 84091-1219

Street Address: **8180 South 700 East**

City: **Sandy** State: **Utah** Zip: **84070**

6. Total number of applications and patents involved: **1**

7. Total fee (27 CFR 3.41) **\$40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-0100 (Deficiencies Only)

(Attach duplicate copy of this page if paying by deposit account)

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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.

Christopher L. Johnson

Name of Person Signing

Signature

9/13/05
Date

Total number of pages including this cover sheet, attachments, and document: **7 pgs.**

Mail documents to be recorded with required cover sheet information to:

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Alexandria, VA 22313-1450

PATENT
REEL: 016982 FRAME: 0514

Christopher L. Johnson
THORPE NORTH & WESTERN, LLP
P.O. BOX 1219
SANDY, UTAH 84091-1219

ASSIGNMENT

WHEREAS, we, William T. Dalebout, resident of North Logan, Utah, whose postal mailing address is 1980 North Watertree, North Logan, Utah 84341, Gaylen W. Ercanbrack, resident of Logan, Utah, whose postal mailing address is 88 South 1250 East, Logan, Utah 84321, Jeremy T. Butler, resident of Paradise, Utah, whose postal mailing address is 8865 South 300 West, Paradise, Utah 84328, and Robert L. Alleman, resident of North Logan, Utah, whose postal mailing address is 555 East 2050 North, North Logan, Utah 84341, (hereinafter "Assignors") have invented a certain new and useful improvement in a BREAKAWAY OR FOLDING ELLIPTICAL EXERCISE MACHINE for which an application for United States Letters Patent was filed on June 16, 2005 as THORPE NORTH & WESTERN L.L.P. Docket No. 24335, and given U.S. Patent Application Serial No. 11/155,328; and

WHEREAS, ICON IP, Inc., a corporation organized and existing under the laws of the State of Utah, having a business address of 1500 South 1000 West, Logan, Utah 84321 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, we the said Assignors, hereby grant and assign unto the said Assignee, our entire right, title and interest in said invention and in all patent applications based thereon, including but not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; the right, power and authority to file and prosecute U.S. and foreign patent applications on said

invention, and to do so in its own name wherever such right may be legally exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.

We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of our entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

Executed this 30 day of AUGUST, 2005 at LOGAN.



William T. Dalebout

STATE OF UT)

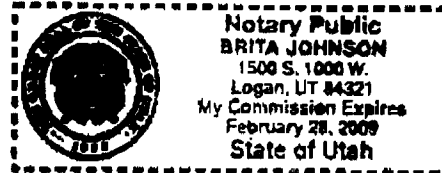
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County of CACHE)

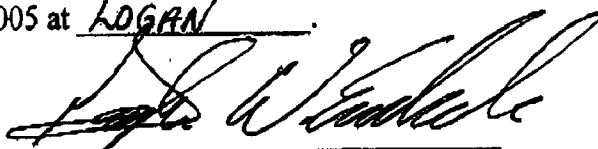
Before me personally appeared William T. Dalebout and acknowledged the foregoing instrument to be his free act and deed this 30 day of AUG., 2005.



Notary Public



Executed this 30 day of AUGUST, 2005 at LOGAN.




Gaylen W. Ercanbrack

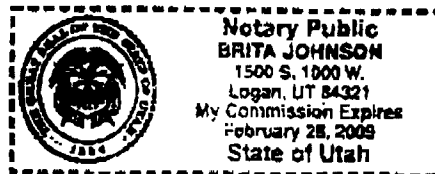
STATE OF UT)

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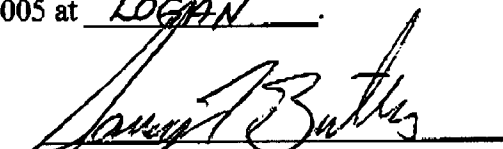
County of CACHE)

Before me personally appeared Gaylen W. Ercanbrack and acknowledged the foregoing instrument to be his free act and deed this 30 day of AUG., 2005.



Notary Public

Executed this 30 day of AUGUST, 2005 at LOGAN

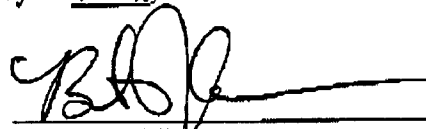

Jeremy T. Butler

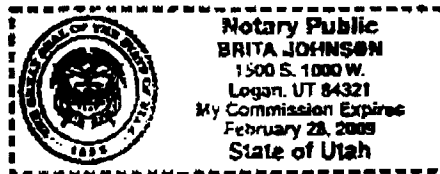
STATE OF UT

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County of CACHE

Before me personally appeared Jeremy T. Butler and acknowledged the foregoing instrument to be his free act and deed this 30 day of AUG. 2005.


Notary Public




Executed this 30 day of AUGUST, 2005 at LOGAN.



Robert L. Alleman

STATE OF UT)
: SS
County of CACHE)

Before me personally appeared Robert L. Alleman and acknowledged the foregoing instrument to be his free act and deed this 30 day of AUG, 2005.



Notary Public

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