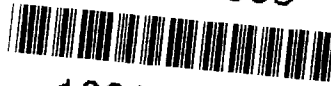


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Attorney Docket Number  
11669-001-999

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11/254289



101905

10-19-05

1. Name of conveying party(ies): John Paul Jaquish, Joseph Wesley McCoy and Paul Edward Jaquish  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>Performance Healthy Systems, LLC</u> Address: <u>4900 Redwood Road</u> <u>Napa, California 94558-9555</u>  Country (if other than USA):      Zip Code:  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment                              Merger  Security Agreement                              Change of Name  Other  Execution Date: <u>October 17, 2005</u>	

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: October 17, 2005

A. Patent Application No.(s)      -      B. Patent No.(s)

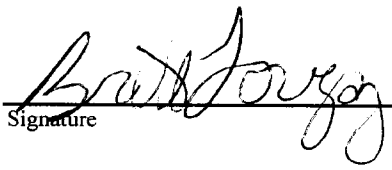
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  JONES DAY 222 East 41st Street New York, New York 10017	6. Number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41):.....\$ 40.00 Please charge to the deposit account listed in Section 8. 8. Deposit account number: <u>50-3013</u>
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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.*

Brett Lovejoy Name of Person Signing	42,813 Reg. No.	 Signature	<u>10/19/05</u> Date
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01 EC:8021 40.00 BR

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ASSIGNMENT

WHEREAS, WE, JOHN PAUL JAQUISH, JOSEPH WESLEY MCCOY and PAUL EDWARD JAQUISH, ASSIGNORS, citizens of the United States, the United States and the United States, residing at 4900 Redwood Road, Napa, California 94558-9555, 1330 Allyn Avenue, St. Helena, California 94574 and 4900 Redwood Road, Napa, California 94558-9555, are the inventors of the invention in SYSTEMS AND METHODS FOR ADMINISTERING AN EXERCISE PROGRAM for which we have executed an application for a Patent of the United States

- which is executed on  even date herewith or
- which is identified by Jones Day docket no. 11669-001-999
- which was filed on , Application No.
- We hereby authorize and request our attorney(s), Brett Lovejoy, at Jones Day, , to insert here in parentheses (Application number, \_\_\_\_\_ filed \_\_\_\_\_ ) the filing date and application number of said application when known.

and WHEREAS, PERFORMANCE HEALTHY SYSTEMS, LLC, ASSIGNEE, having a place of business at 4900 Redwood Road, Napa, California 94558-9555, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

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

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 10.17.05, 2005 [Signature] L.S.  
John Paul Jaquish

Date 10/17/05, 2005 [Signature] L.S.  
Joseph Wesley McCoy

Date October 17,, 2005 [Signature] L.S.  
Paul Edward Jaquish