

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
EFFECTIVE DATE:	12/13/2005								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Mr. John McVay</td><td>12/13/2005</td></tr><tr><td>Ms. Jane Kmatz</td><td>12/13/2005</td></tr><tr><td>Mr. Michael Clark</td><td>12/13/2005</td></tr></tbody></table>	Name	Execution Date	Mr. John McVay	12/13/2005	Ms. Jane Kmatz	12/13/2005	Mr. Michael Clark	12/13/2005	
Name	Execution Date								
Mr. John McVay	12/13/2005								
Ms. Jane Kmatz	12/13/2005								
Mr. Michael Clark	12/13/2005								
RECEIVING PARTY DATA									
Name:	Fitness Quest Inc.								
Street Address:	1400 Raff Road SW								
City:	Canton								
State/Country:	OHIO								
Postal Code:	44750								
PROPERTY NUMBERS Total: 1									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>29233835</td></tr></tbody></table>	Property Type	Number	Application Number:	29233835					
Property Type	Number								
Application Number:	29233835								
CORRESPONDENCE DATA									
Fax Number:	(216)363-4607								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	2163634453								
Email:	patent@bfca.com								
Correspondent Name:	Gregory S. Kolocouris								
Address Line 1:	2300 BP Tower								
Address Line 2:	200 Public Square								
Address Line 4:	Cleveland, OHIO 44114								
ATTORNEY DOCKET NUMBER:	23156-171								
NAME OF SUBMITTER:	Gregory S. Kolocouris								

OP \$40.00 29233835

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PATENT
REEL: 017304 FRAME: 0594

Total Attachments: 3

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ASSIGNMENT

WHEREAS, we, John McVay, residing at 7158 Fenwick Ave NE, Canton, Ohio, 44721; Jane Kmatz, residing at 8266 Georgetown Street, Louisville, Ohio 44641; and Michael Clark, residing at 2275 Thoroughbred Drive, Wadsworth, Ohio, 44281 (hereinafter collectively referred to as "ASSIGNOR") own the entire right, title, and interest in and to an invention relating to certain new and useful improvements which is identified as follows:

EXERCISE DEVICE

set forth in an application for Letters Patent of the United States, which is a design patent application bearing **Application Serial No. 29/233,835** and filed on **July 8, 2005** (hereinafter referred to as "Patent Application");

WHEREAS, as used herein, "Invention" means: (a) said Patent Application; (b) any and all inventions which are disclosed and claimed in said Patent Application; (c) any and all inventions which are disclosed but not claimed in said Patent Application; (d) and any all improvements, developments, and modifications to the invention deriving from said Patent Application; (e) any and all continuations, divisions, continuations-in-part, requests for continued examination, and all other applications which claim priority to said Patent Application, including but not limited to any and all applications filed pursuant to 37 C.F.R. 1.53; and (f) any and all continuations, divisions, continuations-in-part, requests for continued examination, and all other applications, including but not limited to those applications filed under 37 C.F.R. 1.53, to which said Patent Application claims priority;

WHEREAS, Fitness Quest Inc., a Delaware Corporation having its principal place of business at 1400 Raff Road SW, Canton, Ohio 44750, together with any successors, legal representatives or assigns thereof (hereinafter referred to as "ASSIGNEE") is desirous of acquiring ASSIGNOR'S entire right, title and interest in and to said Invention;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE, ASSIGNOR'S entire right, title and interest in and to said Invention, and all United States Letters Patents which may be granted thereon, and all reissues, reexaminations and extensions on said Invention, and all priority rights under all available International Agreements, Treaties and Conventions in every participating 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 Invention in any foreign countries, and all patents granted for said Invention in any foreign countries, and all reissues, reexaminations and extensions on said Invention in any foreign country, and all rights to sue for past infringement of said Invention in the United States or any other forum throughout the world; ASSIGNOR assigns and transfers to ASSIGNEE the right to file applications on the Invention in the United States and all foreign countries, and ASSIGNOR hereby authorizes and requests 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 Invention to ASSIGNEE in accordance with the terms of this Assignment;

ASSIGNOR HEREBY covenants that when requested, without charge to, but at the expense of, said ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment; ASSIGNOR will disclose all facts known to him/her relating to said Invention and the history thereof; ASSIGNOR will testify in all legal proceedings, and do everything possible which ASSIGNEE shall consider desirable for aiding in securing, maintaining and enforcing proper patent and intellectual property protection for said Invention, including but not limited to executing all rightful oaths, assignments, powers of attorney and other papers, as shall be necessary, and ASSIGNOR hereby irrevocably appoints ASSIGNEE as ASSIGNOR'S attorney in fact with power to execute on ASSIGNOR'S behalf any and all documents necessary to carry out the terms of this Assignment. ASSIGNOR hereby covenants with said ASSIGNEE that ASSIGNOR has made to others no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed, and that ASSIGNOR has full right to convey his/her entire right, title and interest as herein expressed.

IN WITNESS WHEREOF, this Assignment has been executed this 13 day of December, 2005.

Signature:

Name:

John McVay
John McVay

STATE OF

OHIO

)

) ss:

COUNTY OF

Summit

)

On this 13th day of December, 2005, before me appeared the person mentioned in and who signed this assignment, who acknowledged that she/he executed the same as a free act for the use and purposes therein mentioned.

SEAL

Laurie Luttrell

Notary Public

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LAURIE LUTTRELL
Notary Public, State of Ohio
My Commission Expires June 3, 2008
Recorded in Summit County

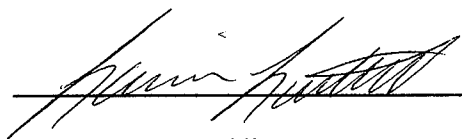
IN WITNESS WHEREOF, this Assignment has been executed this 13 day of December, 2005.

Signature: Jane Kmatz
Name: Jane Kmatz

STATE OF OHIO)
COUNTY OF STARK) ss:

On this 13th day of December, 2005, before me appeared the person mentioned in and who signed this assignment, who acknowledged that she/he executed the same as a free act for the use and purposes therein mentioned.

SEAL



Notary Public

LAURIE LUTTRELL
Notary Public, State of Ohio
My Commission Expires June 3, 2008
Recorded in Summit County

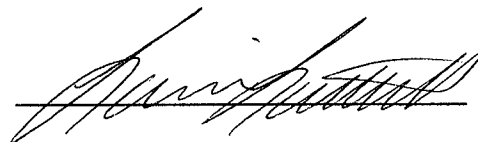
IN WITNESS WHEREOF, this Assignment has been executed this 13 day of December, 2005.

Signature: Michael Clark
Name: Michael Clark

STATE OF OHIO)
COUNTY OF STARK) ss:

On this 13th day of December, 2005, before me appeared the person mentioned in and who signed this assignment, who acknowledged that she/he executed the same as a free act for the use and purposes therein mentioned.

SEAL



Notary Public

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LAURIE LUTTRELL
Notary Public, State of Ohio
My Commission Expires June 3, 2008
Recorded in Summit County

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