

01-23-2006



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

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1. Name of conveying party(ies)

GRIDER, Sherman

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

2. Name and address of receiving party(ies)

Name: TuffStuff Fitness Equipment, Inc.

Internal Address: _____

Street Address: 1325 E. Franklin Avenue

City: Pomona

State: CA

Country: USA Zip: 91766

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

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

Execution Date(s) January 8, 2006

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

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)

01/17/2006 CNEGA1 00000071 29251734
04 FC:821 40.00 DP

Additional numbers attached? Yes No

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

Name: Daniel M. Cislo, Esq.

Internal Address: _____

Street Address: 233 Wilshire Blvd., Suite 900

City: Santa Monica

State: CA Zip: 90401

Phone Number: (310) 451-0647

Fax Number: (310) 394-4477

Email Address: danielcislo@cislo.com

6. Total number of applications and patents involved: 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 _____
Expiration Date _____

b. Deposit Account Number 03-2030

Authorized User Name Daniel M. Cislo

9. Signature:

Signature
Daniel M. Cislo, Esq.

1-11-06
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

DESIGN PATENT ASSIGNMENT

This assignment made on January 8, 2006 by Sherman Grider, (Assignor) of Pomona California, to TuffStuff Fitness Equipment, Inc., (Assignee), having a place of business at 1325 E. Franklin Avenue, Pomona, California 91766;

WHEREAS, Assignor has invented a new, original, and ornamental design entitled SEAT BACK FOR EXERCISE DEVICE (Design), for which a United States Design Patent application will be filed, further identified by Cislo & Thomas' Docket No. 05-15626 (Design Patent Application);

WHEREAS, Assignor believes himself to be the original, first, and sole inventor of the Design disclosed and claimed in said Design Patent Application; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment his entire right, title, and interest in and to said Design(s), and said Design Patent Application in the United States and throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, his entire right, title, and interest in and to said Design(s), and said Design Patent Application for said Design(s) in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Further Assignor agrees that, upon request and without further compensation, but at no expense to Assignor he and his legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be

necessary or desirable for obtaining, sustaining, reissuing, or enforcing said Design Patent Application in the United States and throughout the world for said Design(s), and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Design(s), and said Design Patent Application filed, and any patents granted for said Design(s) in the United States and throughout the world.

Assignor represents and warrants that he has not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Design Letters Patent granted for said Design(s), whether on an application for said Design(s), said Design Patent Application, or on any subsequently filed division, continuation, continuation-in-part, or reissue application, to Assignee, its successors and assigns, as the assignee of its entire interest in said Design(s).

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written and as set forth below.

“Assignor”

Date: Jan 8, 2006


SHERMAN GRIDLER

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