

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cybergym Research LLC	04/30/2006
RECEIVING PARTY DATA	
Name:	Cybergym, Inc.
Street Address:	26500 Purissima Road
City:	Los Altos Hills
State/Country:	CALIFORNIA
Postal Code:	94022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6749537
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	CYBRP002.US01
NAME OF SUBMITTER:	Paul L. Hickman
Total Attachments: 2 source=Assignment 537#page1.tif source=Assignment 537#page2.tif	

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PATENT
REEL: 017546 FRAME: 0481

Assignment of Continuing Applications

THIS ASSIGNMENT is by CyberGym Research LLC, a Limited Liability Company duly organized under and pursuant to the laws of the State of Texas, and having its principal place of business in Marshall, Texas, (hereinafter referred to as the Assignor), and respectively witnesseth:

WHEREAS, Assignor is the owner by assignment of U.S. Patent No. 6,749,537 ("the Patent"), issued on June 15, 2004, and entitled: "METHOD AND APPARATUS FOR REMOTE INTERACTIVE EXERCISE AND HEALTH EQUIPMENT" and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues, reexaminations, or extensions of the Patent, and all rights under the International Convention for the Protection of Industrial Property; and

WHEREAS, CyberGym, Inc., a Corporation duly organized under and pursuant to the laws of the State of California, having its principal place of business in Los Altos Hills, California, (hereinafter referred to as the Assignee), is desirous of acquiring only the entire right, title and interest in all divisions, continuations, and continuations-in-part of the Patent ("the Continuing Applications"), with the remainder of the rights pertaining to the Patent remaining with Assignor;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in the Continuing Applications, including the right to collect for damages due to prior infringements, the same to be held and enjoyed by Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.

AND, for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, Assignor is the lawful owner of the entire right, title and interest in and to the Continuing Applications, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND, for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, whenever the counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said Continuing Applications, or any proceeding in connection with Letters Patent,

patent or other instrumentality derived from said Continuing Applications in any country, including interference proceedings, is lawful and desirable, it will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Continuing Applications and any patents or instrumentalities issuing therefrom, without charge to Assignee, his/her/their successors, legal representatives and assigns, but at the cost and expense of Assignee, its successors, legal representatives and assigns.

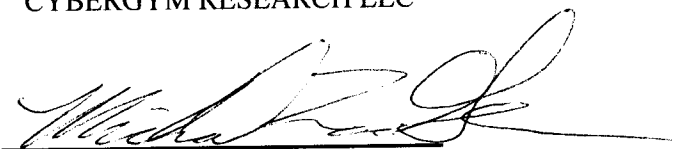
AND, the undersigned hereby authorizes the correction of errors in this assignment or to insert any further identification or other information necessary or desirable to make this assignment suitable for recordal in the United States Patent Office, and any Patent Office foreign to the United States.

AND, Assignor hereby requests the Commissioner of Patents to issue from the Continuing Applications Letter Patents or patents of the United States to Assignee as the assignee of said Continuing Applications for the sole use and behoof of Assignee, its successors, legal representatives and assigns.

CYBERGYM RESEARCH LLC

Date: 4-30-2006

By:

A handwritten signature in black ink, appearing to read "Michael L. Gough", written over a horizontal line.

MICHAEL L. GOUGH, President