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103182367

To the Director of the U.S. Patent and Trademark Office

Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Orley David Rogers
Kenneth Edward Staton
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Rogers Athletic Company
Internal Address: _____
Street Address: 495 Pioneer Pkwy.
City: Clare
State: MI
Country: USA Zip: 48617-0208
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 1/5/2006; 1/5/2006
 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)
29/251,291
02/17/2006 DENMANU1 00000010 29251291
05 FC 8021 (40.00 DP)
Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address to whom correspondence concerning document should be mailed:
Name: David L. Wisz
Internal Address: Carlson Gaskey & Olds
Street Address: 400 West Maple Road, Suite 350
City: Birmingham
State: MI Zip: 48009
Phone Number: 248-988-8360
Fax Number: 248-988-8363
Email Address: _____

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40
 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 _____
Authorized User Name _____

9. Signature: _____ February 10, 2006
Signature Date
David L. Wisz
Name of Person Signing
Total number of pages including cover sheet, attachments, and documents: 3

ASSIGNMENT
(Joint Inventors)

WHEREAS, we, **Orley David Rogers**, residing at **3491 North Sunset Way, Sanford, MI 48657** and **Kenneth Edward Staten**, residing at **3620 South Brand Avenue, Clare, MI 48617** (hereinafter referred to as Assignors), have invented new and useful improvements in:

HORIZONTAL WEIGHT ARM SYSTEM

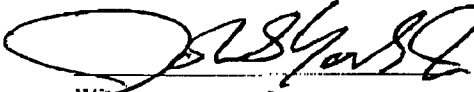

which is set forth in an application for Letters Patent in the United States executed on even date herewith; Attorney Docket No. 67086-013


AND WHEREAS, **Rogers Athletic Company** (hereinafter referred to as Assignee), of **495 Pioneer Pkwy., Clare, MI 48617-0208**, a corporation of the State of Michigan, is desirous of acquiring the entire right, title and interest in and to said invention and said Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

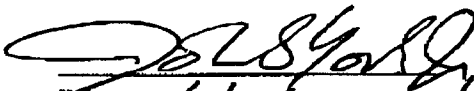
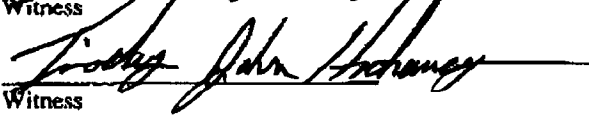
NOW, THEREFORE, be it known by all whom it may concern, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors have assigned, sold and set over, and by these presents assign, sell and set over unto the Assignee, its successors, legal representatives and assigns, for the territory of the United States of America and all foreign countries, the entire right, title and interest in and to said invention, said application for Letters Patent, including the right to file and prosecute foreign patent applications corresponding to said application in foreign patent offices, and the right to claim the priority date of said United States patent application and any legal equivalents thereof, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of said application, or re-issues or extensions of said Letters Patent or Patents prepared and executed by Assignors on even date herewith, the same to be held and enjoyed by the Assignee, as fully and entirely as the same would have been held by the Assignors had this Assignment and sale not been made.


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AND the Assignors hereby covenant and agree that the Assignors will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to said invention and to obtain Letters Patent therefor, and the Assignors hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the said Assignee in accordance with this Agreement.


Witness

Witness


Orley David Rogers
Dated: 1/5/06


Witness

Witness


Kenneth Edward Staten
Dated: 1-05-06

Please address all correspondence and telephone calls and, upon recordation, please return this document to:

David L. Wisz
Carlson, Gaskey & Olds, P.C.
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(248) 988-8360