## PATENT ASSIGNMENT

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 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Darren L. Wesemann	09/15/2006
Jeffrey C. Hays	09/15/2006

## **RECEIVING PARTY DATA**

Name:	Podfitness, Inc.
Street Address:	2825 East Cottonwood Parkway
Internal Address:	Suite 500
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84121

#### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	11427601	

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 16603.8.1

NAME OF SUBMITTER: Carl T. Reed

Total Attachments: 2

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PATENT REEL: 018328 FRAME: 0853 Workman Nydegger 1000 Eagle Gate Tower 60 East South Temple Salt Lake City, Utah 84111

# ASSIGNMENT

We the under signed, hereinafter collectively referred to as "Assignor", are the inventors of an invention entitled MIXING MEDIA FILES. Preferred embodiments of said invention are disclosed in a United States patent application which:

- [ ] is executed concurrently herewith for filing in the United States Patent and Trademark Office.
- [X] was previously filed in the United States Patent and Trademark Office on June 29, 2006, Application Serial No. 11/427,601.
- [] is a United States National Application of PCT International Application No., filed \_\_\_\_\_\_.

The Assignee, Podfitness, Inc., a corporation of the state of Nevada, having a principal place of business at 2825 East Cottonwood Parkway, Suite 500, Salt Lake City, Utah 84121, desires to secure the entire right, title and interest in said invention and the patent application filed thereon.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledge, ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE:

The entire right, title and interest in said invention and in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.

Assignor hereby agrees, without further consideration and without expense to Assignor, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of the Assignor's ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This assignment and agreement shall be binding upon Assignor's heirs and legal representatives.

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Darren	<b>L</b> .	Wesemann		
(GIVEN NAME)	(MIDDLE INITIAL OR NAME)	FAMILY (OR LAST NAME)		
Inventor's signature	Leo			
Date 9/15/06	Country of Citizenship	United States		
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Full name of second inventor, if any				
Jeffrey	C.	Hays		
(GIVEN NAME)	(MIDDLE INITIAL OR NAME)	FAMILY (OR LAST NAME)		
Inventor's signature				
Date 9/15/06	Country of Citizenship	United States		
Address 3544 Danish Roa	ad, Sandy, Utah 84093			

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Full name of sole or first inventor