# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Raymond Giannelli	06/06/2001
Scott Sechrest	06/12/2001
Stephen C Wendt	05/04/2001
Scott Lee	05/21/2001

#### **RECEIVING PARTY DATA**

Name:	Cybex International, Inc.	
Street Address:	10 Trotter Drive	
City:	Medway	
State/Country:	MASSACHUSETTS	
Postal Code:	02053	

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11626425

### **CORRESPONDENCE DATA**

Fax Number: (617)367-4656

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-367-4600
Email: dclass@rjholaw.com

Correspondent Name: Rissman Jobse Hendricks & Oliverio, LLP

Address Line 1: One State Street

Address Line 2: Suite 800

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	C016/7074US4
NAME OF SUBMITTER:	m

PATENT REEL: 019548 FRAME: 0784

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Total Attachments: 6
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#### ASSIGNMENT

Whereas we, the undersigned, Raymond Giannelli, residing at 46 Jackson Circle, Franklin, MA 02038; Scott Sechrest, residing at 62 Westford Street, Providence, RI 02906; Stephen C. Wendt, residing at 1380 Crestview Lane, N.E., Owatonna, MN 55060, and Scott Lee, residing at 5 Big Horn Lane, West Woodstock, Connecticut; hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled FUNCTIONAL TRAINER, identified as Attorney Docket No. 23555.00074 (formerly Attorney Docket No. T0357/7083), which application was filed on March 5, 2001 and assigned Application No. 09/800,211; and

Whereas, **CYBEX INTERNATIONAL**, **INC.**, a New York corporation having a place of business at 10 Trotter Drive, Medway, Massachusetts 02053, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited.

In the event that the execution date, filing date and/or Application No. are not entered above at the time I execute this document, and if such information is deemed necessary, I hereby authorize and request my attorneys at Gunster, Yoakley & Stewart, P.A., 500 East Broward Boulevard, Suite 1400, Fort Lauderdale, Florida 33394, to insert above the execution date, filing date and/or Application Number of said application.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

- 1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
- 2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

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- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
- 4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
- 5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

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**INVENTOR** 

Dated: <u>(, / (, / (, /</u>

Name: RAYMOND GIANNELLI

On this <u>b</u> day of <u>June</u>, 2001, before me appeared RAYMOND GIANNELLI to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

[Seal]

My commission expires:

SUSAN E. MASSEY, Notary Public My Commission Expires June 25, 2004

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Dated: 06/12/2001

Name: SCOTT SACHRAST

On this \_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared SCOTT SECHREST, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Notary Public

[Seal]

My commission expires:

SUSAN E. MASSEY, Notary Public My Commission Expires June 25, 2004

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### **INVENTOR**

Dated: <u>≤ - √</u>	_ del dela
	Name: STEPHEN C. WENDT

On this  $\frac{\sqrt{300}}{2}$  day of  $\frac{\sqrt{3000}}{2}$ , 2001, before me appeared STEPHEN C. WENDT, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.



Notary Public

My commission expires: 1/3/65

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**INVENTOR** 

Dated: 05/21/01

Name: SCOTT LEE

On this A day of Y 2001, before me appeared SCOTT LEE, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Notary Public

[Seal]

**RECORDED: 07/12/2007** 

My commission expires:

SUSAN E. MASSEY, Notary Public My Commission Expires June 25, 2004

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