

PTO-1595 (Rev. 07/05)

Form No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

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)**

Technogym International B.V.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) 9 March, 2007

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Joint Research Agreement
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**Name: Skatestrider Inc. and Nash Nizam (formerly Nizammudin)

Internal Address: \_\_\_\_\_

Street Address: 30 Normark DriveCity: ThornhillState: OntarioCountry: Canada Zip: L3T 3R1Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/511,422

B. Patent No.(s)

7,115,073

6,786,850

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Cassan Maclean (Attn.: Lynn S. Cassan)

Internal Address: \_\_\_\_\_

Street Address: 307 Gilmour StreetCity: OttawaState: Ontario (CANADA) Zip: K2P 0P7Phone Number: 613-238-6404 extn. 232Fax Number: 613-230-8755

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 3****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00**

- ☒ 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 3003Expiration Date 10/08

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

18 July, 2007

Date

Lynn S. Cassan (Reg. No. 32,378)

Name of Person Signing

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

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$120.00 11511422

## TECHNOLOGY PURCHASE AGREEMENT

This Technology Purchase Agreement ("Purchase Agreement"), made and entered into this 9th day of March 2007 (the "Effective Date") by and between Mr. Nash Nizam (formerly Nizamuddin) and Skatestrider, Inc., a Canadian corporation (collectively "Seller"), Technogym SpA, an Italian company ("Technogym") and Technogym International, B.V., Manno Branch ("Buyer"), a company organized under the laws of Switzerland (each a "Party" and collectively the "Parties");

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Definitions.** The following capitalized terms shall have the meaning given below:

1.1 "**Technology**" refers to lateral movement devices embodied in the Strider, the CardioWave, and any other device of Seller that is intended to simulate lateral movement, skating, skiing, or rollerblading.

1.2 "**Inventions**" shall mean any idea, design, concept, technique, invention, discovery, know how or improvement, regardless of patentability, embodied in the Technology and all intellectual property associated with the Technology, including without limitation, patents, copyrights, trademarks, trade names, service marks and trade secrets, including any modifications or improvements related to the Technology.

1.3 "**Patents**" refers to any and all patents and patent applications anywhere in the world, covering the Technology, including, but not limited to,

- (a) U.S. Patents, which shall mean the patents and applications listed in Schedule A to Exhibit I attached hereto; and
- (b) Foreign Patents, which shall mean the patents and applications listed in Schedule B to Exhibit I attached hereto.

1.4 "**Closing Date**" shall mean the date on which the Initial Payment identified in Section 3.1(a) of this Purchase Agreement is received by the Seller. It is expressly agreed and understood by the Parties that notwithstanding anything to the contrary, if the Initial Payment identified in Section 3.1(a) is not received by the Seller in full on or before ~~15~~ March 2007, Seller shall have the sole, irrevocable and unilateral right to rescind this Purchase Agreement in its entirety immediately upon notice to Buyer, and in which case this Purchase Agreement, and any and all Agreements included as Exhibits thereto shall be deemed to be null and void as if they had not been signed, and shall be of no force and effect.

1.5 "**License Agreement**" shall mean the license agreement dated March 31, 2004 respecting the Technology and executed by the Seller and Technogym.

IN WITNESS WHEREOF, the Parties hereto have caused this Purchase Agreement to be duly executed as of the day and year first above written.

**SKATESTRIDER INC.**

Sirouhi Garabedian  
Witness Signature  
Name: SIROUHI GARABEDIAN  
Address: 2 Bloor St. E  
TORONTO

By: Nash Nizam  
Name: Nash Nizam  
Title: President

**TECHNOGYM INTERNATIONAL B.V.**

Lucia Bonifazi  
Witness Signature  
Name: LUCIA BONIFAZI  
Address:

By: Alberto Fornaro  
Name: Alberto Fornaro  
Title: Proxy Holder

**TECHNOGYM SPA**

Lucia Bonifazi  
Witness Signature  
Name: LUCIA BONIFAZI  
Address:

By: Maurizio Roman  
Name: Maurizio Roman  
Title: CEO

**NASH NIZAM**

Sirouhi Garabedian  
Witness Signature  
Name: SIROUHI GARABEDIAN

By: Nash Nizam

**EXHIBIT III**  
**FORM OF SECURITY AGREEMENT**

**SECURITY AGREEMENT**

This Patent Security Agreement (the "Security Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 (the "Closing Date") by and between Mr. Nash Nizam (formerly Nizammudin) and Skatestrider Inc., a Canadian corporation (collectively "Assignor") and Technogym International B.V. ("Assignee"), a company organized under the laws of Switzerland (each a "Party" and collectively the "Parties").

**WHEREAS**, Assignor is currently the owner of all rights, title and interest in and to the inventions as described and claimed in the U.S. patents and patent applications listed in Schedule A, and the foreign patents and applications listed in Schedule B (collectively the "Patents").

**WHEREAS**, Assignor and Assignee have agreed, pursuant to the terms set forth in that certain Technology Purchase Agreement (the "Purchase Agreement") dated the date hereof by and between Assignor and Assignee (the terms of which are incorporated herein by reference), that subject to Assignor's right to retain a security interest in the Patents, Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept all right, title and interest in and to the Patents as specified in the Purchase Agreement.

**AND WHEREAS**, pursuant to the Purchase Agreement, Assignor is to pay Assignee in consideration of the purchase of the Patents the agreed upon purchase price by way of installments, and Assignee has agreed to grant to Assignor a security interest in the Patents as security for all obligations and liabilities of Assignee for payment under, arising out of or in connection with the Purchase Agreement (all of such obligations and liabilities being hereinafter referred to as the "Obligations").

**NOW, THEREFORE**, in consideration of One Canadian Dollar (\$1.00CAD) and other consideration as stipulated in the Purchase Agreement, and in order to induce Assignor to enter into the Purchase Agreement and to otherwise assign all of Assignor's rights, title and interest in and to the Patents to Assignee, Assignee has agreed to secure the payment and performance of the Obligations and to accomplish the same by executing and delivering to Assignor this Security Agreement.

**1. Grant of Security Interest**

**1.1** As collateral security for the payment in full when due of the Obligations, Assignee hereby grants to Assignor, a continuing security interest, collateral assignment and mortgage in and to the following (collectively the "Collateral"): (i) the Patents as listed in Schedule A annexed hereto, together with all the rights and privileges under any letters patent that may be granted therefor and thereon, and all continuations, divisions, re-issues, and extensions thereof; (ii) all applications for industrial property protection,

including without limitation, all applications for patents, utility models, copyrights and designs which have been filed for said Patents in any country or countries, together with the right to file such applications; and (iii) all applications for industrial property protection, including without limitations, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications, including (a) all patents, patent applications and like protections including, without limitations, improvements, divisions, continuations, renewals, re-issues, extensions and continuations-in-part of the same, any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right but not the obligation, to sue and collect such damages for said use or infringement of intellectual property rights identified above; (b) all licences or other rights to sue in respect of any of the Collateral and all licence fees and royalties arising from such use; (c) all amendments, extensions, renewals, and extensions of the Collateral; and (d) all proceeds from products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of the foregoing.

1.2 Assignee hereby authorizes and requests the Director of the United States Patent and Trademark Office and any official of any country or countries foreign to the United States whose duty it is to issue patents, trademarks, service marks, or other evidence or forms of industrial property or applications as aforesaid, to record this Security Agreement against such Collateral.

1.3 Assignee agrees, whenever reasonably requested by Assignor (and at Assignee's expense), to execute all papers, and take all rightful oaths and do all acts which may be reasonably necessary for recording the Security Agreement in respect of the Collateral.

1.4 Assignor may file and/or record this Security Agreement and such other agreements it deems appropriate to secure its rights hereunder, and Assignee agrees to execute all documents reasonably requested by Assignor to secure Assignor's rights hereunder.

1.5 Assignee agrees to mark products made or sold under the Collateral in accordance with 35 U.S.C. § 287.

1.6 Assignee shall preserve and maintain all rights of any kind in the Collateral that are in each case material to, and in the best business interests of, Assignor.

1.7 Assignee will promptly perform all acts and execute all documents, including without limitation, grants of security interests in forms reasonably acceptable to Assignor and suitable for recording with (i) the United States Patent and Trademark Office, and (ii) the appropriate offices and agencies of foreign jurisdictions as requested by Assignor at any time to evidence, perfect, maintain, record or enforce Assignor's security interest in the Collateral or otherwise in furtherance of the provisions of this Security Agreement.

## 2. Miscellaneous

2.1 Assignee has the authority, right and power to enter into this Security Agreement and to perform its terms and to grant the security interest herein granted.

2.2 The Collateral is not to Assignee's knowledge now, and at all times will not be subject to any liens, charges, mortgages, assignments, security interests, claims, shop rights, covenants not to sue third persons, or encumbrances of any nature whatsoever, except in favour of the Assignor or with Assignor's prior written consent, which will not be unreasonable withheld.

2.3 Upon or during the occurrence of a default of any payment obligations made pursuant to the Purchase Agreement, Assignor may exercise all the remedies of a secured party at law arising as a result of the security interest granted pursuant to this Security Agreement.

2.4 This Security Agreement shall continue to be effective until payment in full by Assignee of all of the payment obligations under the Purchase Agreement. This Security Agreement shall then terminate and Assignor shall execute a discharge statement or other appropriate instruments releasing its security interest in the Collateral at the sole cost and expense of Assignee and pursuant to the Purchase Agreement.

2.5 This Security Agreement shall be governed by the laws of the State of New York without reference or regard to any choice of law provisions. The Parties agree that the federal and state courts located in New York shall have exclusive jurisdiction over disputes related to this Agreement and the Parties consent to personal jurisdiction and venue there.

IN WITNESS WHEREOF, the Parties hereto have caused this Security Agreement to be duly executed as of the day and year first above written.

### SKATESTRIDER INC.

By: NM  
Name: Nash Nizam  
Title: President

Clapadegen  
Witness Signature  
Name: SIROVIN COLTRANE DIATU  
Address:

### TECHNOGYM INTERNATIONAL B.V.

By: Alberto Fornaro  
Name: Alberto Fornaro  
Title: Proxy Holder

Lucia Bonifazi  
Witness Signature  
Name: LUCIA BONIFAZI  
Address:

Lucia B. B. B.  
Witness Signature  
Name: LUCIA BOYERAN  
Address:

**TECHNOGYM SPA**

By: Maurizio Roman  
Name: Maurizio Roman  
Title: CEO

Siroviti Girabedinu  
Witness Signature  
Name: SIROVITI GIRABEDINU  
Address:

**NASH NIZAM**

By: Nash Nizam

**SCHEDULE A**  
**UNITED STATES PATENTS AND PATENT APPLICATIONS**

<u>No.</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
1.	6786850	07 Sept. 2004	09/909020	20 July 2001	Exercise Apparatus for Simulating Skating Movement
2.	7115073	03 Oct. 2006	10/873254	23 June 2004	Exercise Apparatus for Simulating Skating Movement
3.			11/511422	29 Aug. 2006	Method of Using Exercise Apparatus for Simulating Skating Movement



**SCHEDULE B**  
**FOREIGN PATENTS AND PATENT APPLICATIONS**

<u>No.</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
1.	Canada	2466543	07 May 2004	Exercise Apparatus for Simulating Skating Movement
2.	Canada	2407758	11 Oct. 2002	Exercise Apparatus for Simulating Skating Movement
3.	China	200580023080.1	19 Apr. 2005	Exercise Apparatus for Simulating Skating Movement
4.	EPO	EP057358014.5 (corresponding to PCT/CA2005/00059)	19 Apr. 2005	Exercise Apparatus for Simulating Skating Movement
5.	PCT	PCT/CA2005/00059	19 Apr. 2005	Exercise Apparatus for Simulating Skating Movement