

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Hale Fitness, Inc.	03/26/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Halez LLC
<b>Street Address:</b>	19115 Beckett Drive
<b>City:</b>	Odessa
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33556
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7118517
Patent Number:	7311644
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(813)925-8525
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	813-925-8505
<b>Email:</b>	patents@smithhopen.com
<b>Correspondent Name:</b>	Smith & Hopen, P.A.
<b>Address Line 1:</b>	180 Pine Avenue North
<b>Address Line 4:</b>	Oldsmar, FLORIDA 34677
<b>ATTORNEY DOCKET NUMBER:</b>	1726.01; 1726.01.CIP
<b>NAME OF SUBMITTER:</b>	Ronald E. Smith
<b>Total Attachments: 2</b>	
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OP \$80.00 7118517

**ASSIGNMENT OF RIGHTS IN PATENT**

Assignor

Hale Fitness, Inc.  
(a Florida Corporation)

Post Office Address of Assignor

19115 Beckett Drive  
Odessa, Florida 33556

Assignee

Halez LLC  
(a Florida Limited Liability Company)

Principal Place of Business of Assignee

19115 Beckett Drive  
Odessa, Florida 33556

WHEREAS, I, the above-identified Assignor, am the owner of the following U.S. patents:

<u>Patent Number</u>	<u>Title</u>	<u>Date of Patent</u>
7,118,517	Exercise Ball Mounted for Rotation	October 10, 2006
7,311,644	Exercise Ball Mounted for Rotation	December 25, 2007

Hereinafter referred to as the "Patent";

And, whereas I desire to assign a 100% undivided interest in said Patent to the above-identified Assignee, and wherein said Assignee is desirous of acquiring the entire right, title and interest in the same;

Now, this indenture witnesseth, that for value received, the receipt and sufficiency whereof is hereby acknowledged;

I hereby assign, sell and transfer a 100% undivided interest in the entirety of the bundle of rights, title, and interest in and to said Patent, unto said Assignee, together with all claims for damages and profits by reason of any past infringement of said letters patent and the right to sue therefor, such interests, claims, and rights, to be held and enjoyed by the Assignee for its own use and for its successors and assigns, to the full end of the term for which such Patent is granted, and any reissues, renewals, or extensions thereof as may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made;

And I further agree to execute all necessary and lawful future documents, including assignments in favor of Assignee, or its designees as Assignee or its Assignees may from time-to-time present to me in order to perfect title in said Patent;

And I further covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

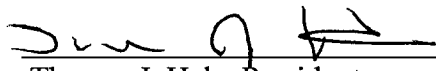
And I further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said Patent as may be known and accessible to me and I will testify to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments, declarations, or affidavits required to apply for, obtain, maintain, and enforce said Patent which may be necessary or desirable to carry out the purposes hereof;

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Upon being duly cautioned, I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and further that false statements and the like so made are punishable by fine, imprisonment or both under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the patent.

*Assignor:*

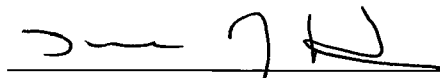
**HALE FITNESS, INC.**

  
\_\_\_\_\_  
Thomas J. Hale, President

Date: 3/26/08

*Assignee:*

**HALEZ LLC**

  
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Thomas J. Hale, President/CEO

Date: 3/26/08