

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT										
EFFECTIVE DATE:	04/08/2003										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>David F. Chapman</td><td>09/11/2008</td></tr><tr><td>Truman Vincent Cole</td><td>09/08/2008</td></tr><tr><td>Kevin Paul Cavaretta</td><td>09/08/2008</td></tr></tbody></table>		Name	Execution Date	David F. Chapman	09/11/2008	Truman Vincent Cole	09/08/2008	Kevin Paul Cavaretta	09/08/2008		
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Kevin Paul Cavaretta	09/08/2008										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Fit Express, Inc.</td></tr><tr><td>Street Address:</td><td>6593 Noah Curtis Street</td></tr><tr><td>City:</td><td>Shannon</td></tr><tr><td>State/Country:</td><td>MISSISSIPPI</td></tr><tr><td>Postal Code:</td><td>38804</td></tr></table>		Name:	Fit Express, Inc.	Street Address:	6593 Noah Curtis Street	City:	Shannon	State/Country:	MISSISSIPPI	Postal Code:	38804
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CORRESPONDENCE DATA											
Fax Number: (662)680-3379 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 662.422.6436											
Email: gregory@hunsuckerlawfirm.com											
Correspondent Name: Gregory M. Hunsucker											
Address Line 1: 1020 North Gloster, No. 257											
Address Line 4: Tupelo, MISSISSIPPI 38804											
NAME OF SUBMITTER:	Gregory M. Hunsucker										
Total Attachments: 5 source=Restated Assignment Effective Nunc Pro Tunc to April 8 2003#page1.tif source=Restated Assignment Effective Nunc Pro Tunc to April 8 2003#page2.tif											

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PATENT

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RESTATED ASSIGNMENT

THIS RESTATED ASSIGNMENT, made effective the 8th day of April, 2003, is entered into by and between FIT EXPRESS, INC. ("FEI"), a Mississippi corporation, and DAVID F. CHAPMAN, TRUMAN VINCENT COLE, and KEVIN PAUL CAVARETTA (the individual parties collectively the "INVENTORS") regarding U.S. utility patent no. 6,913,543 for the GOLF SWING CONDITIONER, July 5, 2005 (the "'543 patent" and/or the "invention").

WHEREAS, in December 2001, INVENTORS duly assigned to FEI all of their right, title and interest in Letters Patent of the United States and foreign countries for the invention and subsequent patents issued for the invention (the "Prior Assignments"), but neither INVENTORS nor FEI recorded the Prior Assignments;

WHEREAS, FEI and INVENTORS desire to restate the Prior Assignments to specifically reference the invention and the '543 patent and for other purposes, including providing a clear chain of title in the United States Patent and Trademark Office;

NOW THEREFORE, in consideration of mutual covenants and promises contained herein, and for other good and valuable consideration:

INVENTORS sell, assign, convey, transfer and set over to FEI, its successors, legal representatives and assigns, all of their right, title and interest in Letters Patent of the United States and of any other foreign country for the invention, U.S. utility patent no. 6,913,543, and any subsequent divisions, reissues, continuations and extensions thereof, substitute, reexamined patents or other applications and/or extensions thereof, including the right to claim priority rights deriving from patents or applications therefore by virtue of the International Convention, said invention, application and all Letters Patent and Patents on such invention to be held and enjoyed by FEI for its use and benefit and the benefit of its successors and assigns as fully and entirely as the same would have been held and enjoyed by INVENTORS had this sale, assignment, conveyance and transfer not been made.

FEI shall pay INVENTORS each one-third (1/3) of the net profits generated by sales of Golf Swing Conditioners manufactured and sold by FEI. Net profits means the gross sales price of the machines less

sales, distribution, manufacturing, overhead and other costs associated with the sale, manufacture and distribution of the machines, less legal expenses and fees incurred in prosecuting the patent, and less legal fees, expenses and other costs incurred in connection with litigation in the Northern District of Mississippi, Cause No. 1:07-cv-00062-MPM-JAD (the "Action") and the settlement thereof. No net profits shall be paid unless and until the fees, expenses and costs have been satisfied by net profits from the sale of Golf Swing Conditioners. As further consideration, each INVENTOR is hereby given a credit in the amount of two thousand five hundred dollars (\$2,500), which amounts shall be combined and applied by FEI as a credit towards outstanding fees, expenses and costs incurred to date.

INVENTORS each acknowledge FEI's sole right and authority to enter the TGF Assignment and Confidential Settlement Agreement in connection with the Action, and further acknowledge that they have been provided with copies of said documents prior to execution of this Restated Assignment. FEI and INVENTORS acknowledge that FEI may, pursuant to the terms of said documents, become entitled to payment of one-half (½) of the proceeds of any further sale of the '543 patent, and that should FEI decide to exercise its option to accept such proceeds, which decision shall be in the sole and unfettered discretion of FEI, each of the INVENTORS shall share equally (one-third) in such proceeds.

IN WITNESS WHEREOF, the parties have caused this Restated Assignment to be legally and validly executed to be effective as of the date and year first above written, which shall be the effective date of this Restated Assignment.

[3 SIGNATURE PAGES FOLLOW]

FIT EXPRESS, INC.:

President, Fit Express, Inc.

STATE OF MISSISSIPPI

COUNTY OF LEE

The foregoing instrument was acknowledged and affirmed before me this 11th day of Sept., 2008, by DAVID F. CHAPMAN on behalf of FIT EXPRESS, INC., as ITS PRESIDENT, who affirmed under oath that he is authorized by the company to execute the above instrument on its behalf as its own binding legal act and deed.

Ann Robinson Stanford Ann Robinson Stanford

Notary Public, State of Mississippi Type/Print Name of Notary Public

My commission expires:

DAVID F. CHAPMAN:

STATE OF MISSISSIPPI

COUNTY OF LEE

The foregoing instrument was acknowledged and affirmed before me this 11th day of Sept., 2008, by DAVID F. CHAPMAN under oath as his own binding lawful act and deed.

Ann Robinson Stanford Ann Robinson Stanford

Notary Public, State of Mississippi Type/Print Name of Notary Public

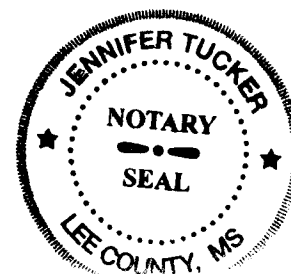
My commission expires:

TRUMAN VINCENT COLE:

Truman Vincent Cole

STATE OF MISSISSIPPI

COUNTY OF LEE



The foregoing instrument was acknowledged and affirmed before me
this 8th day of September, 2008, by TRUMAN VINCENT COLE under oath
as his own binding lawful act and deed.

Jennifer Tucker

Jennifer Tucker

Notary Public, State of Mississippi

Type/Print Name of Notary Public

My commission expires:

MY COMMISSION EXPIRES.
SEPTEMBER 27, 2009

KEVIN PAUL CAVARETTA:

STATE OF LOUISIANA

PARRISH OF

The foregoing instrument was acknowledged and affirmed before me
this 8th day of Sept., 2008, by KEVIN PAUL CAVARETTA under oath
as his own binding lawful act and deed.

Notary Public, State of Louisiana

Type/Print Name of Notary Public

My commission expires:

At My Death

ROBERTA F. MICHOT
Notary Public, St. Tammany Parish
Commission is for Life
Notary No. 53334