

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/09/2003

CONVEYING PARTY DATA

Name	Execution Date
Fit Express, Inc.	09/23/2008

RECEIVING PARTY DATA

Name:	The Circuit-Total Golf Fitness, LLC
Street Address:	11 S 7th Street
City:	Miles City
State/Country:	MONTANA
Postal Code:	59301

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6913543

CORRESPONDENCE DATA

Fax Number: (601)355-9708
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6013533234
 Email: jaime.dole@arlaw.com
 Correspondent Name: John S. Hooks
 Address Line 1: 111 E. Capitol Street, Suite 350
 Address Line 4: Jackson, MISSISSIPPI 39201

ATTORNEY DOCKET NUMBER:	1:07CV62
NAME OF SUBMITTER:	John S. Hooks

Total Attachments: 5
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**ASSIGNMENT OF PATENT COUPLED WITH A
RESERVATION OF AN UNLIMITED LICENSE AND OTHER RIGHTS**

THIS ASSIGNMENT OF PATENT COUPLED WITH A RESERVATION OF AN UNLIMITED LICENSE AND OTHER RIGHTS, being made effective the 9th day of April, 2003, is entered into by and between FIT EXPRESS, INC. ("FEI"), a Mississippi corporation, and The Circuit--Total Golf Fitness, LLC, a Montana limited liability company ("TGF") (collectively, the "parties") concerning U.S. utility patent no. 6,913,543 for the GOLF SWING CONDITIONER, July 5, 2005 (the "'543 patent" and/or the "invention").

1. **Confidential Settlement Agreement Incorporated.** This assignment is entered into as a consequence of a separate confidential settlement agreement being executed herewith, the terms of which are incorporated fully herein by reference, in connection with litigation in the Northern District of Mississippi, Cause No. 1:07-cv-00062-MPM-JAD ("Action").

2. **Former Assignments Superseded and Replaced.** The parties agree that the assignment agreement and assignment of the '543 patent, recorded in the U.S. Patent Office at Reel:017262, Frames 0052-0058, which is one of the subjects of the Action, as well as any other purported assignments of the '543 patent, are superseded *ab initio* and replaced in their entirety by the TGF Assignment; provided, however, this provision shall not affect the validity of the assignments made by the original inventors to FEI.

3. **Assignment Coupled With A Reservation of Unlimited License and Other Rights.** In consideration of the promises and mutual covenants and agreements herein contained and contained in the confidential settlement agreement, and for other good and valuable consideration, FEI assigns, conveys and transfers the '543 patent to TGF effective April 9, 2003, including all of its right, title and interest in Letters Patent of the United States and of any other foreign country for the invention, the '543 patent, 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 TGF for its use and benefit and the benefit of its successors and assigns, provided, however, such assignment, conveyance and transfer is made expressly subject to, as a condition precedent and continuing condition subsequent, FEI's reservation to itself of a world-wide, perpetual, unconditional, irrevocable, royalty-free non-exclusive license to use the '543 patent and any one or more of the claims in the '543 patent for whatever purpose or purposes it may deem fit, derivative or otherwise, including without limitation, for the sale, manufacture, marketing, distribution of the invention, other equivalent or nonequivalent or totally differing inventions and devices, and for such other purposes as it may deem fit in its sole discretion, without any obligation to pay any royalty to any person or entity, now or in the future, regardless of any future disposition of the '543 patent by TGF or any other person or entity.

4. Sale, Assignments and Sublicenses. TGF may sell, assign or sublicense its rights hereunder as it may choose to do in its sole discretion, but in so doing it may not diminish or defeat FEI's rights hereunder or under the confidential settlement agreement in any manner whatsoever. FEI may assign its rights hereunder to any entity in which FEI or David Chapman have at least a fifty percent (50%) ownership interest in, or by distribution in any manner David Chapman may deem appropriate to his respective heirs.

5. NOTICE TO THIRD PARTIES REGARDING TRANSFER OF RIGHTS. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THIRD PARTIES ARE GIVEN NOTICE THAT THE CONFIDENTIAL SETTLEMENT AGREEMENT REFERRED TO IN PARAGRAPH 1 ABOVE CONTAINS BINDING TERMS, CONDITIONS PRECEDENT, AND CONDITIONS SUBSEQUENT, WHICH PROVIDE CERTAIN RIGHTS TO FEI AND ITS SUCCESSORS IN INTEREST WITH RESPECT TO THE SALE, ASSIGNMENT AND/OR TRANSFER OF RIGHTS RELATED TO THE '543 PATENT WHICH RIGHTS MAY NOT BE DEFEATED OR DIMINISHED IN ANY MANNER BY ANY ACTION OF TGF, ITS SUCCESSORS IN INTEREST, OR ANY OTHER PERSON OR ENTITY; CONSEQUENTLY, NO THIRD PARTY MAY CLAIM "INNOCENT THIRD PARTY" OR OTHER STATUS TO DEFEAT OR DIMINISH SUCH RIGHTS, THIS ASSIGNMENT GIVING PUBLIC NOTICE TO THE WORLD OF SAME WHILE GRANTING THE PARTIES THE RIGHT TO GIVE

ACCESS TO THE CONFIDENTIAL SETTLEMENT AGREEMENT TO OTHER BONAFIDE PERSONS AND ENTITIES UPON THE CONDITION OF A WRITTEN CONFIDENTIALITY AGREEMENT.

6. **No Limitations on FEI's Rights.** Under no circumstance shall TGF, their assignees, licensees, or any other person or entity have any right or power whatsoever to limit FEI's rights as set forth herein or in the confidential settlement agreement except upon FEI's express written consent to same, and this assignment is specifically limited and conditioned upon a waiver of any right or power that might exist under existing or future case law, statute, regulation or other law to do so.

7. **Trademarks.** Nothing herein or in the TGF Assignment shall be construed to permit either party to use the other party's or any licensee's or affiliated entity's federal or state trademarks, trade names or service marks, to specifically include, without limitation, all rights and ownership of TGF to the trademarks "Core Golf Trainer" and "Total Golf Fitness".

8. **Patent Registration Number.** When FEI uses any one or more of the patented claims of the '543 patent in a device, it shall, consistent with U.S. Patent laws, mark the device with "U.S. Patent No. 6,913,543".


9. **Default Provision.** No Court shall apply the "blue pencil" rule or other rule of interpretation to limit FEI's rights to use the patent and or patented claims.

IN WITNESS WHEREOF, the parties have caused this TGF 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 TGF Assignment.

[2 SIGNATURE PAGES FOLLOW]

FIT EXPRESS, INC.

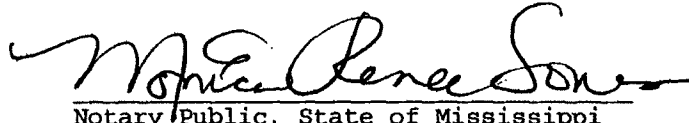
By:


President of Fit Express, Inc.

STATE OF MISSISSIPPI

COUNTY OF LEE

The foregoing instrument was acknowledged and affirmed before me this 23 day of Sept, 2008, by DAVID CHAPMAN, on behalf of FIT EXPRESS, INC. as ITS PRESIDENT, who affirmed under oath that he is authorized by the corporation to execute this agreement on its behalf as its own binding legal act and deed.



Notary Public, State of Mississippi

Monica Renee Jones

Type or Print Name of Notary Public

My commission expires: 10/02/11



THE CIRCUIT-TOTAL GOLF FITNESS, LLC

By: Karen M. Martin
Manager of The Circuit-Total Golf Fitness, LLC

STATE OF MONTANA

COUNTY OF Custer

The foregoing instrument was acknowledged and affirmed before me this 7th day of October, 2008, by KAREN MARTIN on behalf of THE CIRCUIT-TOTAL GOLF FITNESS, LLC, as ITS MANAGER, who affirmed under oath that she is authorized by the company to execute the above document on its behalf as its own binding legal act and deed.

Carol A Bean
Notary Public, State of Montana

Carol A Bean
Type or Print Name of Notary Public

My commission expires: 2/2/2011