# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

### **CONVEYING PARTY DATA**

| Name              | Execution Date |
|-------------------|----------------|
| Randall T. Webber | 11/25/2008     |

### **RECEIVING PARTY DATA**

| Name:           | Hoist Fitness Systems, Inc.   |  |
|-----------------|-------------------------------|--|
| Street Address: | 9990 Empire Street, Suite 130 |  |
| City:           | San Diego                     |  |
| State/Country:  | CALIFORNIA                    |  |
| Postal Code:    | 92126                         |  |

### PROPERTY NUMBERS Total: 1

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 7335145 |

## **CORRESPONDENCE DATA**

Fax Number: (619)235-0398

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

Phone: 619-238-1900
Email: psk@procopio.com

Correspondent Name: Procopio, Cory, Hargreaves & Savitch LLP

Address Line 1: 530 "B" Street, Suite 2100
Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER: 111586-001GEN

NAME OF SUBMITTER: Katherine Proctor

**Total Attachments: 1** 

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PATENT REEL: 021890 FRAME: 0470

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PATENT ASSIGNMENT

WHEREAS, Randall T. Webber, a citizen of the United States, and a resident of La Jolla.

California, whose post office address is 1265 Park Row, La Jolla, California 92037 (hereafter

"Assignor"), desires to assign all of his right, title and interest in and to U.S. patent No.

7,335,145, entitled FOLDABLE EXERCISE BENCH, issued on February 26, 2008 (hereafter

the "Patent Property"); and

WHEREAS, Hoist Fitness Systems, Inc., a corporation, with its principal place of business

at 9990 Empire Street, Suite 130, San Diego, CA 92126 (hereafter "Assignee"), desires to acquire

all right, title and interest in and to the Patent Property.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is

hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all

his right, title and interest in and to the Patent Property, the same to be held and enjoyed by

Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or

legal representatives, to the end of the term or terms for which such Patent Property may be

granted or reissued, as fully and entirely as the same would have been held and enjoyed by

Assignor if this assignment and sale had not been made.

Assignor also assigns unto Assignee all claims for damages by reason of infringement

prior to the assignment date of the Patent Property throughout the world, with the right to sue for

and collect the same for its own use and benefit and for the use and benefit of its successors,

assigns and other legal representatives.

Assignor further agrees, upon reasonable request by Assignee, to execute any document

or perform any further action to transfer title in the Patent Property to Assignee.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this

25 day of NOV , 2008

**RECORDED: 11/26/2008** 

Randall T. Webber

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