Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Thomas J. Campanaro	01/06/2010
Charles Joseph Mahon	01/06/2010
Dan McCutcheon	01/07/2010

RECEIVING PARTY DATA

Name:	Total Gym Fitness, LLC
Street Address:	1230 American Boulevard
City:	WEST CHESTER
State/Country:	PENNSYLVANIA
Postal Code:	19380

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12687330

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	116414-01(UTL1)
NAME OF SUBMITTER:	Stephen C. Beuerle

Total Attachments: 2

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PATENT REEL: 023783 FRAME: 0363 1268/330

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PATENT REEL: 023783 FRAME: 0364

PATENT 116414-01UTL1

ASSIGNMENT OF PATENT APPLICATION

Whereas, we, Thomas J. Campanaro, Charles Joseph Mahon, and Dan McCutcheon, citizens

of the United States, hereinafter referred to as "Assignors", have invented an invention entitled

"INCLINABLE EXERCISE DEVICE WITH ABDOMINAL CRUNCH EXERCISE ACCESSORY

APPARATUS AND METHOD", for which U.S. patent application is filed herewith; and

Whereas, Total Gym Fitness, LLC., a limited liability company organized and existing under

the laws of the State of Pennsylvania, hereinafter referred to as "Assignee", whose principal place of

business is at 1230 American Boulevard, West Chester, PA 19380, wishes to acquire the full and

exclusive right, title and interest in the invention, the application, and any patents and equivalent

legal protections that are obtained thereon in the United States and in any foreign countries;

Now, therefore, for good and valuable consideration, the receipt of which is hereby

acknowledged. Assignors hereby sell, assign and transfer to Assignee, its successors and assigns, the

full and exclusive right, title and interest in the invention, the application, and any patents and

equivalent legal protections that are obtained thereon in the United States and in any foreign

countries, including any continuations, divisions, renewals, substitutes, reissues or legal equivalents

thereof, for the full term(s) for which the same is granted, including all priority rights under the

International Convention.

Assignors, in accordance with this Assignment, hereby authorize and request the United

States Commissioner for Patents, and officials of foreign countries whose duty it is to issue patents

PATENT

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or legal equivalents thereof, to issue any patents obtained on the invention to Assignce, its successors and assigns.

Assignors covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment.

Assignors further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to this invention and any applications, patents or legal equivalents directed thereto that are known and accessible to Assignors, and that Assignors will testify in any interference or litigation related thereto.

Assignors further covenant that they will promptly execute and deliver to Assignee or its legal representative any documents, instruments or affidavits required to apply for, obtain, maintain, issue and enforce this invention and any applications, patents or legal equivalents directed thereto in the United States or in any foreign country.

1/06/00

Date: //6//0

Date: // 7/10

Thomas Mampanayo

Charles Joseph Mahon

By: Ata M. Cathles

116414/000001/1138917.01

RECORDED: 01/14/2010