

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Willem J. van Straaten | 10/25/2009 |
| RECEIVING PARTY DATA | |
| Name: | Inventec |
| Street Address: | 49 Trafalgar PI Street |
| City: | Sandhurst |
| State/Country: | SOUTH AFRICA |
| Postal Code: | 2196 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | D389205 |
| Patent Number: | 5718659 |
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| ATTORNEY DOCKET NUMBER: | 70954-0002 |
| NAME OF SUBMITTER: | Rod S. Berman |
| Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif | |

CH \$80.00 D389205

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Willem J. van Straaten; ("**Assignor**"), individual, a citizen of South Africa, effective October 25, 2009, does hereby sell, assign, transfer, and convey unto Inventec, a South African corporation, with its principal place of business located at 49 Trafalgar Pl Street, Sandhurst, South Africa 2196 ("**Assignee**"), all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

- (a) the patents (whether expired or not) listed in the table below (the "**Patents**");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other equivalent governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other equivalent governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind for past, current, and future infringement; and
- (iv) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

| Patent No. and Application No | Country | Issue Date and Filing Date | Title of Patent and First Named Inventor |
|-------------------------------|---------|----------------------------|--|
| D389,205 | U.S. | January 13, 1998 | RESISTIVE EXERCISER, Willem J. Van Straaten |
| 5,718,659 | U.S. | February 17, 1998 | EXERCISING MACHINE, Willem Johannes Van Straaten |

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights. Without limiting the foregoing, neither Mandino, Congress Financial Corporation nor Fitness Acquisitions, Inc. as of October 25, 2009, owns any of the Patent Rights.

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Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of

disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

This Assignment of Patent Rights constitutes the entire agreement between Willem J. van Straaten and Inventec with respect to its subject matter, and supersedes any prior agreement, understanding, representation, promise, or negotiations between the parties, whether oral or written, express or implied.

ASSIGNOR:

WILLEM J. VAN STRAATEN

Signature: _____
