

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael R. Clark	01/11/2010
Detlev F. Smith	02/11/2010
RECEIVING PARTY DATA	
Name:	Fitness Quest Inc.
Street Address:	1400 Raf Road SW
City:	Canton
State/Country:	OHIO
Postal Code:	44750
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29256828
CORRESPONDENCE DATA	
Fax Number: (330)253-8601 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 330-535-5711 Email: iplaw@brouse.com Correspondent Name: Heather M. Barnes Address Line 1: 388 South Main Street Address Line 2: Suite 500 Address Line 4: Akron, OHIO 44311-4407	
ATTORNEY DOCKET NUMBER:	31419.50277
NAME OF SUBMITTER:	Heather M. Barnes
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

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PATENT
REEL: 024078 FRAME: 0015

Docket No.: 31419.50277

Application No.: 29/356,828

Filed Date: 3-3-10

ASSIGNMENT

WHEREAS, I, **Michael R. Clark** of 2275 Thoroughbred Drive, Wadsworth, Ohio 44281, have invented certain improvements in **EXERCISE RISER**, and described in a patent application executed the 11th day of January, ~~2009~~²⁰¹⁰, by the undersigned for filing in The United States of America, being owner of all right, title, and interest in and to said application and in and to any invention described therein and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, **Fitness Quest Inc.**, of 1400 Raff Road SW, Canton, Ohio 44750, a corporation of the State of Delaware (assignee) is desirous of acquiring the entire right, title, and interest in and to said application and said invention described therein and any and all patents to be obtained therefore, all as hereinafter set forth:

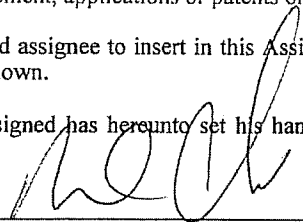
NOW, THEREFORE, in consideration of good and valuable consideration received by the undersigned, the undersigned does hereby sell, assign, transfer, and set over unto said assignee, its successors and assigns, the entire right, title, and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title, and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part, or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agrees to execute all divisional, continuing, substitute, improvement, extension, reissue, and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself, which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:

- (1) Prompt execution of all lawful oaths, affidavits, and/or supplemental oaths required or deemed advisable by the assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;
- (2) To co-operate to the best of my ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification, or infringement proceedings involving the said invention or improvement, applications or patents or any of them.

The undersigned hereby authorizes said assignee to insert in this Assignment the serial number and filing date of the above-identified application when known.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on the date set after his signature.



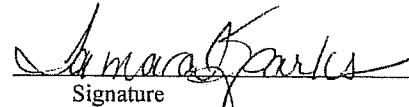
Michael R. Clark
Date Jan. 11 2010
~~2009~~

State of OHIO

County of Stark

SS:

On this 11 day of January, 2010, before me personally appeared **Michael R. Clark**, personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Tamara D. Sparks 
Notary Public (Print Name) Signature Date Jan. 11 2010
~~2009~~

763169.1

Tamara D. Sparks
Notary Public, State of Ohio
My Commission Expires April 24, 2012
Recorded in Portage County

Docket No.: 31419.50277

Application No.: 29/356,828

Filed Date: 3-3-10

ASSIGNMENT

WHEREAS, I, Detlev F. Smith of 545 Pebble Beach Drive, Fairlawn, Ohio 44333, have invented certain improvements in **EXERCISE RISER**, and described in a patent application executed the 11 day of Feb, ~~2009~~, by the undersigned for filing in The United States of America, being owner of all right, title, and interest in and to said application and in and to any invention described therein and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, Fitness Quest Inc., of 1400 Raff Road SW, Canton, Ohio 44750, a corporation of the State of Delaware (assignee) is desirous of acquiring the entire right, title, and interest in and to said application and said invention described therein and any and all patents to be obtained therefore, all as hereinafter set forth:

NOW, THEREFORE, in consideration of good and valuable consideration received by the undersigned, the undersigned does hereby sell, assign, transfer, and set over unto said assignee, its successors and assigns, the entire right, title, and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title, and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part, or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agrees to execute all divisional, continuing, substitute, improvement, extension, reissue, and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself, which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:

- (1) Prompt execution of all lawful oaths, affidavits, and/or supplemental oaths required or deemed advisable by the assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;
- (2) To co-operate to the best of my ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification, or infringement proceedings involving the said invention or improvement, applications or patents or any of them.

The undersigned hereby authorizes said assignee to insert in this Assignment the serial number and filing date of the above-identified application when known.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on the date set after his signature.

Detlev F. Smith, 2-11, 2010
Detlev F. Smith Date

State of OHIO

County of Summit

SS:

On this 11th day of February, ~~2009~~ 2010, before me personally appeared Detlev F. Smith, personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Sheila K Raber
Notary Public (Print Name)

Sheila K Raber
Signature

Feb. 11, 2009 2010
Date

763171.1



Sheila K. Raber
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 07/08/12

PATENT

RECORDED: 03/15/2010

REEL: 024078 FRAME: 0017