## PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		]	
NATURE OF CONVEYANCE:		ASSIGNMENT		╡	
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CONVEYING PARTY	DATA				
Name			lame	Execution Date	
David Brodess				09/14/2010	
Michael Casey				09/14/2010	
RECEIVING PARTY DATA					
Name:	Fitness Brands 2 LLC				
Street Address:	3400 Ranch Road 620 South, Suite 12101				
City:	Austin				
State/Country:	TEXAS				
Postal Code: 78738					
PROPERTY NUMBERS Total: 1					
Property Type			Number		
Application Number: 29		29357	57821		
Fax Number: (703)683-8396					
Fax Number:(703)683-8396Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
Email: nwanty@nathlaw.com					
Correspondent Name:	Correspondent Name:   The Nath Law Group     Address Line 1:   112 S. West Street				
Address Line 2: 90923D/JLM/nmw					
Address Line 4: Alexandria, VIRGINIA 22314					
ATTORNEY DOCKET NUMBER:			90923D/JLM/NMW		j
NAME OF SUBMITTER:			Jerald L. Meyer		
Total Attachments: 2 source=Assign_90923D_001#page1.tif source=Assign_90923D_001#page2.tif					

## ASSIGNMENT (Joint)

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THIS ASSIGNMENT, by David BRODESS, a citizen of the United States, residing at 129 Sebastian's Run, Austin, Texas 78738, and Michael CASEY, a citizen of the United States, residing at 900 Ranch Road 620 S., Suite 202-101, Austin, Texas 78738 (hereinafter referred to as the assignors), respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements for MODIFIED ABDOMINAL EXERCISE DEVICE, set forth in an application for Letters Patent of the United States bearing Serial No. 29/357,821 and filed on March 17, 2010 (hereinafter, "the Patent");

WHEREAS, FITNESS BRANDS 2 LLC, a Texas limited liability company, and having its principal place of business at 3400 Ranch Road 620 South, Suite 12101, Austin, TX 78738 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and the Patents, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, and the Patents, and any and all patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignce, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the Patents above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said Patents, or any proceeding in connection with patents or inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any Patent or any reissue or extension of any patents, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for

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the procurement, maintenance, enforcement and defense of patents for said inventions, without charge to said assignce, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

David BRODESS Assignor 129 Sebastian's Run Austin, Texas 78738 Michael CASEY Assignor 900 Ranch Road 620 S. Suite 202-101 Austin, Texas 78738

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**RECORDED: 09/15/2010** 

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