

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>James S. Birrell</td> <td>08/02/2010</td> </tr> <tr> <td>Mark E. Ainsworth</td> <td>07/15/2010</td> </tr> <tr> <td>Robert J. Silbernagel</td> <td>07/14/2010</td> </tr> <tr> <td>Susan W. Bell</td> <td>08/02/2010</td> </tr> </tbody> </table>		Name	Execution Date	James S. Birrell	08/02/2010	Mark E. Ainsworth	07/15/2010	Robert J. Silbernagel	07/14/2010	Susan W. Bell	08/02/2010
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RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Precor Incorporated</td> </tr> <tr> <td>Street Address:</td> <td>20031 142nd Avenue NE</td> </tr> <tr> <td>City:</td> <td>Woodinville</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>98072</td> </tr> </table>		Name:	Precor Incorporated	Street Address:	20031 142nd Avenue NE	City:	Woodinville	State/Country:	WASHINGTON	Postal Code:	98072
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CORRESPONDENCE DATA											
<p>Fax Number: (773)714-4557</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 773-714-6498</p> <p>Email: terence.obrien@amersports.com</p> <p>Correspondent Name: Terence P. O'Brien Amer Sports Americas</p> <p>Address Line 1: serving Precor Incorporated</p> <p>Address Line 2: 8750 W. Bryn Mawr. Ave</p> <p>Address Line 4: Chicago, ILLINOIS 60631</p>											
ATTORNEY DOCKET NUMBER:	PP-0120										
NAME OF SUBMITTER:	Terence P. O'Brien										
Total Attachments: 4											

CH \$40.00 12888669

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PATENT
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ASSIGNMENT AND AGREEMENT

WHEREAS, James S. Birrell, Mark E. Ainsworth, Robert J. Silbernagel and Susan W.M. Bell (hereinafter referred to as "ASSIGNOR") have invented a certain invention entitled **FITNESS FACILITY EQUIPMENT USAGE CONTROL SYSTEM AND METHOD** (Atty. Dkt. No. PP0120) for which a United States Design Patent application was executed by ASSIGNOR concurrently herewith; and

WHEREAS, Precor Incorporated, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 20031 142nd Avenue NE, P.O. Box 7202, Woodinville, WA 98072-4002 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified design patent application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all design patents and all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, continuations-in-part, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Design Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, continuation-in-part and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interest sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the attorneys and agents of **Precor Incorporated** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of **Precor Incorporated** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorney and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

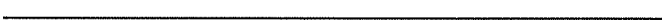
Executed this 2 day of AUGUST, 2010.


James S. Birrell

Executed this 15 day of JULY, 2010.


Mark E. Ainsworth

Executed this _____ day of _____, 2010.


Robert J. Silbernagel

Executed this _____ day of _____, 2010.


Susan W.M. Bell

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Executed this ____ day of _____, 2010.

James S. Birrell

Executed this ____ day of _____, 2010.

Mark E. Ainsworth

Executed this 14th day of July, 2010.

Robert J. Silbernagel
Robert J. Silbernagel

Executed this ____ day of _____, 2010.

Susan W.M. Bell

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Executed this _____ day of _____, 2010.

James S. Birrell

Executed this _____ day of _____, 2010.

Mark E. Ainsworth

Executed this _____ day of _____, 2010.

Robert J. Silbernagel

Executed this 2 day of August, 2010.

S W M Bell

Susan W.M. Bell