

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Forbes Riley	03/07/2011
RECEIVING PARTY DATA	
Name:	Midvale Direct LLC
Street Address:	350 2nd Street North #7
City:	St. Petersburg
State/Country:	FLORIDA
Postal Code:	33701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12970655
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ATTORNEY DOCKET NUMBER:	3051-009.NP
NAME OF SUBMITTER:	Jason R. Jones
Total Attachments: 3 source=3051009Assign#page1.tif source=3051009Assign#page2.tif source=3051009Assign#page3.tif	

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PATENT
REEL: 025911 FRAME: 0974

WHEN RECORDED RETURN TO:
Jason R. Jones
Thorpe North & Western, LLP
P.O. Box 1219
Sandy, UT 84091-1219

Docket No. 3051-009.NP

ASSIGNMENT

WHEREAS, I, Forbes Riley, resident of the State of Florida, whose postal mailing address is 350 2nd Street North #7, St. Petersburg, FL 33701, (hereinafter "Assignor") have invented a certain new and useful improvement in a EXERCISE DEVICE AND ASSOCIATED METHODS; for which an application for United States Letters Patent is being filed concurrently herewith OR which was filed on December 16, 2010 as THORPE NORTH & WESTERN L.L.P. Docket No. 3051-009.NP, and given U.S. Patent Application Serial No. 12/970,655; (Assignee's attorney is hereby authorized to insert the specified data, when known), and

WHEREAS, Midvale Direct LLC, a limited liability company, organized and existing under the laws of the State of CA, having a business address of 350 2nd Street North #7, St. Petersburg, FL 33701, (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to me by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, I the said Assignor, hereby sell, transfer, grant and assign unto the said Assignee, my entire right, title and interest in said invention and in all patent applications based thereon, including but not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; the right, power and authority to file and prosecute U.S. and foreign patent applications on said invention, and to do so in its own name wherever such right may be legally

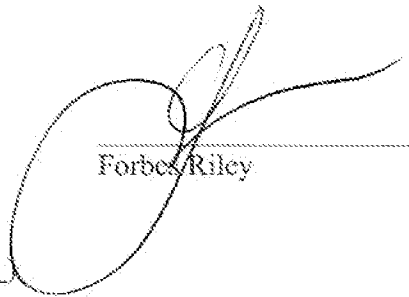
exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.

I hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of my entire interest, for the sole use and behoof of the said Assignee, its successors, assigns, heirs and legal representatives, to the full end of the term for which said Letters Patent and any reissues or extensions thereof may be granted; as fully and entirely as the same would have been held by me had this assignment and sale not been made.

I hereby agree, without further consideration and without expense to me, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of me to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents and instruments as requested by the Assignee to further the prosecution of any of such patent applications; and cooperation to the best of my ability including, but not limited to, the execution of all lawful documents and instruments and production of evidence in any actions or proceedings concerning the invention, including, but not limited to, interference, nullification, reissue, extension, and infringement proceedings and litigation involving said invention.

This assignment and agreement shall be binding upon assigns, successors, heirs and legal representatives of Assignor and Assignee.

Executed this 7 day of MARCH, 2011 at ST. PETERSBURG
(place).


Forbes Riley

STATE OF _____
County of _____ : ss

Before me personally appeared Forbes Riley and acknowledged the foregoing instrument
to be his free act and deed this _____ day of _____, 20____.

Notary Public