

05/31/2011

5/31/11



IT

103626148

To the Director of the U S Patent and Trademark Office

Documents or the new address(es) below

1. Name of conveying party(ies)

Opher Pail

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 11, 2011

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: Fitness Technologies Inc

Internal Address: _____

Street Address: 215 Union Street

City: Lackensack

State: New Jersey

Country: USA

Zip: 07601

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

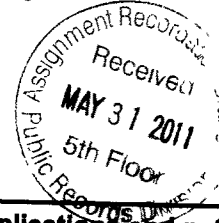
A Patent Application No.(s)

29/373,371

This document is being filed together with a new application

B Patent No.(s)

Additional numbers attached? Yes No



5. Name and address to whom correspondence concerning document should be mailed:

Name: Andrew L. Tiajolloff, Esq.

Internal Address: _____

Street Address: Tiajolloff & Kelly LLP

405 Lexington Ave., Chrysler Building-37th Floor

City: New York

State: NY

Zip: 10174

Phone Number: 212-490-3285

Fax Number: 212-490-3295

Email Address: atiajolloff@tkiplaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 50-1659

05/31/2011 AMULLINS 00000014 29373371

Authorized User Name: Andrew L. Tiajolloff

9. Signature:

Signature

May 25, 2010

Date

Andrew L. Tiajolloff
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents.

3

ASSIGNMENT

WHEREAS, I, as below named inventor, residing at the addresses stated next to our names, am a sole inventor (if only one name is listed below) or a joint inventor (if plural names are listed below) of certain new and useful improvements in

WATERPROOF PORTABLE AUDIO DEVICE,

for which a United States design patent application was filed on March 31, 2011 and assigned Serial No. 29/373,371;

AND WHEREAS,

Fitness Technologies Inc., a New Jersey corporation with offices at 215 Union Street, Hackensack, NJ 07601 (hereinafter referred to as ASSIGNEE) is desirous of acquiring all, interest in, to and under said invention, said application disclosing the invention and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as a sole or joint inventor as indicated below, by these presents do hereby assign, sell and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in the said invention, said application, including any divisions and continuations thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said invention, and in and to any and all priority rights and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to any other benefits accruing or to accrue to me with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, including any and all rights to bring legal action to prevent or recover for any and all infringement thereof, and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America, and any official of any country whose duty is to issue patents on applications as described above, to issue all Letters Patent in the United States of America and any other country to said ASSIGNEE, as the assignees of the whole right, title and interest thereto;

And I further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time-to-time present to me and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto;

And I further agree to properly execute and deliver and without further remuneration, such necessary or desirable and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid invention, as the ASSIGNEE thereof shall hereafter require and prepare at its own expense;

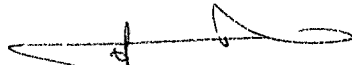
And I further agree that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and

legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto;

And I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

This assignment executed on the dates indicated below.

5/19/2011
Date


Opher Pail