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Form PTO-1595 (Rev. 03-11)  
USPS No. 0651-0027 (exp. 03/31/2012)

06/21/2011

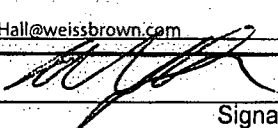
U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



5/31/11

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies)</b> Aligned, LLC Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Name: <u>Smart Fitness Products, LLC c/o David Gustafson</u> Internal Address: <u>Suite C4-500</u> Street Address: <u>6929 North Hayden Road</u> City: <u>Scottsdale</u> State: <u>Arizona</u> Country: <u>USA</u> Zip: <u>85250</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s) <u>March 31, 2011</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>12/963,127</u> B. Patent No.(s) <u>US Patent No. 7,516,498</u> <u>US Patent No. 7,861,319</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: <u>Hollie M. Hall c/o Weiss Brown, PLLC</u> Internal Address: <u>Suite 143</u> Street Address: <u>6263 North Scottsdale Road</u> City: <u>Scottsdale</u> State: <u>Arizona</u> Zip: <u>85250</u> Phone Number: <u>480-327-6650</u> Fax Number: <u>480-327-6658</u> Email Address: <u>Hollie.Hall@weissbrown.com</u>		<b>6. Total number of applications and patents involved:</b> <u>3</u> <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <u>120.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
<b>9. Signature:</b>  Signature Aligned, LLC -- Bill Schultz, Manager Name of Person Signing		<b>8. Payment Information</b> Deposit Account Number _____ Authorized User Name _____ 06/03/2011 ANULLINS 00000025 12963127 01 FC:8021 <u>5-20-11</u> 120.00 OP Date Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## ASSIGNMENT OF PATENT RIGHTS

This Assignment, dated as of March 21, 2011 (the "Agreement Date"), is by and between **ALIGNMED, LLC**, a Delaware limited liability company having a principal place of business at 2909 Tech Center Drive, Santa Ana, California 92705 ("Assignor"), and **SMART FITNESS PRODUCTS, LLC VAIL COLORADO**, a Colorado limited liability company having a principal place of business at 6929 N. Hayden Road, Suite C4-500, Scottsdale, Arizona 82520 ("Opedix"), (each a "Party", together, the "Parties").

A. **WHEREAS**, Assignor is the owner of US Patent Nos. 7,516,498, 7,861,319, US Patent Appln. 12/963,127 and European Patent Appln. 05855353.8 (the "Patent Rights");

B. **WHEREAS**, Opedix desires to acquire the Patent Rights from Assignor as part of a dissolution of the Assignor; and

**NOW THEREFORE**, for good and adequate consideration, receipt of which is hereby acknowledged, including that consideration provided for in the dissolution of the Assignor, the Parties agree as follows:

1. Assignment of the Patent Rights and Any Related Patent Rights

1.1. Assignor hereby sells, assigns, transfers, and sets over to Opedix, its lawful successors and assigns, Assignors' entire right, title, and interest in and to the aforementioned Patent Rights and any patent or application related to the same by priority or by being directed to the same invention(s), including but not limited to any continuations, divisionals, reissues, reexaminations, and/or foreign counterparts ("Related Patent Rights"), including the right to enforce the same and collect damages for infringements of the same that may have occurred prior to, or may occur on or after, the Agreement Date.

1.2. Assignor further covenants and agrees that it will, without further consideration, communicate with Opedix, its successors and assigns, any facts known to the Assignor, its officers, directors or employees respecting the Patent Rights and any Related Patent Rights and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Patent Rights and any Related Patent Rights in Opedix, its successors and assigns, and generally do everything possible to aid Opedix, its successors and assigns, to obtain and enforce proper patent protection for the Patent Rights and any Related Patent Rights in the United States and any foreign country, if applicable, it being understood that any expense incident to the execution of such papers shall be borne by Opedix, its successors and assigns.

1.3. Upon execution of this Agreement, Assignor reserves no right, title, or interest in the Patent Rights or any Related Patent Rights.

2. Assignor's Representations and Warranties

2.1 Assignor represents and warrants that it is a limited liability company duly formed and validly existing under the laws of its jurisdiction of formation and has the legal power to enter into this Agreement. The making of this Agreement by Assignor does not violate any agreement or organizational document to which it is a party or by which it or its property is bound, and Assignor shall not enter into any agreement which is inconsistent with the rights granted to Opedix hereunder. The execution, performance and delivery of this Agreement have been duly authorized by all necessary limited liability company action of Assignor and is binding on Assignor.

2.2 Assignor represents and warrants that it has not granted any licenses, security interests, liens, encumbrances, or otherwise transferred any legal or equitable interest in the Patent or Related Patent Rights whatsoever to any third party, nor has any inchoate lien or other claim arisen giving any third party any legal or equitable interest in the Patent Rights or any Related Patent Rights.

3. Opedix's Representations and Warranties

3.1 Opedix represents and warrants that it is a limited liability company duly formed and validly existing under the laws of its jurisdiction of formation and has the legal power to enter into this Agreement. The making of this Agreement by Opedix does not violate any agreement or organizational document to which it is a party or by which it or its property is bound, and Opedix shall not enter into any agreement which is inconsistent with the rights granted to Assignor hereunder. The execution, performance and delivery of this Agreement have been duly authorized by all necessary corporate action of Opedix and is binding on Opedix.

4. Miscellaneous

4.1 This Agreement shall be governed and construed according to the laws of the Arizona, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Arizona.

4.2 Each of the Parties shall be responsible for the payment of his or its own attorney's fees and costs incurred in connection with the negotiation and drafting of this Agreement.

4.3 It is the desire, intent, and agreement of the Parties that this Agreement be

enforced to the fullest extent permissible under the law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly if, and to the extent that, any portion of this Agreement shall be invalid and unenforceable under applicable law, such portion shall be deemed amended to delete therefrom or to reform the portion which is otherwise invalid or unenforceable, such deletion or reformation to apply only with respect to the operation of such portion in the particular jurisdiction in which such portion is otherwise invalid or unenforceable. The deemed amendment of any such portion shall not invalidate the remainder of such portion of this Agreement or the remaining provisions of this Agreement.

4.4 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and words in the plural shall be held to include the singular, unless and only to the extent that the context clearly indicates otherwise.

4.5 This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective heirs, legal representatives, successors and assigns.

4.6 This Agreement supersedes and terminates all prior agreements, whether written or oral, to which the Parties or any of them are also parties concerning its subject matter, and as of the execution of this Agreement, none of such other agreements shall any longer have any force or effect.

4.7 This Agreement may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Agreement.

4.8 In the event this Agreement as signed by a Party is delivered to another Party via facsimile, the transmitting Party intends to be contractually bound by the facsimile signature(s) hereon.

4.9 This Agreement may not be amended, modified, or supplemented except by a written instrument signed by each of the Parties or their respective authorized officers or representatives.

4.10 The section and subsection headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

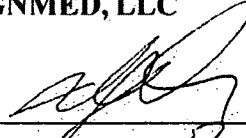
4.11 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, provincial, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requests otherwise. The word "including" shall mean including without limitation. The words "hereby", "herein", "hereof", "hereto", "hereunder", "hereinafter", and words of similar import refer to this

Agreement as a whole and not to any particular section or subsection of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

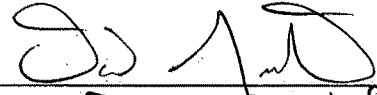
**ALIGNMED, LLC**

By  \_\_\_\_\_

Name: Bill Schartz

Witnessed by: \_\_\_\_\_

**SMART FITNESS PRODUCTS, LLC VAIL,  
COLORADO**

By:  \_\_\_\_\_

Name: David Gustafson, Manager

Witnessed by: \_\_\_\_\_

