

Form PTO-1595 (Rev. 03-11)  
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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.

**1. Name of conveying party(ies)**

KEVIN ABELBECK; BRAD OLSCHANSKY

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

**2. Name and address of receiving party(ies)**

Name: EXERSMART, LLC

Internal Address:

Street Address: 1692 HOLCOMB LAKE RD.

City: MARIETTA

State: GEORGIA

Country: USA

Zip 30062

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

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

Execution Date(s) 12/28/2011; 12/28/2011

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

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

13/342,570

Additional numbers attached?  Yes  No

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

Name: Morton J. Rosenberg

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Fax Number: 410-461-3067

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**6. Total number of applications and patents involved: 1**

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

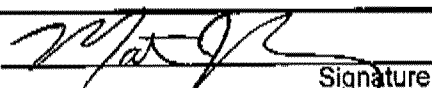
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 50-5298

Authorized User Name

**9. Signature:**

  
 Signature

1/23/2012

Date

Morton J. Rosenberg  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

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

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**PATENT**  
 REEL: 027572 FRAME: 0091

ASSIGNMENT

WHEREAS WE, Kevin Abelbeck and Brad Olschansky residing at 1230 Twinberry Court, Fort Collins CO 80525 and 1692 Holcomb Lake Rd., Marietta, GA 30062 respectively, hereinafter together referred to as "Assignors", have invented certain new and useful improvements disclosed in an application for United States Letters Patent titled: Resistance System for and Exercise Device.

AND WHEREAS Exersmart, LLC of Marietta, GA (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee"), wants to acquire the entire right, title and interest in and to said improvements and application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to said improvements, and said application and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters Patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries; and Assignors hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this agreement;

AND ASSIGNORS HEREBY covenant that Assignors have full right to convey the entire interest herein assigned, and that Assignors have not executed, and will not execute, any agreement in conflict herewith;

AND ASSIGNORS HEREBY further covenant and agree that Assignors will communicate to Assignee any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 28 day of Dec 2011

[Signature]  
(First Assignor)

STATE OF Colorado )  
 ) ss.  
COUNTY OF Larimer )

On 28 December, 2011, before the undersigned, a Notary Public for the state and county aforesaid, personally appeared Kevin G. Abelbeck, known to me or proved to me on the basis of satisfactory evidence to be this person whose name is subscribed to the above assignment, and acknowledge that he executed the same.

[Signature]  
(Notary Public)

LEAH J KIEMEL  
NOTARY PUBLIC  
STATE OF COLORADO  
MY COMMISSION EXPIRES 06/06/2016

