

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MYTRAK HEALTH SYSTEM INC.	03/31/2013
RECEIVING PARTY DATA	
Name:	Curves International, Inc.
Street Address:	100 Ritchie Road
City:	Woodway
State/Country:	TEXAS
Postal Code:	76712
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7914425
Patent Number:	D569925
Patent Number:	D569457
CORRESPONDENCE DATA	
Fax Number:	7134257952
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7137528652
Email:	jHUDSON@CRAINCATON.COM
Correspondent Name:	James E. Hudson III
Address Line 1:	1401 McKinney
Address Line 2:	Suite 1700
Address Line 4:	Houston, TEXAS 77010
ATTORNEY DOCKET NUMBER:	16565-30
NAME OF SUBMITTER:	James E. Hudson III
Signature:	/James E. Hudson III/

CH \$120.00 7914425

Date:

05/14/2013

Total Attachments: 5

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ASSIGNMENT OF PATENT

BETWEEN:

MYTRAK HEALTH SYSTEM INC., a corporation
existing under the laws of the Province of Ontario

(the "Assignor")

- and -

CURVES INTERNATIONAL, INC., a corporation
existing under the laws of the State of Texas

(the "Assignee")

CONTEXT:

- A. The Assignor is the owner of all patents and patent applications that are set out in Exhibit A to this Assignment (the "Patents").
- B. The Assignor desires to transfer the entire ownership of the Patents to the Assignee.

THEREFORE, the parties agree as follows:

1. Assignment

The Assignor sells, assigns and transfers to Assignee, its successors and assigns, its entire right, title and interest in and to the Patents, both in Canada and in all foreign countries, including:

- 1.1 all continuations, continuations-in-part, divisions, renewals, extensions and reissues of any of the Patents;
- 1.2 all letters patent which may be granted with respect to patent applications that form part of the Patents;
- 1.3 the right to claim all benefits and priority rights with respect to the Patents under any applicable convention; and
- 1.4 the right to sue for all past and future infringements of, and to collect all past and future damages and royalties accruing from, any of the Patents.

2. Further Assurances

The Assignor agrees to execute, upon request, any further papers that may be necessary or desirable to enable the Assignee or its successors and assignees (as applicable), to file and prosecute any patent application forming part of the Patents, and to vest in the Assignee the exclusive title to the Patents.

3. Commissioner of Patents

The Assignor authorizes and requests the Commissioner of Patents of Canada and the appropriate officers in the United States Patent and Trademark Office to record this Assignment to the Assignee as assignee of the Assignor's entire interest, and covenants that it has full right to convey the entire interest assigned in this Assignment, and that it has not executed, and will not execute, any agreements in contravention of this Assignment.

4. Enurement

This assignment will enure for the benefit of the Assignee and its successors and assignees and will be binding upon each of the Assignor and their respective heirs, executors, administrators, successors, assigns and legal representatives.

5. Appointment as Attorney

The Assignor irrevocably appoints the Assignee as the Assignor's attorney-in-fact, with full authority in the place of the Assignor and in the name of the Assignor, by the Assignee or otherwise, to take any action and to execute any instrument which the Assignee may deem necessary or advisable to accomplish the purposes of this Assignment, and to make any filings as appropriate, to effect the full and complete assignment as contemplated under this Assignment.

6. Correction of Errors

The undersigned authorizes the firm of Gowling Lafleur Henderson LLP to correct errors in this Assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in the Canadian Patent Office.

This assignment has been executed below by the undersigned:

Date: March 31, 2013

MYTRAK HEALTH SYSTEM INC.

Per: 

Name: Reed Hatfield

Title: President

CURVES INTERNATIONAL, INC.

Per: _____

Name:

Title:

[Assignment of Patent]

This assignment has been executed below by the undersigned:

Date: March 31, 2013

MYTRAK HEALTH SYSTEM INC.

Per: _____
Name: Reed Hanoun
Title: President

CURVES INTERNATIONAL, INC.

Per: Ronnie Glacsmann
Name: Ronnie Glacsmann
Title: VP - CFO / TREASURER

[Assignment of Patent]

EXHIBIT "A"

Canadian and U.S. Patents and Pending Patent Applications

Title	Case Number Status	Application Number/Date	Patent No. Issue Date	Next Action(s)	Due Date(s)
Hydraulic Exercise Machine System and Methods Thereof	Issued	7,914,425 (US)	3/29/2011	Pay maintenance fee	09/29/2014
Display Unit and Support for Exercise Machine	Issued	D569,925 (US)	5/27/2008		
Display Unit for Exercise Machine	Issued	D569,457 (US)	5/20/2008		
Sensor for Fitness Equipment	Pending	13/465,592 Priority to 61/483,395 (US)		Waiting on office action	
Method of Characterizing Physical Performance	Pending; Examination requested	2587472 (Canadian)		Pay annuity fee	10/24/2013
System for Measuring Physical Performance and Providing Interactive Feedback	Pending; Examination requested	2587491 (Canadian)		Pay annuity fee	10/24/2013