

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7382646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES S. BIRRELL	08/02/2010
MARK E. AINSWORTH	07/15/2010
ROBERT J. SILBERNAGEL	07/14/2010
SUSAN W.M. BELL	08/02/2010
RECEIVING PARTY DATA	
Name:	PRECOR INCORPORATED
Street Address:	20031 142ND AVENUE NE
Internal Address:	P.O. BOX 7202
City:	WOODINVILLE
State/Country:	WASHINGTON
Postal Code:	98072-4002
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14458787
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2146515000
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Correspondent Name:	HAYNES AND BOONE, LLP
Address Line 1:	2323 VICTORY AVENUE
Address Line 2:	SUITE 700
Address Line 4:	DALLAS, TEXAS 75219
ATTORNEY DOCKET NUMBER:	55956.99US02
NAME OF SUBMITTER:	GREGORY J. MICHELSON
SIGNATURE:	/Gregory J. Michelson/
DATE SIGNED:	06/14/2022
Total Attachments: 4	

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EXHIBIT A

Atty. Dkt. No. PP0120

ASSIGNMENT AND AGREEMENT

WHEREAS, James S. Birrell, Mark E. Ainsworth, Robert J. Silbernagel and Susan W.M. Bell (hereinafter referred to as "ASSIGNOR") have invented a certain invention entitled **FITNESS FACILITY EQUIPMENT USAGE CONTROL SYSTEM AND METHOD** (Atty. Dkt. No. PP0120) for which a United States Design Patent application was executed by ASSIGNOR concurrently herewith; and

WHEREAS, Precor Incorporated, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 20031 142nd Avenue NE, P.O. Box 7202, Woodinville, WA 98072-4002 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified design patent application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all design patents and all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, continuations-in-part, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Design Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

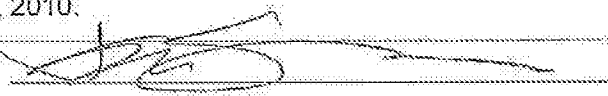
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, continuation-in-part and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interest sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the attorneys and agents of **Precor Incorporated** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of **Precor Incorporated** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorney and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 2 day of AUGUST, 2010.


James S. Birrell

Executed this 15 day of JULY, 2010.


Mark E. Ainsworth

Executed this _____ day of _____, 2010.

Robert J. Silbernagel

Executed this _____ day of _____, 2010.

Susan W.M. Bell

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Executed this _____ day of _____, 2010.

James S. Birrell

Executed this _____ day of _____, 2010.

Mark E. Ainsworth

Executed this 14th day of July, 2010.



Robert J. Silbernagel

Executed this _____ day of _____, 2010.

Susan W.M. Bell

herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

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Executed this _____ day of _____, 2010.

James S. Birrell

Executed this _____ day of _____, 2010.

Mark E. Ainsworth

Executed this _____ day of _____, 2010.

Robert J. Silbernagel

Executed this 2 day of August, 2010.



Susan W.M. Bell