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Commissioner of

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05-14-1999

ASSIGNMENTS, Washington, D.C. 20231

FORM PTO-1595

(Rev. 6-93)



101037844

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Unrecorded original document or certified copy thereof.

To the Honorable

1. Name of conveying Party(ies):
Porter C. Wilson

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐

Execution Date: May 3, 1999

2. Name and Address of receiving Party(ies):

Name: Sport Supply Group, Inc.

Internal Address:

Street Address: 1901 Diplomat Drive

City: Farmers Branch

State/Country: Texas Zip: 75234

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

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

If this document is being filed together with a new application, the execution date of the application is :

A. Patent Application No.(s)/Application Date

U.S. Serial Nos. 09/223,833, filed 12-31-98 and 09/223,786, filed 12-31-98

B. Patent No.(s)/Patent Date

5,456,462, issued 10-10-95

5. Name and address of party to whom correspondence concerning this matter should be mailed:

JACOBSON, PRICE, HOLMAN & STERN
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. P63580US0, P63581US0 and P63583US0

6. Number of applications and patents involved: 3

7. Total fee (37 CFR 3.41) \$ 120.00

- ☒ Enclosed
☒ Any deficiencies in enclosed fees are authorized to be charged to account

8. Deposit Account No.: 06-1358

(Attach duplicate copy of this page if paying by deposit account):

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

05/14/1999 DMGUYEN 00000101 09223833

01 FC:581

120.00 OP

Jonathan L. Scherer 29,851
Name of Person Signing/ Reg. #

Signature

May 11, 1999

Date

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

5

JPH&S 103-12/93

05/14/1999 DMGUYEN 00000088 09223833

01 FC:581

40.00 OP

PATENT
REEL: 9935 FRAME: 0842

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05/14/1999 DMGUYEN 00000088
01 FC:581

PATENT ASSIGNMENT

This Patent Assignment is made and effective this 7th day of April, 1999, by and among PORTER C. WILSON ("Assignor"), and SPORT SUPPLY GROUP, INC., a Delaware corporation ("Sport Supply").

WHEREAS, the parties have entered into that certain Asset Purchase Agreement dated the effective date hereof (the "Purchase Agreement") among the Assignor, Flag-A-Tag, Inc., an Arizona corporation ("Flag-A-Tag") and Sport Supply, pursuant to which certain assets of the Assignor were sold to Sport Supply; and

WHEREAS, Assignor desires to assign, sell, transfer and convey to Sport Supply all rights, interests and title to the Technology and Patent Rights (as hereinafter defined) as part of such sale;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Technology.

(a) "Technology" means any and all articles of manufacture, methods of manufacture, designs, specifications, blue prints, drawings, computer software, techniques, processes, written lists, test results, renditions or compilations thereof, know-how, show-how, technical information, confidential information, trade secrets, in whatever form, any and all changes, updates, advances, enhancements or additions thereto, and any inventions, ideas, discoveries or concepts embodied therein, that are presently owned or possessed by Assignor and that relate in any way to the Assets (as defined in the Purchase Agreement).

(b) Assignor hereby irrevocably assigns, sells, transfers and conveys to Sport Supply the entire right, title and interest that such Assignor may now or hereafter have in the Technology, the same to be held and owned by Sport Supply for its own use as fully and entirely as the same would have been held and owned by Assignor if this assignment and sale had not been made. Assignor hereby further agrees to deliver to Sport Supply all documents and items in Assignor's possession, custody or control evidencing the Technology.

2. Assignment of Patent Rights.

(a) "Patent Rights" means any and all rights, titles or interests in or to any United States and foreign patents or patent applications covering the Technology, including without limitation, the patents, patent designs and patent applications identified on Schedule A to this Assignment and any others related to or utilized in connection with the Assets.

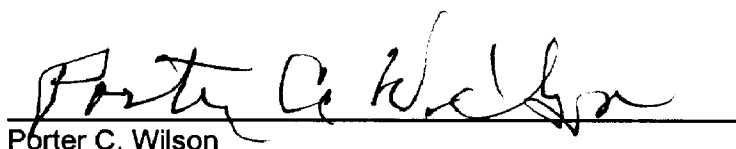
(b) Assignor hereby assigns, sells, transfers and conveys to Sport Supply Assignor's entire right, title and interest in and to any Patent Rights, the same to be held and enjoyed by Sport Supply for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said patents are granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said Patent Rights, with the right to sue for, and collect, the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

3. Representations of Assignor.

(a) Assignor hereby represents and warrants that it is the owner of the Technology and Patent Rights transferred and conveyed to Sport Supply by Assignor hereby, free and clear of all liens, claims and encumbrances, and that the conveyance hereby of the Technology and Patent Rights vests good and marketable title to the Technology and Patent Rights in Sport Supply, free and clear of any liens, claims or encumbrances.

(b) Assignor represents and warrants that this Assignment has been duly authorized by all necessary action of the Assignor, and is the binding agreement of Assignor, enforceable in accordance with its terms. Assignor further represents that the execution and performance of this Assignment will not violate any agreement, document, order or instrument to which Assignor is a party or by which Assignor is bound. Assignor further represents and warrants that the Technology and Patent Rights conveyed to Sport Supply hereunder do not infringe upon any patent, copyright or other proprietary right of any third party.

IN WITNESS WHEREOF, the parties hereto have executed and made this Assignment as of the date first above written.


Porter C. Wilson

THE STATE OF ARIZONA)
 : ss.
COUNTY OF PIMA)

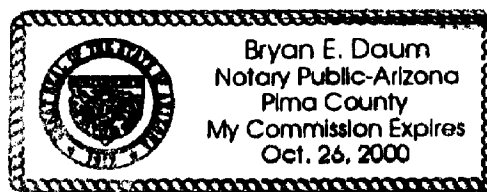
BEFORE ME, the undersigned authority, on this day personally appeared Porter C. Wilson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND this 3 day of May, 1999.

Bryan E. Daum
Notary Public in and for the State of Arizona

My Commission Expires:

Oct 26, 2000



SCHEDULE A

Patents, Patent Designs and Patent Applications

1.	Patent - Update of Sonic Socket, Etc.	5,456,462	1995
2.	Patent Application - Flag Football Device and Coupling	09/223,833	1998
3.	Patent Application -Adjustable Belt Buckles	09/223,786	1998

All materials related to improvements to the above described patent/patent applications developed by the Company, on or before the date of this Agreement.