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documents or copy thereof.

To the Honorable Commissioner of Patents and T

1. Name of conveying party(ies):

JASON WALL

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: 1/13/2000

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

Name: **WALLY BALLS, LLC.**

Internal Address:

Street Address: **3940 Laurel Canyon Blvd., Suite 111**

City: **Studio City** State: **CA** Zip: **91604**

Additional name(s) & address(es) attached?

Yes No

jc542 U.S. PTO
29/117375
01/19/00

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)

B. Patent No.(s)

29/117375

Additional numbers attached? Yes No

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

Name: **MARSHALL A. LERNER, ESQ.**

Internal Address:

Street Address: **KLEINBERG & LERNER, LLP
2049 Century Park East, #1080**

City: **Los Angeles** State: **California** Zip: **90067**

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....**\$40.00**

Enclosed

Authorized to be charged to deposit account

8. Charge any excess or credit any refund to deposit account number:

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

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01/31/2000 MARSHALL 00000028 29117375
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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.

MARSHALL A. LERNER, ESQ.
Name of Person Signing


Signature

1-19-2000
Date

Total number of pages comprising cover sheet:

3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)	
)	
JASON WALL)	
)	
Serial No.: Unassigned)	Group Art Unit: Unassigned
)	
Filed: Unassigned)	Examiner: Unassigned
)	
For: BALL DESIGN)	
)	
_____)	

ASSIGNMENT OF APPLICATION FOR UNITED STATES PATENT

WHEREAS:

Jason Wall, a citizen of the United States, located in Studio City, CA 91604,

hereinafter referred to as ASSIGNOR, has invented and owns a certain invention entitled:

BALL DESIGN

for which the above-referenced application for Letters Patent of the United States has been executed on even date herewith,

WHEREAS:

WALLY BALLS, LLC, a California corporation, located at 3940 Laurel Canyon Blvd., Suite 111, Studio City, CA 91604 U.S.A. (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to, and under said invention and in, to, and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good consideration, Jason Wall hereby sells, assigns and transfers to ASSIGNEE and the successors and assigns of ASSIGNEE the full and exclusive right, title and interest in and to any invention(s) disclosed in the above-referenced application, including all such right, title and interest for United States territorial possessions and for all foreign countries and further including all rights to claim priority, in and to any and all improvements which are obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or incumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on

January 13, 2000, 1999.



JASON WALL