

03-13-2002

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Date: January 18, 2002

Commissioner of Patents and Trademark
Box: ASSIGNMENT
Washington, D.C. 20231

Please record the attached original document or copies for which the following particulars apply:

- 1. Conveying Party(ies): Brett Schmitt
- 2. Receiving Party: N2Sports, Inc.
Address: 12826 Alhambra
Leawood, Kansas 66209

2 26 02

Assignee is domiciled in the United States.
 Assignee is not domiciled in the United States. A Designation of a Domestic Representative is attached.

- 3. Submission Type:
 New

4. Conveyance Document Type: **Assignment Agreement**
 Date Executed: January 16, 2002. Interest Conveyed: Entire Other

5. Please record the enclosed document against the following:
 patent application(s) issued patent(s)
 Application Serial No. 29/140,393, filed April 17, 2001, entitled HELMET WITH FAN

6. Please address all correspondence concerning recordation of this document to:
 Shughart, Thomson & Kilroy, P.C., Attention Mitchell L. Crain, 120 West 12th Street, Kansas City, Missouri 64105.

7. Total number of patent(s)/application(s) involved: 1

8. Please charge Deposit Account No. 12-1660 for the recording fee of \$_____.

9. Our check No. 351291 is enclosed to cover the recording fee of \$40.00.

10. The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 12-1660.

11. The undersigned certifies that to the best of his knowledge, all information contained herein is true and correct and any copy of documents submitted herewith is a true copy of the original documents.

Respectfully submitted,

By *[Signature]*
 Mitchell L. Crain

Reg. No. 37,299

Total number pages submitted: 3

120 West 12th Street
 Kansas City, Missouri 64105
 (816) 421-3355

03/12/2002 LMUELLER 00000291 29140393
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ASSIGNMENT

On the date shown below, and for good and valuable consideration the receipt of which is hereby acknowledged, **Brett Schmitt**, an individual and United States citizen ("Assignor"), whose address is 6408 Hilltop, Shawnee, Kansas 66226, made the following assignment and promises to **N2Sports, Inc.** ("Assignee"), a corporation duly organized in the State of Kansas, having a principal place of business at 12826 Alhambra, Leawood, KS 66209, in connection with said invention of a new, original, novel and unique HELMET WITH FAN ("Invention").

I assign, transfer, and convey to Assignee the entire right, title and interest in and to

- (a) the Invention;
- (b) the application for United States Letters Patent executed by me and/or filed on April 17, 2001, being assigned to Serial No. 29/140,393 by the U.S. Patent Office;
- (c) any Letters Patent issued pursuant to, or as a result of, the application referenced above;
- (d) all applications for Letters Patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention;
- (e) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States; and
- (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.

2. I authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications, to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.

3. I agree that, upon the request of Assignee, I will

- (a) execute any and all divisional and renewal applications for the Invention or improvements;
- (b) execute any supplemental oath relating to the Invention or improvements;
- (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;

- (d) cooperate to the best of my ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
- (e) perform any and all affirmative acts to obtain Letters Patent and vest all right in such Letters Patent in Assignee; and
- (f) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

4. I covenant and warrant that as of the date of this Assignment Agreement, I am the true and lawful owner of the entire right, title, and interest in the Invention, the Petition for Design Patent, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that I have not executed and will not execute any agreement in conflict with this Assignment Agreement.

5. This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns, so long as the Inventor, Brett Schmitt, owns at least forty-one percent of the Assignee Company.

1/16/02
Date

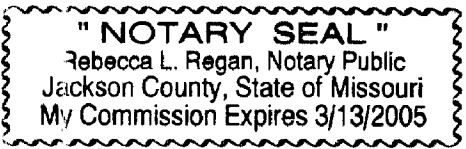
Brett Schmitt
Brett Schmitt, Applicant/Inventor

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this 16th day of January, 2002, before me, a Notary Public in and for the above State and County, personally appeared **Brett Schmitt**, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

Rebecca J. Regan
Notary Public

My Commission Expires:



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