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To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies): 8 AB 02

Danny W. Maxey; Dan S. Pitsenberger; and Jess Heald

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

2. Name and address of receiving party(ies)

Name: Worth, Inc.

Internal Address _____

Street Address: P.O. Box 88104

City: Tullahoma ST: TN ZIP 37388

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

3. Nature of conveyance:

Assignment

Execution Date: 07/11/02; 07/24/02; and 08/08/02

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

A. Patent Application No.(s): 09/785,645

B. Patent No.(s):

Additional numbers attached? Yes No

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

Name: WADDEY & PATTERSON

Internal Address: BANK OF AMERICA PLAZA

SUITE 2020

Street Address: 414 UNION STREET

City: NASHVILLE State: TN Zip: 37219

Customer No. 23456

6. Total number of applications and patents involved: 1

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

The fee is enclosed

8. Deposit account number:

23-0035

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

OFFICE OF PUBLIC RECORDS
2002 AUG 23 AM 7:28
FINANCE SECTION

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.

Edward D. Lanquist, Jr., Reg. No. 33,729

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

08/28/2002 LMUELLER 00000032 09785645

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ASSIGNMENT

In consideration of the payment of one (\$1.00) dollar, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Dan S. Pitsenberger, Danny W. Maxey, and Jess Heald ("Assignors") assign to Worth, Inc. of Tullahoma, TN ("Assignee"), their entire right, title, and interest in and to an invention entitled "GAME BALL SIMULATING A SEWN COVER" (the "Invention"), and in any and all patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the U.S. or in any foreign country with respect to the Invention and improvements thereto, and in any application, including continuations, continuations-in-part, or divisions, that may be filed with respect to the Invention or improvements thereto.

Assignors grant to Assignee the right to add the following information regarding a U.S. patent application to be filed so that this assignment may be recorded in the United States Patent and Trademark Office.

Game Ball Simulating a Sewn Cover

(Title of Application)

09/785,645

(Serial Number)

February 16, 2001

(Filing Date)

Assignors will, without additional charge to Assignee but at Assignee's expense, cooperate with and assist Assignee such that Assignee may realize and fully enjoy all the rights assigned hereunder, including the preparation and execution of all papers needed by Assignee, and providing such information and assistance as may reasonably be required by Assignee in any administrative or legal proceeding to obtain or protect such rights.

Assignors represent and warrant that they have not publicly used or disclosed the Invention, and that they have not previously sold or offered to sell the Invention.

Assignors represent and warrant that they have not transferred, licensed, and/or assigned any interest in the Invention to anyone other than Assignee, and that they have not entered into any contract, assignment, or license conveying any right granted to Assignee hereunder, or that would otherwise conflict with this Assignment.

This Assignment and each of its terms shall be binding on each Assignor, their representatives, heirs and assigns, and shall inure to the benefit of Assignee, its successors, and assigns.

Jess Heald
Jess Heald

July 11, 2002
Date

STATE OF TENNESSEE

COUNTY OF Coffee

Before me, Bill N. Keene, a Notary Public of the state and county aforesaid, personally appeared Jess Heald, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged themselves to be the within named joint Assignor, and that multiple executed the foregoing instrument for the purposes therein contained.

This 11th day of July, 2002.


Notary Public

My commission expires: April 24, 2004

ASSIGNMENT

In consideration of the payment of one (\$1.00) dollar, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Dan S. Pitsenberger, Danny W. Maxey, ("Assignors") assign to Worth, Inc. of Tullahoma, TN ("Assignee"), their entire right, title, and interest in and to an invention entitled "GAME BALL SIMULATING A SEWN COVER" (the "Invention"), and in any and all patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the U.S. or in any foreign country with respect to the Invention and improvements thereto, and in any application, including continuations, continuations-in-part, or divisions, that may be filed with respect to the Invention or improvements thereto.

Assignors grant to Assignee the right to add the following information regarding a U.S. patent application to be filed so that this assignment may be recorded in the United States Patent and Trademark Office.

Game Ball Simulating a Sewn Cover

(Title of Application)

09/785,645

(Serial Number)

February 15, 2001

(Filing Date)

Assignors will, without additional charge to Assignee but at Assignee's expense, cooperate with and assist Assignee such that Assignee may realize and fully enjoy all the rights assigned hereunder, including the preparation and execution of all papers needed by Assignee, and providing such information and assistance as may reasonably be required by Assignee in any administrative or legal proceeding to obtain or protect such rights.

Assignors represent and warrant that they have not publicly used or disclosed the Invention, and that they have not previously sold or offered to sell the Invention.

Assignors represent and warrant that they have not transferred, licensed, and/or assigned any interest in the Invention to anyone other than Assignee, and that they have not entered into any contract, assignment, or license conveying any right granted to Assignee hereunder, or that would otherwise conflict with this Assignment.

This Assignment and each of its terms shall be binding on each Assignor, their representatives, heirs and assigns, and shall inure to the benefit of Assignee, its successors, and assigns.

Danny W. Maxey
Danny W. Maxey

07/24/02
Date

STATE OF TENNESSEE
COUNTY OF Coffee

Before me, Justin W. Damron, a Notary Public of the state and county aforesaid, personally appeared Danny W. Maxey, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged themselves to be the within named joint Assignor, and that multiple executed the foregoing instrument for the purposes therein contained.

This 24 day of July, 2002.

Justin W. Damron
Notary Public

My commission expires: 8-19-2003

ASSIGNMENT

In consideration of the payment of one (\$1.00) dollar, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Dan S. Pitsenberger, Danny W. Maxey, ("Assignors") assign to Worth, Inc. of Tullahoma, TN ("Assignee"), their entire right, title, and interest in and to an invention entitled "GAME BALL SIMULATING A SEWN COVER" (the "Invention"), and in any and all patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the U.S. or in any foreign country with respect to the Invention and improvements thereto, and in any application, including continuations, continuations-in-part, or divisions, that may be filed with respect to the Invention or improvements thereto.

Assignors grant to Assignee the right to add the following information regarding a U.S. patent application to be filed so that this assignment may be recorded in the United States Patent and Trademark Office.

Game Ball Simulating A Sewn Cover

(Title of Application)

09/785,645

(Serial Number)

February 16, 2001

(Filing Date)

Assignors will, without additional charge to Assignee but at Assignee's expense, cooperate with and assist Assignee such that Assignee may realize and fully enjoy all the rights assigned hereunder, including the preparation and execution of all papers needed by Assignee, and providing such information and assistance as may reasonably be required by Assignee in any administrative or legal proceeding to obtain or protect such rights.

Assignors represent and warrant that they have not publicly used or disclosed the Invention, and that they have not previously sold or offered to sell the Invention.

Assignors represent and warrant that they have not transferred, licensed, and/or assigned any interest in the Invention to anyone other than Assignee, and that they have not entered into any contract, assignment, or license conveying any right granted to Assignee hereunder, or that would otherwise conflict with this Assignment.

This Assignment and each of its terms shall be binding on each Assignor, their representatives, heirs and assigns, and shall inure to the benefit of Assignee, its successors, and assigns.

D. S. Pitsenberger
Dan S. Pitsenberger

8/5/02
Date

STATE OF INDIANA
COUNTY OF NOBLE

Before me, DAN S. PITSEBERGER, a Notary Public of the state and county aforesaid, personally appeared Dan S. Pitsenberger, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged themselves to be the within named joint Assignor, and that multiple executed the foregoing instrument for the purposes therein contained.

This 5th day of August, 2002.

Shawna K. Dillinger
Notary Public Shawna K. Dillinger

My commission expires: 11-15-2006