

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	06/10/2004
CONVEYING PARTY DATA	
Name	Execution Date
Sport Court, Inc.	06/10/2004
RECEIVING PARTY DATA	
Name:	Sport Court International, Inc.
Street Address:	939 South 700 West
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84104
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	4860510
Patent Number:	4930286
Patent Number:	5787654
Patent Number:	5992106
Application Number:	09603085
Patent Number:	5713806
Patent Number:	5527128
Patent Number:	5833386
Patent Number:	6032428
Patent Number:	5761867
Application Number:	09975715
Application Number:	10437276
Application Number:	10466449
Patent Number:	D481138

OP \$600.00 4860510

PATENT

500007658

REEL: 015156 FRAME: 0807

Application Number: 60482104

CORRESPONDENCE DATA

Fax Number: (801)566-0750

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NAME OF SUBMITTER:

Peter M. de Jonge

Total Attachments: 7

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*") dated as of June 10, 2004 (the "*Effective Date*"), is made by and between Sport Court, Inc., a Delaware corporation ("*Assignor*") and Sport Court International, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and AASC Holding Corporation ("*AASC*") are parties to that certain Asset Purchase Agreement, dated as of June 9, 2004 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and AASC has agreed to purchase the "Acquired Assets" as defined in the Agreement;

WHEREAS, AASC assigned its rights under the Agreement to Assignee pursuant to that certain Assignment and Assumption Agreement, dated June 10, 2004 (the "*Assignment*");

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those United States and foreign patents and patent applications listed on Schedule A or that otherwise constitute "Acquired Assets" under the Agreement, and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing. (collectively, the "*Patents*"); and

WHEREAS, pursuant to the Agreement and the Assignment, the Patents are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the

Patents, as described in the preceding two paragraphs, and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens and other documentation as may be reasonably required) in connection with: (1) the implementation, perfection or recording of this Assignment in the United States and any and all applicable foreign jurisdictions; (2) the preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (3) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, including, but not limited to, testifying as to any facts relating to the rights assigned in this Assignment; (4) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Patents and this Assignment; and (5) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Georgia.

Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Agreement, all of which survive the execution and delivery of this Assignment as provided in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control.

This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

SPORT COURT, INC., a Delaware corporation

By: Charlie Graves

Name: Charlie Graves

Title: President and CEO

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

On this 10 day of June, 2004 before me **Charlie Graves**, known to me to be President and CEO of **SPORT COURT, INC.**, who acknowledged that he/she signed this instrument as a free act on behalf of **SPORT COURT, INC.**

Barbara J. Ingua
Notary Public:

My commission expires:

Notary Public Douglas County, Georgia
My Commission Expires Sept. 12, 2004

SPORT COURT INTERNATIONAL, INC.,
a Delaware corporation

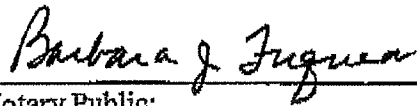
By: 

Name: William K. Bixby

Title: President

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

On this ____ day of June, 2004 personally appeared before me William K. Bixby, known to me to be President of **SPORT COURT INTERNATIONAL, INC.**, who acknowledged that he/she signed this instrument as a free act on behalf of **SPORT COURT INTERNATIONAL, INC.**


Notary Public:
My commission expires: Notary Public Douglas County, Georgia
My Commission Expires Sept. 12, 2004

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

COUNTRY	PATENT/ SERIAL #	DATE	PATENT TITLE
United States	4,860,510	8/29/89	MODULAR PROTECTIVE SURFACING MEMBER
United States	4,930,286	6/5/90	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
Argentina	247 262	11/30/94	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
Australia	617031	2/6/90	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
Brazil	P1 9000514.7	2/6/90	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
Canada	2009152	7/12/94	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
China	90100588.6		MODULAR SPORTS TILE WITH LATERAL ABSORPTION
EPO	0382119	7/14/93	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
Israel	93338	2/9/90	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
Japan	2,539,276	7/8/96	MODULAR SPORTS TILE WITH LATERAL ABSORPTION

COUNTRY	PATENT/ SERIAL #	DATE	PATENT TITLE
Korea	75,841	4/29/94	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
Mexico	171470	10/29/93	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
New Zealand	232395	2/7/90	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
Russia	2015274	6/30/94	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
South Africa	9010868	2/6/90	MODULAR SPORTS TILE WITH LATERAL ABSORPTION
Taiwan	68268		MODULAR SPORTS TILE WITH LATERAL ABSORPTION
United States	5,787,654	8/4/98	ISOGRID TILE
United States	5,992,106	11/30/99	HEXAGON TILE WITH EQUILATERAL REINFORCEMENT
PCT	W0/0008273	02/17/02	HEXAGON TILE WITH EQUILATERAL REINFORCEMENT
PCT	PCT/US00/1 13915	5/19/00	APPARATUS AND METHOD FOR SURFACING/RESURFACING MODULAR FLOOR ASSEMBLIES
United States	09/603,085	6/26/00	METHOD AND APPARATUS FOR COATING A FLOOR TILE

COUNTRY	PATENT/ SERIAL #	DATE	PATENT TITLE
United States	5,713,806	2/3/98	BACKBOARD PAD
United States	5,527,128	6/18/96	GROUND COVERING
United States	5,833,386	11/10/98	MODULAR ROLL-OUT PORTABLE FLOOR AND WALKWAY
United States	6,032,428	3/7/00	MODULAR ROLL-OUT PORTABLE FLOOR FOR ICE SURFACES
United States	5,761,867	06/09/98	TILE SUPPORT INSERT
United States	09/975715	10/10/01	FLOOR TILE COATING SYSTEM
United States	10/437,276	05/12/03	FLOOR TILE COATING METHOD AND SYSTEM
United States	05/09/03	10/466,449	FOLDABLE INTERLOCKING TILE
United States	D481138	10/21/03	INTERLOCKING TILE FOR ICE SURFACES
Russia	2003500082	1/16/03	INTERLOCKING TILED FOR ICE SURFACES
United States	60/482,104	06/24/03	ARCH RIBBED TILE