

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 8/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
 Line Drive Sports, Inc.
 Pasquale M. Vitale

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

2. Name and address of receiving party(ies)
 Name: Little Kids, Inc.
 Internal Address: _____
 Street Address: 225 Chapman Street, Suite 202
 City: Providence
 State: Rhode Island
 Country: US Zip: 02905

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

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) April 20, 2005

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
 B. Patent No.(s)
5,280,906

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Richard D. Zimmerman
 Internal Address: _____
 Street Address: Chace Ruttenberg & Freedman, LLP
One Park Row, Suite 300
 City: Providence
 State: Rhode Island Zip: 02903
 Phone Number: 401-453-6400
 Fax Number: 401-453-6411
 Email Address: zimmerman@crflp.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 4194
 Expiration Date 03/08

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Richard D. Zimmerman Signature April 22, 2005 Date

Richard D. Zimmerman
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 5280906

ASSIGNMENT

WHEREAS, Pasquale M. Vitale of 76 Windsor Road, Medford, Massachusetts 02155 (the "Inventor"), invented and obtained U.S. Patent No. 5,280,906 dated January 25, 1994 and titled "Performance Game Ball" (the "Patent"), for certain new and useful improvements for a game ball; and

WHEREAS, Inventor assigned all right, title and interest in and to the Patent to Line Drive Sports, Inc., a Massachusetts corporation with a business address of 6 Memory Lane, North Reading, Massachusetts 01861 ("Assignor"); and

WHEREAS, Assignor wishes to assign the Patent to Little Kids, Inc., a Rhode Island corporation (hereafter, together with any successors, legal representatives and assigns thereof, called "Assignee"); and

WHEREAS, Inventor wishes to assign to Assignee any rights he may have in and to the Patent; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said Patent,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. **Representation**. Assignor hereby warrants and represents to Assignee that Assignor is the sole owner of all right, title, and interest in and to the Patent and has not assigned, licensed, or otherwise granted any rights in and to the Patent to any third party or parties.
2. **Assignment by Assignor**. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to said Patent, and any application and all divisions, substitutions, continuations and continuation-in-part thereof, including without limitation, all United States Letters Patents which may be granted or claim priority thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property and other patent treaties for every member country, and all rights to sue for infringement of the Patent; the same to be held and enjoyed by the Assignee for its own use and behoof, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made, and Assignor hereby authorizes and requests the United States Commissioner for Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this Assignment.
3. **Assignment by Inventor**. Inventor does hereby sell, assign, transfer and set over to Assignee the entirety of any right, title and interest he may have, in and to said Patent, and any application and all divisions, substitutions, continuations and continuation-in-

part thereof, including without limitation, all United States Letters Patents which may be granted or claim priority thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property and other patent treaties for every member country, and all rights to sue for infringement of the Patent; the same to be held and enjoyed by the Assignee for its own use and behoof, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by Inventor had this Assignment not been made, and Inventor hereby authorizes and requests the United States Commissioner for Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this Assignment.

4. Further Assurances. Assignor and the Inventor covenant and agree that it and he will communicate to Assignee any facts known to it or him respecting the Patent, testify in any legal proceeding, sign all lawful papers, execute all original, divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths, and generally take reasonable action requested by Assignee to aid Assignee in enforcing the Patent.

20 IN WITNESS WHEREOF, the undersigned have executed this Assignment on the day of April, 2005.

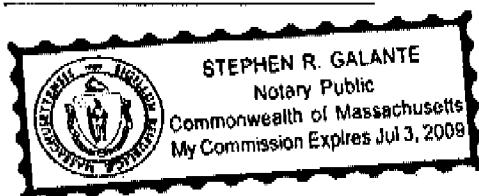
Pasquale M. Vitale
 Pasquale M. Vitale, Individually

LINE DRIVE SPORTS, INC.
 By *Pasquale M. Vitale*
 Pasquale M. Vitale, President

COMMONWEALTH OF MASSACHUSETTS
 COUNTY OF MIDDLESEX

On APRIL 20, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Pasquale M. Vitale, President of Line Drive Sports, Inc., proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license no. S16015231 to be the person whose name is signed on the preceding document in his said capacity, and acknowledged to me that he signed it voluntarily for its stated purpose as the said president.

[Signature]
 Notary Public
 My commission expires: 7-3-2009



COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On APRIL 20, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Pasquale M. Vitale, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license no. 516019291 to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My commission expires:

7-3-2009

