

03-09-2005

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U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Tab settings 000

Patent and Trademark Office



To the Honorable Commissioner of Patents and Trademarks 102955724

3 attached original documents or copy thereof.

1. Name of conveying party(ies):

Paul R. MathewsonAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: **February 14, 2005**

2. Name and address of receiving party(ies)

Name: **Qquirrh Sports Technology, Inc.**Address: **7726 N. Buckboard Drive****Park City, Utah 84098**Additional Name(s) & address(es) attached? ☐ Yes ☒ No

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)

5,597,577**5,785,980**Additional numbers attached? ☐ Yes ☒ No7:03 MAR -7 PM 12:36
OPR/FINANCE

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

Name: **Julie K. Morriss**

Internal Address:

MORRISS O'BRYANT COMPAGNI, P.C.Street Address: **136 South Main Street, Suite 700**City: **Salt Lake City** State: **Utah** ZIP: **84101**6. Total number of applications and patents involved: **2**7. Total fee (37 CFR 3.41) \$ **\$80**☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0881 (Deficiencies Only)

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

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.***Julie K. Morriss**

Name of Person Signing

Signature

3-2-05

Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/08/2005 ECOOPER 00000173 5597577

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PATENT
REEL: 016323 FRAME: 0580

ASSIGNMENT

WHEREAS, Paul R. Mathewson (hereinafter referred to as "ASSIGNOR"), an individual residing in Park City, Utah and being a citizen of the United States, is desirous of transferring all right, title and interest in and to the patents and the inventions described in the following United States Patents, hereinafter referred to as "PATENT RIGHTS:"

PATENTS

TITLE	PATENT NO.	ISSUE DATE
Water Hydratable Gel-Filled Textile Wrap	5,597,577	1/28/1997
Water Hydratable Gel-Filled Tubular Material Envelop	5,785,980	7/28/1998

WHEREAS, OQUIRRH SPORTS TECHNOLOGY, INC. (hereinafter referred to as "ASSIGNEE"), a Utah corporation, having a principal place of business at 7726 N. Buckboard Drive, Park City, Utah 84098, United States of America, is desirous of acquiring all right, title and interest in, to and under the PATENT RIGHTS and the inventions covered thereby;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to ASSIGNOR, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, by these presents, does hereby sell, assign, transfer and set over unto said ASSIGNEE all right, title and interest in and to the PATENT RIGHTS, including all divisionals, continuations, continuations-in-part and substitutions thereof, including all reissues, and reexaminations thereof, for the United States, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of

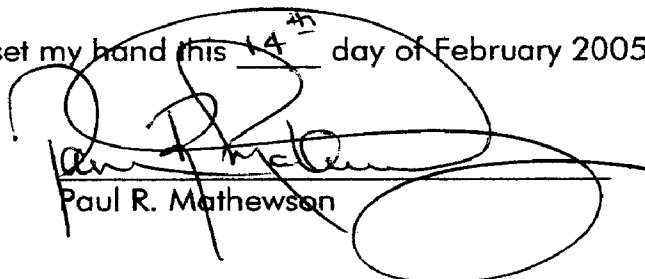
the term or terms for which the PATENT RIGHTS are or may be granted or reissued, as fully and entirely as if the same would have been held and enjoyed by ASSIGNOR if this Assignment and sale had not been made.

The ASSIGNOR warrants and covenants that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the PATENT RIGHTS and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned. When requested by and at the expense of the ASSIGNEE, the ASSIGNOR covenants to carry out in good faith the intent and purpose of this Agreement, to execute all provisional, non-provisional, divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the PATENT RIGHTS; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for the PATENT RIGHTS.

The ASSIGNOR hereby agrees and acknowledges that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of the undersigned ASSIGNOR and extend to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNOR hereby authorizes the Commissioner of Patents of the United States Patent and Trademark Office to issue and/or record ownership of the PATENT RIGHTS to ASSIGNEE in accordance with the terms of this instrument.

IN TESTIMONY WHEREOF, I hereby set my hand this 14th day of February 2005.


Paul R. Mathewson

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

Before me personally appeared Paul R. Mathewson and acknowledged the foregoing instrument to be his free act and deed this 14th day of February 2005.

Julie K. Morris
Notary Public

