

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨⇨⇨

03-16-2005



102959976

To the Honorable Commissioner of Pat

ched original documents or copy thereof.

1. Name of conveying party(ies):

Cami Acquisition Sub, LLC

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

2. Name and address of receiving party(ies)

Name: Miken Sports, LLC

Internal Address

Street Address: 415 East South Street

City: Caledonia ST: Minnesota ZIP 55921

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

3. Nature of conveyance:

Change of Name

Execution Date: November 17, 2004

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

A. Patent Application No.(s): 09/883,790

B. Patent No.(s): 5,811,041

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: 9

7. Total fee (37 CFR 3.41):..... \$360.00

The fee is enclosed

8. Deposit account number:

23-0035

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

25 MAR 14 AM 8:19
OPR/FINANCE

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

March 8, 2005

Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents, Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

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PAGE 1 OF 2 OF
RECORDATION FORM COVER SHEET - NAME CHANGE

PATENT
REEL: 016353 FRAME: 0422

ADDITIONAL ENTRIES FOR ITEM NO. 4

4. Additional Application number(s) :

A. Patent Application No.:	09/120,273	(No. 3 on attached EXHIBIT A)
CIP - Patent Application No.:	10/438,196	(No. 4 on attached EXHIBIT A)
DIV - Patent Application No.:	10/844,476	(No. 5 on attached EXHIBIT A)
Provisional Patent Application No.:	60/470,540	(No. 6 on attached EXHIBIT A)
Divisional Patent Application No.:	NOT YET ASSIGNED	
		(No. 7 on attached EXHIBIT A)
	Filed:	9/27/2004
	Inventor:	Matthew Vacek et al.
	Title:	"Composite Softball Bat With Inner Sleeve"
Continuation Patent Application No.:	NOT YET ASSIGNED	
		(No. 8 on attached EXHIBIT A)
	Filed:	9/28/2004
	Inventor:	Matthew Vacek
	Title:	"Testing Apparatus and Method For Composite Articles"
Provisional Patent Application No.:	60/263,020	(No. 9 on attached EXHIBIT A)

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is entered into as of November 10, 2004 by and among Cami Acquisition Sub, LLC, a Delaware limited liability company and indirect wholly-owned subsidiary of Parent ("Assignee"), and Miken Composites, LLC, a Wisconsin limited liability company ("Assignor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Parent, Assignee, Assignor and George B. Griffith entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement") of even date herewith; and

WHEREAS, pursuant to Section 2.1(c) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to (a) all letters patent of the United States or of any other country, all registrations and recordings thereof and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or territory thereof or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof that constitute Intellectual Property, including without limitation, the patents and applications listed on Exhibit A attached hereto and incorporated herein (collectively, the "Patents").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement and the Ancillary Agreements, Assignor hereby agrees as follows:

1. Grant. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's rights, title and interest in and to the Patents, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment and will not

knowingly take any action that would create any such obligation or restriction. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Patents and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Asset Purchase Agreement. This Assignment is made subject to the representations and warranties of Seller and Griffith contained in the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to Seller's and Griffith's representations, warranties, covenants, agreements and indemnities (including the limitations thereon) relating to the Transferred Assets, Assumed Liabilities and other matters, are incorporated herein by this reference. Seller and Griffith acknowledge and agree that the representations, warranties, covenants, agreements and indemnities (including the limitations thereon) contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.


6. Counterparts. This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature pages to follow]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

**MIKEN COMPOSITES, LLC, a Wisconsin
limited liability company**

By: 
Name: George B. Griffith
Its: CEO

ASSIGNEE:

**CAMI ACQUISITION SUB, LLC, a Delaware
limited liability company**

By: _____
Name: _____
Its: _____

Signature Page to Patent Assignment

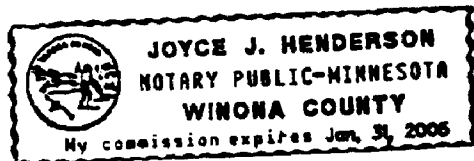
Acknowledgement by Notary Public

State of Minnesota

County of Winona

On this 10th day of November, 2004, before me, the undersigned Notary Public, personally appeared George B. Griffith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:



Signature: Joyce Henderson

Name: Joyce J. Henderson, Notary Public

Acknowledgement by Notary Public

State of _____

County of _____

On this _____ day of _____, 2004, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: _____

Name: _____, Notary Public

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.


ASSIGNOR:

**MIKEN COMPOSITES, LLC, a Wisconsin
limited liability company**

By: _____
Name: _____
Its: _____

ASSIGNEE:

**CAMI ACQUISITION SUB, LLC, a Delaware
limited liability company**

By:  _____
Name: Monte H. Baier
Its: VP and General Counsel

Signature Page to Patent Assignment

Acknowledgement by Notary Public

State of California

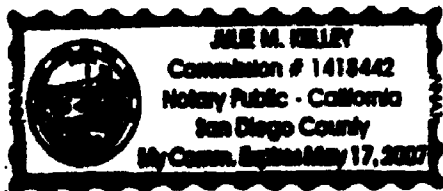
County of San Diego

On this 8th day of November, 2004, before me, the undersigned
Notary Public, personally appeared Monte Bajer, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: Julie M. Kelley

Name: Julie M. Kelley, Notary Public



Acknowledgement by Notary Public

State of _____

County of _____

On this _____ day of _____, 2004, before me, the undersigned
Notary Public, personally appeared _____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: _____

Name: _____, Notary Public

EXHIBIT A

1	Method and Apparatus for Vacuum Transfer Molding	08/910,100	Mike Snow	5,811,041	08/13/97	Patent issued on 09/22/1998.	Method and apparatus for manufacturing void free products using vacuum transfer molding. The method comprises evacuating gas from a preheated resin mixture in an injection accumulator assembly before injection into a mold. The apparatus includes a fixed upper platen assembly and a movable lower platen assembly. The platen assemblies include a sandwich of a press plate, an insulating fiber board and an internally heated platen. Molding hollow baseball bat, golf club, arch bow riser, vehicle fender, drum stick for a drummer and motorcycle fairings are covered by this patent.
2	Composite Softball Bat	09/883,790	Matthew Vacek et al.	Patent Pending	06/18/01	Filed Reply Brief to Examiner's Answer (based on original filing of Appeal Brief) on 09/08/2004.	A softball bat made entirely of composite materials. The main portion of the bat includes a substantially tubular hitting surface and a handle. A composite sleeve is positioned within the hitting surface. The hitting surface is made from a first set of fibers and resin and the sleeve is made of a second set of fibers and resin. The stiffness of the sleeve is approximately 3 times the stiffness of the bat.

3	Ball Bat	09/120,273	Michael L. Snow	Patent Pending	07/22/98	Petition to revive abandonment has been granted; Request for Continued Examination of filed and prosecution of application continues.	A ball bat, wherein the main portion of the bat includes a barrel, a taper and a handle portion. The body of the bat is made of composite materials. A metallic sleeve is press-fit along the inside of the barrel and a flexible end cap is mounted within the end of the barrel.
4	Composite Softball Bat with Inner Sleeve	10/438,196 (continuation-in-part of original application no. 09/883,790)	Matthew Vacek et al.	Patent Pending	05/14/03	Response to Office Action filed 5/11/2004; Information Disclosure Statement filed 8/27/2004.	A softball bat made entirely of composite materials. The main portion of the bat includes a substantially tubular hitting surface and a handle. A double wall composite sleeve is positioned within the hitting surface. The hitting surface is made from a first set of fibers and resin and the sleeve is made of a second set of fibers and resin. The stiffness of the sleeve is approximately 3 times the stiffness of the bat. Methods of manufacturing and testing the bat is also covered.
5	Composite Softball Bat with Inner Sleeve	10/844,476 (Divisional application no.); Continuation-In-Part application no. 10/438,196 of the original application no. 09/883,790 above	Matthew Vacek et al.	Patent Pending	05/12/04	Petition for Express Abandonment filed 9/28/2004; Decision to Dismiss Petition issued on 9/29/2004 (therefore, application will publish 10/15/2004).	A softball bat made entirely of composite materials. The main portion of the bat includes a substantially tubular hitting surface and a handle. A double wall composite sleeve is positioned within the hitting surface. The hitting surface is made from a first set of fibers and resin and the sleeve is made of a second set of fibers and resin. The stiffness of the sleeve is approximately 3 times the stiffness of the bat. Methods of

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							manufacturing and testing the bat is also covered.
6	Testing Apparatus and Method for Composite Articles	60/470,540 (provisional application no.); 10/842,833 (Non-provisional application no.)	Matthew Vacek	Patent Pending	05/14/03	Provisional application filed 5/14/2003; Non-provisional application based on 5/11/2004; Petition for Express Abandonment filed 9/28/2004.	Method and apparatus for flexibility testing composite ball bats are covered here.
7	Composite Softball Bat with Inner Sleeve	Not yet assigned	Matthew Vacek et al.	Patent Pending	9/27/2004	Divisional Application filed, based on Patent Application No. 10/438,196).	Method of forming a softball bat made entirely of composite materials. The main portion of the bat includes a substantially tubular hitting surface and a handle. A double wall composite sleeve is positioned within the hitting surface. The hitting surface is made of a second set of fibers and resin. The stiffness of the sleeve is approximately 3 times the stiffness of the bat. Methods of manufacturing and testing the bat is also covered.
8	Testing Apparatus and Method for Composite Articles	Not yet assigned	Matthew Vacek	Patent Pending	9/28/2004	Continuation application filed, based on Patent Application No. 10/842,833)	Method and apparatus for flexibility testing composite ball bats are covered here.

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9.	Composite Softball Bat	60/263,020	Miken Snow and Matt Vacek	1/19/01	Expired provisional application	
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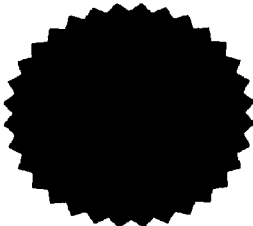
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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CAMI ACQUISITION SUB, LLC", CHANGING ITS NAME FROM "CAMI ACQUISITION SUB, LLC" TO "MIKEN SPORTS, LLC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF NOVEMBER, A.D. 2004, AT 3:15 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3485398

3837958 8100

040830072

DATE: 11-18-04

**PATENT
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**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
CAMI ACQUISITION SUB, LLC**

Julie Yi hereby certifies that:

FIRST: She is an authorized person of Cami Acquisition Sub, LLC, a Delaware limited liability company (the "LLC").

SECOND: The date of filing of the LLC's original Certificate of Formation with the Secretary of State of Delaware was August 3, 2004.

THIRD: Article First of the Certificate of Formation of this LLC is hereby amended to read in its entirety as follows:

"The name of the limited liability company formed hereby is

Miken Sports, LLC."

FOURTH: This action is taken pursuant to Section 18-202 of the Delaware Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Certificate of Formation on the 17th day of November, 2004.


Julie Yi, Authorized Person

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Delaware

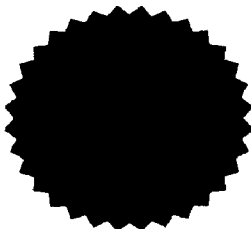
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "CAMI ACQUISITION SUB, LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "MIKEN SPORTS, LLC", THE SEVENTEENTH DAY OF NOVEMBER, A.D. 2004, AT 3:15 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CAMI ACQUISITION SUB, LLC" WAS FORMED ON THE THIRD DAY OF AUGUST, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3485540

DATE: 11-18-04

3837958 8320

040832150

RECORDED: 03/14/2005

PATENT
REEL: 016353 FRAME: 0436