OMB No. 0651-0027 (exp. 6/30/2008)	
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.	
	2. Name and address of receiving party(ies)
1. Name of conveying party(ies) All Sports Training Resources, Inc.; Larry A. Gildea and Gregg R. Beaudette	Name: Pro Performance Sports, LLC
	Internal Address:
	THE PROPERTY OF THE PROPERTY O
Additional name(s) of conveying party(les) attached? Yes No	and the state of t
3. Nature of conveyance/Execution Date(s):	Street Address: 12310 World Trade Drive, Suite 108
Execution Date(s) June 30, 2004	
	City: San Diego
	Otal California
Joint Research Agreement	State: California
Government Interest Assignment	Country: USA Zip: 92128
Executive Order 9424, Confirmatory License	Additional newsorks & addresser(as) attended 2 To Van Mila
☐ Other Additional name(s) & address(es) attached? ☐ Yes ☑ No 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) 5,772,542 attached? Yes No
5. Name and address to whom correspondence	6. Total number of applications and patents
concerning document should be mailed:	Involved: 1
Name; John L. Haller	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
Internal Address: Gordon & Rees LLP	Authorized to be charged by credit card
	☑ Authorized to be charged to deposit account
Street Address: 101 West Broadway, Ste 1600	Enclosed
	☐ None required (government interest not affecting title)
City: San Diego	8. Payment Information
State: California Zip: 92101	a. Credit Card Last 4 Numbers
Phone Number: 619 696-6700	Expiration Date
Fax Number: 619 696-7124	b. Deposit Account Number 501990
Email Address:	Authorized User Name Gordon & Rees LLP
9. Signature: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
Signature	Date
John L. Haller Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:

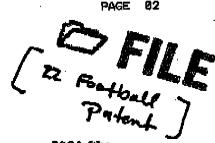
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

05/29/2004 15:22 2699830339

State of States

PATENT ASSIGNMENT



THIS PATENT ASSIGNMENT ("Agreement) is made as of June ____, 2004 (the "Effective Date") by and between, on the one hand, ALL SPORTS TRAINING RESOURCES, INC., a Michigan corporation ("AST"), LARRY A. GILDEA, an individual ("Gildea"), and GREGGR. BEAUDETTE, an individual ("Beaudette"), and, on the other hand, PRO PERFORMANCE SPORTS, LLC, a California limited liability company with its principal place of business at 12310 World Trade Drive, Suits 108, San Diego, CA 92128 ("Assignee"). AST, Gildes and Beaudette shall sometimes hereinafter be collectively called "Assigners." Assignors and Assignee agree as follows:

- 1. FACT RECITALS. This Agreement is made with reference to the following facts:
- a. Assignors have invented a octain new and useful invention (the "Invention") and Assignors hold a patent related thereto (patent number 5,772,542, dated June 30, 1998), both of which are described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Patent"); and
- b. Assignee, wishes to acquire the entire rights, title, and interest in the Invention and the Patent:
- Assignee all rights, title, and interest (including, but not limited to, the patent claims, all rights to prepare derivative works, the right of action to recover damages for past infringement of the Patent, all improvements thereon or variations thereof, any division, continuation or continuation-in-partitiescof, any Letters Patent of the United States which may be issued for said Invention or improvements or any of the reissues, renewals and extensions thereof, all applications for Letters of Patent filed in foreign countries for said Invention or improvements, including all priority rights under the Paris Convention, and in all Letters Patent which may be granted in foreign countries therefor, as well as in any extensions and renewals thereof, and all goodwill and all other rights), in and to the Patent and the Invention aforesaid, the same to be held and enjoyed by said Assignee for its own use and behalf, and for its legal representatives and assigns, 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 and sale not been made.
- 3. <u>CONSIDERATION</u>. In consideration for the assignment set forth in Section 2, Assignee shall pay Assignor, by delivering the sum of Fifteen Thousand Dollars (\$15,000.00) in the form of a cashier check payable to Gidea and Beaudette only concurrently with the mutual execution of this Agreement.

zjeropskdom/promomeign/(effieperse). Laced

To-gordon & rees 5 19648T E €199 002

06/28/2004 15:22 2699830339

PAGE 23

- 4. REPRESENTATIONS AND WARRANTIES. Assignors, jointly and severally, represent and warrant to Assignee.
 - Assignors have the right, power and authority to enter into this Agreement;
- b. Assignors are the exclusive owners of all right, title and interest, including all intellectual property rights, in the Invention and the Patent;
- c. The Invention and Patent are free of any liens, security interests, engumbrances or licenses;
- d. The Invention and Patent have not and do not infringe the rights of any person or entity, to the Assignors knowledge;
- e. There are no claims, psuding or threatened, with respect to Assignors' rights in the Invention and Patent, to the Assignors knowledge;
- £ This Agreement is valid, binding and enforceable in accordance with its terms; and
- g. Assignors are not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

5. <u>DELETED BY ASSIG</u>NOR

- 6. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersede any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- 7. AMENDMENT. This Agreement may be amended only by a writing signed by the parties.
- 8. SEVERABILITY. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unanforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 9. AGREEMENT TO PERFORM NECESSARY ACTS. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

....

06/28/2004 15:22 2699830339

PAGE 04

- 10. GOVERNING LAW. This Agreement shall be governed under the laws of the State of California, without regard to conflicts of law, and jurisdiction shall lie in a court of competent jurisdiction in San Diego County, California.
- 11. <u>COUNTERPARTS</u>. This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

Assignor:

ALL SPORTS TRAINING RESOURCES, INC.,

By: _______ARRY A.C

7/4/07

ARE EXPENDENT

Bru R. B.

Gregg R. Beaudette

Assigneo:

PRO PERFORMANCE SPORTS, LLC.

a California limited Hability company

By: Thomas Quinn, President

Plantal Control and College and American

#065 P. 005/UU/

PAGE 05

26/28/2004 15:22 2699830339

22 2699830339

STATE OF MICHIGA! , before mo, Notary Public in and for said County and State, personally appeared LARRY A. GILDEA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my head and official soal. Kapen Stowell NOTARY PUBLIC - MICHIGAN KALAMAZOO COUNTY RY COMMISSION EXPINSE-DECEMBER 14. 8897 STATE OF MICHIGAN COUNTY OF 714 2004 bofore me, _ Notary Public in and for said County and State, personally appeared GREGG R. BEAUDETTE. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official soal

KAREN STOWECL
NOTARY PUBLIC - MICHIGAN
KALAMAZOO COUNTY
MY COMMISSION SUPPLIES - 2007

Notary Public

zielpro/dousipatora.aurigo.(a@poegg.).agsd

From:

09/02/2008 19:08

#086 P. 007/007

B5/28/2004 15:22

269983Ø339

PAGE 07

The Invention:

Tether for a ball

The Patent Patent #:

5,772,542

Country of Patent:

United States of America

Date of Putent:

June 30, 1998

Exhibit "A" to Patent Assignment

From-

To-gordon & rees 6 PRTER 807

REEL: 017314 FRAME: 0447