

**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)

All Sports Training Resources, Inc.; Larry A. Gildea
and Gregg R. Beaudette

2. Name and address of receiving party(ies)

Name: Pro Performance Sports, LLC

Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 30, 2004

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 12310 World Trade Drive, Suite 108

City: San Diego

State: California

Country: USA Zip: 92128

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

Additional numbers attached? ☐ Yes ☒ No

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

Name: John L. Haller

Internal Address: Gordon & Rees LLP

Street Address: 101 West Broadway, Ste 1600

City: San Diego

State: California Zip: 92101

Phone Number: 619 696-6700

Fax Number: 619 696-7124

Email Address: _____

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 _____

Expiration Date _____

b. Deposit Account Number 501990

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:

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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 GREGG R. 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, Suite 108, San Diego, CA 92128 ("Assignee"). AST, Gildea and Beaudette shall sometimes hereinafter be collectively called "Assignors." Assignors and Assignee agree as follows:

1. **PREAMBLE.** This Agreement is made with reference to the following facts:

a. Assignors have invented a certain 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;

2. **ASSIGNMENT.** Assignors hereby irrevocably sell, assign and transfer to 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-part thereof, 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. **CONSIDERATION.** 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 Gildea and Beaudette only concurrently with the mutual execution of this Agreement.

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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.

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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. **COUNTERPARTS.** 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:

ALLSPORTS TRAINING RESOURCES, INC.,

By:  LARRY A. GILDEAIts: PRESIDENT
LARRY A. GILDEA
GREGG R. BEAUDETTE

Assignee:

PRO PERFORMANCE SPORTS, LLC,
a California limited liability companyBy:  7/6/04

Thomas Quinn, President

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STATE OF MICHIGAN

COUNTY OF Kalamazoo } ss.

On July 7 2004, before me, Karen Stowell, a 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(ies), 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 seal.

Karen Stowell
Notary Public



STATE OF MICHIGAN

COUNTY OF Kalamazoo } ss.

On July 7th 2004, before me, Karen Stowell, a 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(ies), 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 seal.

Karen Stowell
Notary Public



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