

03-23-2006

PATENT RECORDATION
COVER SHEETAttorney Docket No.
H61.12-0005

To the Director of the U.S. Patent and Trademark Office: Please record this document or copy thereof.

103202928

1. Name of conveying party(ies):

- (1) Stephen R. Winchester
(2)
(3)

3-16.06

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

2. Name and address of receiving party(ies):

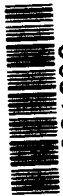
Name: Hyper Products, Inc.

Internal Address: _____

Street Address: 326 Broadway Avenue SouthCity Wayzata State MN ZIP 55391

112935 U.S. PTO

11/377739



031606

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

3. Nature of Conveyance:

- ☒ Assignment [] Merger
[] Security Agreement
[] Change of Name [] Other _____

Execution Date: March 11, 2006

4A. Application No.(s):

If this document is being filed together with a new application, the execution date(s) of the Declaration of the application is: March 11, 2006

Additional numbers attached? [] Yes [X] No

4B. Patent No.(s)

Additional numbers attached?

[] Yes [X] No

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

Name: Z. Peter Sawicki
Street Address: Westman, Champlin & Kelly, P.A.
Suite 1400
International Centre
900 Second Avenue South
City: Minneapolis State: MN ZIP 55402

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41):.....\$ 40.00

8. Method of Payment

- ☒ Enclosed
☒ The Director is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 23-1123.

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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.

Z. Peter Sawicki

Name of Person Signing

Signature

March 16, 2006

Date

Total number of pages submitted: [2]

PATENT
REEL: 017650 FRAME: 0908

ASSIGNMENT

Attorney Docket No.

H61.12-0005

WHEREAS, I, Stephen R. Winchester of Seattle, Washington, USA, have invented certain new and useful improvements as described in an application entitled BALL THROWING DEVICE, for Letters Patent of the United States, the application having been executed on even date herewith, and/or being identifiable in the United States Patent and Trademark Office by Application No. _____, filed _____; and

WHEREAS, Hyper Products, Inc., a corporation organized and existing under the laws of the State of Minnesota, and having offices at 326 Broadway Avenue South, Wayzata, Minnesota 55391, USA, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the invention, the application, and any and all Letters Patent or similar legal protection, foreign or domestic, to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I transfer to Assignee, its successors and assigns, my entire right, title and interest in and to the invention, the above-identified application, Provisional Application No. 60/662,630, filed March 16, 2005, corresponding domestic and foreign applications, all Letters Patent or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and I authorize the Director of the United States Patent and Trademark Office or foreign equivalent thereof to issue the Letters Patent or similar legal protection to the Assignee.

I authorize the Assignee, its successors and assigns, to insert in this instrument the filing date and application number when ascertained.

I authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries.

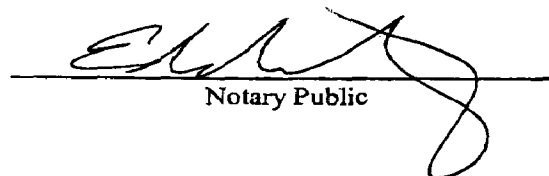
I represent to the Assignee, its successors and assigns, that I have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. I, my executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in any and all countries.


Stephen R. Winchester

STATE OF WASHINGTON)
COUNTY OF King) ss.

Subscribed and sworn to before me, a Notary Public, this 11th day of March, 2006




Notary Public

RECORDED: 03/16/2006

PATENT
REEL: 017650 FRAME: 0909