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ison Hecker LLP	<ul> <li>Enclosed</li> <li>Authorized to be charged to deposit account</li> <li>8. Deposit account number:</li> </ul>
Suite 2800	19-4409 (Attach duplicate copy of this page if paying by deposit accoun
ouri Zip: 64106-2150	
Signature	April 28, 200 Date
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REEL: 017826 FRAME: 0691

## **ASSIGNMENT AGREEMENT**

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Priority Designs, Inc., a corporation created and existing under and by virtue of the laws of the State of Ohio and having a principal place of business at 501 Morrison Road, Columbus, Ohio 43230 (hereinafter "Assignor") hereby assigns, transfers, and conveys to Rawlings Sporting Goods Company, Inc., a corporation created and existing under and by virtue of the laws of the State of Delaware and having a principal place of business at 510 Maryville University Drive, Suite 110, St. Louis, Missouri 63141, its successors, legal representatives, and assigns (hereinafter "Assignee"), the Assignor's entire right, title, and interest in and to the design for a BATTER'S HELMET (DESIGN II), as depicted in the drawings attached hereto; in and to the application filed herewith based thereon; in and to all patents to be issued pursuant to said application and any divisionals, continuations, continuations in part, extensions, renewals, and reissues thereof; and in and to all applications for patents or similar legal protection which may hereafter be filed for said invention in any country, all patents or similar legal protection which may be granted for said invention in any country and all extensions, renewals and reissues thereof or legal equivalent thereof.

Assignor hereby authorizes and requests the Director of Patents and Trademarks of the United States, and any official of any other country whose duty it is to issue patents or similar legal protection on said applications, to issue patents or similar legal protection for said invention to Assignee, the same to be held by Assignee for its own use and benefit, to the full end of the term for which said patents or similar legal protection are or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor hereby further agrees, upon the request of Assignee, to execute any and all applications for divisionals, continuations and/or continuations in part for said invention or

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## PATENT REEL: 017826 FRAME: 0692

improvements and any supplemental oath or declaration relating thereto, and any applications for the reissue or extension of any patent that may be granted upon said applications that Assignee may deem necessary or expedient. Assignor further agrees that in the event any said application, or patent issued thereon, becomes involved in an interference, upon request of Assignee, Assignor will cooperate to the best of its ability with Assignee in preparing the preliminary statement and giving and producing evidence in support thereof. Assignors hereby agrees to perform, upon such request, any and all affirmative acts to obtain said patents or similar legal protection, and vest all rights therein in Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor hereby covenants and warrants that as of the date hereof it is a true and lawful inventor of said invention, that it has the full right and power to convey its entire, right, title and interest in said invention, applications, and patents which may issue pursuant thereto, that the same are free and clear of all liens, charges and encumbrances whatsoever, and that it has not executed and will not execute any agreement in conflict herewith.

WITNESS my hand and seal this  $\frac{2\eta^{th}}{day}$  of  $\frac{April}{April}$ , 2006.

PRIORITY DESIGNS, INC. Name: Title: PA

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## ACKNOWLEDGMENT

STATE OF Otho ) ) SS COUNTY OF LICKIMS )

On this **2**7<sup>14</sup>day of **NPW**, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kevin J. Vititoe, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public

(SEAL)

My Commission Expires:

HERMAN E. JONES NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES AUGUST 2, 2027

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