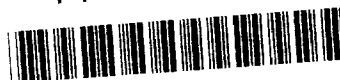


RECORDATION FORM
PATENTS



11-02-2006

103331010

To the Director of the U.S. Patent and Trademark Office: Please record

1. Name of conveying party(ies)

Mark E. Nutter, Robert A. Maron, and Jacob Nutter

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

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

Execution Date(s) October 30, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Nutter Sports, L.L.C.

Internal Address: _____

Street Address: 3356 National Road, S.W.

City: Hebron

State: Ohio

Country: U.S.A. Zip: 43025

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)

11/033,507

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Richard C. Litman, Litman Law Offices, Ltd.

Internal Address: (Docket No. 24189.00)

Street Address: P.O. Box 15035

City: Arlington

State: Virginia Zip: 22215-0035

Phone Number: 703-486-1000

Fax Number: 703-486-7000

Email Address: litmar@4patent.com

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 _____
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9. Signature:

Dolph H. Torrence
Signature

October 30, 2006
Date

Dolph H. Torrence, Registration No. 34,501

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
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Attorney's Dkt. # 24189.00

ASSIGNMENT

This Assignment is made by the three individuals MARK E. NUTTER, ROBERT A. MARON and JACOB NUTTER (together "Assignors") to NUTTER SPORTS, L.L.C., an Ohio limited liability company ("Assignee").

This Assignment is made with reference to the following facts:

A. Assignors are the sole inventors and sole owners of U.S. Patent Application Serial No. 11/033,507 for an invention titled WARM-UP BAT ("Patent Application").

B. Assignors desire to transfer and convey to Assignee, and Assignee desires to receive and acquire from Assignors, the entirety of Assignors' right, title, and interest in and to the Patent Application and to any and all patent applications related thereto or patents issuing from any such patent applications.

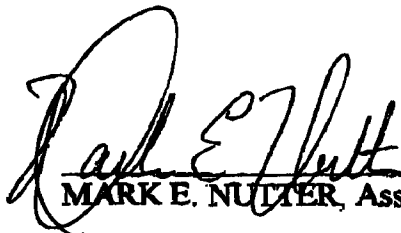
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignors, Assignors do hereby and herewith assign, transfer, sell, and convey to Assignee all of Assignors' right, title, and interest in and to the Patent Application and to any and all patent applications related thereto and any patents issuing from the Patent Application or any such related patent applications, and to any and all continuations, continuations-in-part and divisions of the Patent Application and any related patent application, and to the invention shown and described in the Patent Application, together with any and all reissues of any or all patents issuing from any of the foregoing patent applications, all to have and to hold for the sole and exclusive use and benefit of Assignee, its successors and assigns, to the full end of the term or terms of any and all such issuing patents, to be held and enjoyed by Assignee (and by Assignee's successors and assigns) to the end of the term or terms for which all or any of the said issuing patents are granted or reissued, and any extensions thereof, as fully and entirely as same would have been held and enjoyed by Assignors if this assignment had not been made, together with all claims for damages and profits by reason of past infringement of all or any of said issuing patents, with the right to sue for and collect same for Assignee's own use (and for the use of Assignee's successors and assigns).

Assignors covenant and agree that they will at any time on request execute and deliver to Assignee any and all documents and papers as may be necessary or desirable to perfect in Assignee the interests herein conveyed, and further covenant and agree that they will communicate and cooperate with Assignee to the extent necessary for Assignee to have and enjoy to the fullest extent the interests herein conveyed.

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PATENT
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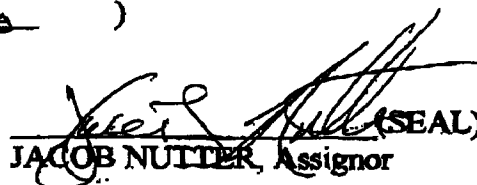
IN WITNESS WHEREOF, Assignors have hereunto set their hands and seals on the date below noted:

 (SEAL)
MARK E. NUTTER, Assignor

STATE OF Ohio
CITY/COUNTY OF Newark / Licking)

 (SEAL)
ROBERT A. MARON, Assignor

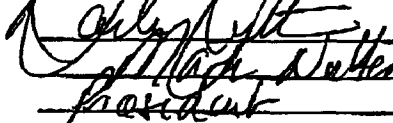
STATE OF OHIO
CITY/COUNTY OF Holman / Licking)

 (SEAL)
JACOB NUTTER, Assignor

STATE OF OHIO
CITY/COUNTY OF Newark / Licking)

NUTTER SPORTS, L.L.C., Assignee, by its undersigned duly authorized agent or representative, hereby and herewith accepts this assignment, effective as of the date below noted, with all rights and obligations pertaining thereto, to have and to hold for all lawful purposes to the fullest extent permitted by law.

NUTTER SPORTS, L.L.C.
Assignee

By:  (SEAL)
Printed Name: Mark E. Nutter
Title: President

STATE OF Ohio
CITY/COUNTY OF Newark / Licking)

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