

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Innovo International Limited	07/25/2005
<b>RECEIVING PARTY DATA</b>	
Name:	Ventura Corporation Limited
Street Address:	Alexandra Court, 27/29 Denmark Street
City:	Wokingham Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	RG40 2AY
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	6497421
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(415)435-0242
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4154350240
Email:	tfreiberger1@yahoo.com
Correspondent Name:	Thomas M. Freiburger
Address Line 1:	P.O. Box 1026
Address Line 4:	Tiburon, CALIFORNIA 94920
NAME OF SUBMITTER:	Thomas M. Freiburger
<b>Total Attachments: 7</b> source=3-14-2007_4-04-29 PM#page1.tif source=3-14-2007_4-04-29 PM#page2.tif source=3-14-2007_4-04-29 PM#page3.tif source=3-14-2007_4-04-29 PM#page4.tif source=3-14-2007_4-04-29 PM#page5.tif source=3-14-2007_4-04-29 PM#page6.tif source=3-14-2007_4-04-29 PM#page7.tif	

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**PATENT**

**500239431**

**REEL: 019009 FRAME: 0371**

DATED

25<sup>TH</sup> JULY 2005

*Lamb Bros*  
DATED 5 August 2005

ASSIGNMENT OF

INTELLECTUAL PROPERTY RIGHTS

between

INNOVO INTERNATIONAL LIMITED

and

VENTURA CORPORATION LIMITED

THIS ASSIGNMENT is dated 25<sup>th</sup> July 2005

#### PARTIES

- (1) **INNOVO INTERNATIONAL LIMITED** (Registered No. 02633047) whose registered office is at Alexandra Court 27/29 Denmark Street Wokingham Berkshire RG40 2AY (Assignor).
- (2) **VENTURA CORPORATION LIMITED** (formerly known as Pacer Leisure Limited (Company No. 01936846)) whose registered office is at Alexandra Court 27/29 Denmark Street Wokingham Berkshire RG40 2AY (Assignee).

#### BACKGROUND

- (A) This agreement is supplemental to a Hive Up Agreement dated 04/01/2003 and made between the Parties.
- (B) The Parties are part of the same group of companies the Assignee being the Assignor's parent company.
- (C) By virtue of the Hive up agreement the assignor agreed to transfer all its assets to the Assignee, including all Intellectual Property and by virtue of clause 11 of the Hive up agreement the parties agreed to enter into any such documentation to give effect to the transfer of the assets from the Assignor to the Assignee.
- (D) This agreement is a formal assignment of the Intellectual Property which formed part of the assets of the Assignor which were transferred to the Assignee by virtue of the Hive Up agreement.

#### AGREED TERMS

##### 1. DEFINITIONS

1.1 The following expressions shall have the following meanings:

- (a) "Intellectual Property" means all the Patents, Designs and Trademarks and all other worldwide intellectual property rights of any kind whether arising under statute, common law, treaty, convention or otherwise, and whether or not vested in the Assignor or inchoate, including, without limitation, (i) all other patents, patent applications, conceptions, inventions, discoveries and improvements, including any patent applications filed or patents acquired after the date of the Principal Agreement; (ii) all rights associated with works of authorship, including copyrights and moral rights, design rights and database rights; (iii) all rights relating to the protection of trade secrets and Confidential Information; and (iv) any other proprietary rights relating to intellectual property and/or industrial property.
- (b) Designs mean the registered designs as identified in part B of the schedule hereto and all other unregistered designs owned by the Assignor.
- (c) Patents means the registered Patents as identified in part A of the schedule hereto.

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- (d) Trademarks means the registered Trademarks as identified in part C of the schedule hereto.
- (e) Principal Agreement means the hive up agreement referred to in recital A above.
- (f) Term means the statutory or common law period of protection applicable to the Intellectual Property assigned by this agreement.

2. **ASSIGNMENT**

Pursuant to and for the consideration set out in the Principal Agreement and to ensure sufficient consideration, in consideration of the sum of £1 (receipt of which the Assignor hereby acknowledges), the Assignor with full title guarantee assigns to the Assignee the following rights:

- (a) the copyright and all other rights in the nature of copyright in the Designs or Future Designs or materials used in the creation of the Designs and Future Designs, and all other copyright owned by the Assignor whether artistic, literary or musical;
- (b) any database right subsisting in the Designs, [Future Designs] or other materials used by the Assignor;
- (c) all Intellectual Property rights and the right to apply for registered or similar protection conferred by the law of the United Kingdom and all other countries of the world in the Intellectual property and any future Intellectual Property or any part thereof and all preliminary workings, drawings and technical information of the same in all parts of the world, absolutely and in each case for the remainder of the Term or, as applicable, for the full Term of the same including any renewals, extensions or revivals; and
- (d) all the Assignor's rights and interests and all the benefit in respect of the Designs, the Patents and Trademarks including the benefit of the applications for registration with the intention that when the registrations are granted, the registration shall vest in the Assignee, together with the right to apply for similar protection in any other country, including the benefit of the priority date or dates and all right, title and interest in the same,
- (e) as well as all patents designs and trademarks and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Patents Designs and Trademarks in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and references to the Intellectual Property in this Assignment shall be deemed to include all such items of property; and
- (f) all rights of action, powers and benefits arising from ownership of the Patents, Designs and Trademarks including without limitation the right to sue for damages and other legal and equitable remedies (and retain

any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Assignment.

together with all related rights and powers arising or accrued.

3. **FURTHER ASSURANCE**

3.1 The Assignor undertakes, at the request of the Assignee, to bring into effect or do all acts and execute all documents which may be necessary to confirm the title of the Assignee to the rights assigned under this assignment, whether in connection with any registration of that title to copyright or design right or other similar right or otherwise.

3.2 to uphold the Assignee's rights in the Patents, Designs and Trademarks and other Intellectual Property and to defeat any challenge to the validity of, and resolve any questions concerning, the Patents, Designs and Trademarks and to do all that is necessary to vest such protection in the Assignee absolutely.

4. **WAIVER OF MORAL RIGHTS**

The Assignor has obtained from the authors of the Designs and any copyright waivers of their rights to be identified as the author of the Designs and all copyright granted by section 77 of the Copyright, Designs and Patents Act 1988 and their right to object to derogatory treatment thereof granted by section 80 of that Act and, so far as is legally possible, any broadly equivalent rights they may have in any territory of the world.

5. **GOVERNING LAW AND JURISDICTION**

This assignment shall be governed by and construed in accordance with the law of England and the parties agree to submit to the (non-)exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this assignment.

This Assignment has been entered into on the date stated at the beginning of it.

Signed by a duly authorised signatory on behalf of

Innovo International Limited

  
Director

Ventura Corporation Limited

  
Director

**Schedule Intellectual Property**

**PART A: PATENTS**

The following registered Patents

<i>Country of Registration</i>	<i>Registration number</i>	<i>Description of Patent</i>
EU	04075666.0	- Roller Skate
UK	2339149 (9915833.9)	- Skating and other apparatus
EU	99305380.0 (0997169)	- Skating and other apparatus
UK	2375055 (02175230)	- Skate length adjustment
USA	6497421 application no. 9/348094)	
UK	9824943.6	- Fastening means

**PART B DESIGNS**

The following registered designs.

<i>Country of Registration</i>	<i>Registration number</i>	<i>Description of Design</i>
UK	3004665	- Flat grind rail - round leg.
UK	3004667	- Round grind rail - round leg
UK	3004666	- Flat grind rail - square leg
UK	3005418	- Bridge for stunt ramp
UK	3002358	- Ramp

Together with all other unregistered designs owned by the Assignor

**PART C TRADEMARKS**

The following registered trade marks:

<i>Country of Registration</i>	<i>Registration number</i>	<i>Description of mark</i>
UK	2181765	Logo version of the word "Innovo" see appendix A
UK	2181769	Logo version of "sooper skates" see appendix B

**PART D OTHER**

All other intellectual property owned by the Assignor not mentioned above, including but not limited to copyright, Database rights, topographies, ideas and concepts vested in the Assignor as at the date of the Principal Agreement and any subsequent development modifications of enhancements thereto together with all other copyright Database rights, topographies, ideas and concepts created since the date of the Principal Agreement and any future copyright Database rights, topographies, ideas and concepts.

APPENDIX A

INNOVO

*INNOVO*

***INNOVO***

***INNOVO***

APPENDIX B

