

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Joel Crowson</td><td>01/23/2008</td></tr><tr><td>John Turner</td><td>01/23/2008</td></tr><tr><td>Crowson-Turner Enterprises, LLC</td><td>01/23/2008</td></tr></tbody></table>		Name	Execution Date	Joel Crowson	01/23/2008	John Turner	01/23/2008	Crowson-Turner Enterprises, LLC	01/23/2008		
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Titan Athletic Group, Inc.</td></tr><tr><td>Street Address:</td><td>4315-B New Town Avenue</td></tr><tr><td>City:</td><td>Williamsburg</td></tr><tr><td>State/Country:</td><td>VIRGINIA</td></tr><tr><td>Postal Code:</td><td>23188</td></tr></table>		Name:	Titan Athletic Group, Inc.	Street Address:	4315-B New Town Avenue	City:	Williamsburg	State/Country:	VIRGINIA	Postal Code:	23188
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PROPERTY NUMBERS Total: 2											
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CORRESPONDENCE DATA											
Fax Number: (703)991-7071 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 7037408322											
Email: carol@maierandmaier.com											
Correspondent Name: Timothy J. Maier											
Address Line 1: 1000 Duke Street											
Address Line 4: Alexandria, VIRGINIA 22314											
ATTORNEY DOCKET NUMBER:	TITAN-001-US										
NAME OF SUBMITTER:	Timothy J. Maier										
Total Attachments: 5 source=TITAN-001-US-ExecutedAssignment#page1.tif											

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ASSIGNMENT OF RIGHTS

This ASSIGNMENT OF RIGHTS, dated January 23, 2008 (this "Agreement"), is entered into by Joel Crowson, an individual whose address is 5821 Caspiana Lane, Bossier City, LA 71112, John Turner, an individual whose address is 820 Garrett, Bossier City, LA 71111, and Crowson-Turner Enterprises, L.L.C., a Louisiana limited liability company whose address is 5821 Caspiana Lane, Bossier City, LA 71112 (collectively, the "Assignors"), for the benefit of Titan Athletic Group, Inc., a Delaware corporation with its principal place of business at 4315-B New Town Ave., Williamsburg, VA 23188 (the "Assignee").

WHEREAS, Assignors are the owners of all right, title and interest in the U.S. patent applications and U.S. patents identified in Exhibit A attached hereto, specifically including any and all patents, patent applications, continuations, continuations-in-part, substitutions, divisions, reissuances, reexaminations, renewals and extensions thereof (the "Assigned Patent Rights").

WHEREAS, Assignors and Assignee have entered into that certain Subscription Agreement, dated as of the date hereof (the "Subscription Agreement").

WHEREAS, pursuant to the Sub Agreement, Assignor will assign (i) all of Assignor's rights, title and interests in and to the Assigned Patent Rights and (ii) all of Assignor's rights, title and interests in and to the intellectual property and related rights set forth in Exhibit B attached hereto (collectively, with the Assigned Patent Rights, the "Assigned Rights").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to the Assignee and its successors, assigns and other legal representatives, all worldwide rights, title and interests Assignor holds, or may hold, in and to the Assigned Rights, together with all rights derived therefrom. This assignment includes the right to sue and recover damages for past, present and future infringements of Assignor's rights in the Assigned Rights and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Assigned Patent Rights. Except as set forth in this agreement or as otherwise specifically agreed to by the parties in writing, Assignor retains no rights to use the Assigned Rights and agrees not to challenge the validity of Assignor's ownership in the Assigned Rights. If Assignor has any rights to the Assigned Rights that cannot be assigned to Assignee, Assignor unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Assignor worldwide with respect to such rights, and agrees, at Assignor's request and expense, to consent to and join in any action to enforce such rights. If Assignor has any right to the Assigned Rights that cannot be assigned to Assignee or waived by Assignor, Assignor unconditionally and irrevocably grants to Assignee during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights.

Assignor represents and warrants to Assignee that Assignor is the sole owner, inventor and/or author of, and that Assignor owns, and can grant exclusive right, title and interest in and to, each of the Assigned Rights and that none of the Assigned Rights are subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Assignee's use, or exercise of ownership of, any Assigned Rights.

Assignor further agrees that, should additional or further documentation of the assignment be required for whatever reason, Assignor will, without further consideration, provide or execute such other information or documents as may be necessary upon the Assignee's reasonable request.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Delaware applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts of law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Rights to be executed effective as of the date first written above.

CROWSON-TURNER ENTERPRISES,
L.L.C.

By: Joel Crowson

Name: Joel Crowson

Title: Manager

Joel Crowson
Joel Crowson

John Turner
John Turner

STATE OF LOUISIANA

COUNTY OF BOSSIER

On this 23rd day of January 2008, before me, a Notary Public in and for said State, personally appeared Joel Crowson and John Turner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and by his signature on the instrument the person executed the instrument.

WITNESS, my hand and official seal.

Jeanette B. Edmiston
Notary Public

JEANETTE B. EDMISTON
NOTARY ID # 056680
NOTARY FOR LIFE
BOSSIER-CADDO LOUISIANA

EXHIBIT A

ASSIGNED PATENT RIGHTS

Country	Application No.	Filing Date	Patent No.	Issue Date
U.S.	09/560,759	April 28, 2000	6,413,196	July 2, 2002
U.S.	07/956,377	October 5, 1992	5,269,512	December 14, 1993
U.S.	11/202,150	August 11, 2005		

EXHIBIT B

ASSIGNED RIGHTS

The Assigned Rights consists of all of Assignor's right, title and interest in and to any and all technology, trade secrets, know-how, business plans, prototypes, promotional videos, relationships and licensing opportunities in connection with the commercialization of any inventions or technologies described in or subject to the Assigned Patent Rights, including, without limitation, all documents, notes and other tangible material related thereto, and any and all copyrights, patent rights, trade secret rights and other intellectual property rights associated therewith.