### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MCDERMOTT CUE MFG., INC.	04/10/2009

#### **RECEIVING PARTY DATA**

Name:	MCM ACQUISITION, LLC	
Street Address:	W146 N9560 Held Drive	
City:	Menomonee Falls	
State/Country:	y: WISCONSIN	
Postal Code:	53051	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	5334101

## CORRESPONDENCE DATA

Fax Number: (414)298-8097

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-298-8230

Email: Ikasulke@reinhartlaw.com

Correspondent Name: Alec Smyczek/Reinhart Boerner

Address Line 1: 1000 North Water St., Suite 2100

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:

Alec Smyczek

**Total Attachments: 4** 

source=mcm assign#page1.tif source=mcm assign#page2.tif source=mcm assign#page3.tif source=mcm assign#page4.tif

> PATENT REEL: 022542 FRAME: 0274

CH \$40.00 533410

500834640

### PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made as of the 10th day of April, 2009, by and between MCDERMOTT CUE MFG., INC., a Wisconsin corporation ("Assignor") and MCM ACQUISTION, LLC, a Wisconsin limited liability company ("Assignee").

#### RECITALS

- A. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement") between the Assignor and the Assignee, the Assignee has agreed to purchase substantially all of the assets of the Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.
  - B. Assignor is the owner of the Assigned Patents (as defined below).
- C. Assignor desires to grant an assignment of all of its right, title, and interest in and to the Assigned Patents to Assignee, and Assignee desires to accept such assignment.

### **AGREEMENT**

For valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

- 1. <u>Definition of Assigned Patents</u>. The term "Assigned Patents" shall mean those patent applications and issued patents listed in <u>Appendix A</u> attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model or other United States or foreign patent.
- 2. <u>Assignment of the Assigned Patents</u>. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Patents. The assignment of the Assigned Patents granted by Assignor to Assignee in this Assignment is granted free and clear of all Encumbrances (other than Permitted Encumbrances).
- 3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.
- 4. <u>Asset Purchase Agreement</u>. Nothing contained in this Assignment shall in any way supersede, amend or replace the provisions, including the representations, warranties, covenants or, in general, any rights, remedies or obligations of Assignee or Assignor as set forth in the Asset Purchase Agreement. In the event of any conflict between the terms and conditions

PATENT REEL: 022542 FRAME: 0275 of the Asset Purchase Agreement and the terms and conditions of this Assignment, the Asset Purchase Agreement shall control.

5. <u>Further Assurances</u>. Upon request by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, such further documents and instruments and shall do and perform such further acts as may be reasonably necessary to give full effect to the intent of this document.

Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.

ASSIGNOR:
MCDERMOTT CUE MFG., INC.  By: Chairman
ASSIGNEE:
MCM ACQUISTION, LLC
By: Kitt Global, Inc., Manager
By: Greg Knight, President

of the Asset Purchase Agreement and the terms and conditions of this Assignment, the Asset Purchase Agreement shall control.

5. <u>Further Assurances</u>. Upon request by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, such further documents and instruments and shall do and perform such further acts as may be reasonably necessary to give full effect to the intent of this document.

Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.

ASSIGNOR:					
MCDERMOTT CUE MFG., INC.					
By:					
Its:					
ASSIGNEE:					
MCM ACQUISTION, LLC					
By: Kitt Global, Inc., Manager					
By: // //					
Greg Knight, President					

# APPENDIX A

# ASSIGNED PATENTS

PATENT APP. NO.	COUNTRY	TITLE	FILING DATE
5,334,101	U.S.	Connector for billiard cue	05/27/1993

REINHART\2692624\_2

**RECORDED: 04/14/2009** 

PATENT

REEL: 022542 FRAME: 0278