| · Se | | | | Atty. Dkt. No. WTD-0137 |
|--|----------------|--|------------|---|
| FORM PTO-1595 (modified) (Rev 6-93) RECO | 12-18-2 | | IEET | U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office |
| To the Director of the United States Patent a | 103584 | 030 | ached orig | ginal documents or copies thereof. |
| Name of conveying party(ies): | 2. | Name and add | ress of re | ceiving party(ies): |
| John Thompson DEC 1 4 2009 | | Wilson Spo 8750 W. Br Chicago, I | ryn Maw | r Ave. |
| Additional conveying party(ies) NO attached? 3. Nature of conveyance: ASSIGNMENT | | | | |
| Execution Date: December 14, 2009 | A | dditional name(s |) & addre | ss(es) attached? NO |
| 4. Application number(s) or patent number(s): 29/344,535 If this is being filed together with a new application is: Title: END CAP OF A BALL BAT A. Patent Application Number(s): 29/3 B. Filing Date September 30, 2009 | 344,535 | B. Patent | | s): |
| 5. Name and address of party to whom corresp | tional numbers | | | *:/ |
| concerning document should be mailed: | [0. | | | tions/patents involved: 1 |
| Wilson Sporting Goods Co. 8750 W. Bryn Mawr Avenue Chicago, IL 60631 | | 7. Total fee (37 C.F.R. § 3.41): \$40.00 Check Enclosed X Charge to deposit account 8. Deposit account number: 501959 | | |
| | DO NOT USE TH | IIS SPACE | | |
| 9. Statement and signature: To the best of my knowledge and belief, is a true copy of the original document. The Cofees which may be required in this matter to the Terence P. O'Brien | ommissioner is | hereby authorize ied deposit acco | ed to chai | rge any additional recordation |
| Name of person signing | | Signature | | Date |

PATENT REEL: 023674 FRAME: 0437

Total number of pages including cover sheet, attachments, and document: 7

ASSIGNMENT AND AGREEMENT

WHEREAS, John Thompson (hereinafter collectively referred to as "ASSIGNOR") has co-invented the designs of the following two U.S. Design Patent Applications; and

| U.S. Design Patent Application Serial No. | Attorney Docket No. | Filing Date | Title |
|---|---------------------|--------------------|--------------------------|
| 29/344,535 | WTD0137A | September 30, 2009 | END CAP OF A BALL BAT |
| 29/344,536 | WTD0137B | September 30, 2009 | END CAP OF A BALL BAT |

WHEREAS, Wilson Sporting Goods Co., having its principal offices at 8750 W. Bryn Mawr Avenue, Chicago, Illinois (hereinafter collectively referred to as "ASSIGNEE") is desirous of acquiring ASSIGNOR's entire interest therein;

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified design applications and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (b) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (c) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (d) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said designs including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not

Atty. Dkt. No. WD0137A & B

limited to, original, divisional, continuation and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interest sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the attorneys and agents of ASSIGNEE the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of ASSIGNEE do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorney and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

RECORDED: 12/14/2009

14. 2007 7:3/AM

Executed this ______ day of December, 2009,

Page 2 of 2