

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
OUTDOOR CHANNEL HOLDINGS, INC.	01/12/2009

RECEIVING PARTY DATA

Name:	WINNERCOMM, INC.
Street Address:	TWO WARREN PLACE
Internal Address:	6120 SOUTH YALE, SECOND FLOOR
City:	TULSA
State/Country:	OKLAHOMA
Postal Code:	74136-4229

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6873355
Patent Number:	6809495
Application Number:	11251439
Patent Number:	7088071
Patent Number:	6975089
Patent Number:	7207277
Patent Number:	7036436
Patent Number:	7127998

CORRESPONDENCE DATA

Fax Number: (312)226-1919

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

Phone: 3122261818

Email: JMERRITT@FACTOR-LAKE.COM

Correspondent Name: FACTOR & LAKE, LTD.

Address Line 1: 1327 W. WASHINGTON BLVD., SUITE 5G/H

OP \$320.00 6873355

501142743

PATENT  
REEL: 024202 FRAME: 0358

Address Line 4: CHICAGO, ILLINOIS 60607

ATTORNEY DOCKET NUMBER:

SKY-091161

NAME OF SUBMITTER:

Patrick J. Smith

Total Attachments: 7

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Agreement**") is made and effective as of January 12, 2009, by and between Outdoor Channel Holdings, Inc. ("**Contributor**"), a Delaware corporation and Winnercomm, Inc. (the "**Receiving Company**"), a Delaware corporation.

**WHEREAS**, Contributor has purchased certain assets pursuant to the terms of the Asset Purchase Agreement (the "**APA**") of even date herewith by and among the Contributor, Cablecam, LLC, Skycam, LLC, Winnercomm Holdings, Inc., and Winnercomm, Inc., an Oklahoma corporation; and

**WHEREAS**, Contributor desires to contribute and assign certain of the purchased assets to the Receiving Company and the Receiving Company desires to accept the contribution of such assets from Contributor immediately after Closing.

### AGREEMENT

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Defined Terms. All capitalized terms used but not defined herein shall have the same meanings as set forth in the APA.
2. Assignment. As of immediately after the Closing, the Contributor hereby assigns to the Receiving Company all rights, titles, duties and interests that Contributor may have with respect to the Skycam Assets (as defined in Section 1.1(a) of the APA), the Cablecam Assets (as defined in Section 1.1(b) of the APA) and the Winnercomm Assets (as defined in Section 1.1(c) of the APA).
3. Assumption. As of immediately after the Closing, the Receiving Company hereby assumes any and all of Contributor's rights, duties and interests with respect to the Skycam Assets, the Cablecam Assets and the Winnercomm Assets as assigned by Contributor in Section 2 above, and further assumes and agrees to pay, discharge and perform, as and when due, all of Contributor's liabilities and obligations under the Skycam Assets, the Cablecam Assets and the Winnercomm Assets.
4. Consent. Notwithstanding anything in this Agreement to the contrary, no assignment or transfer is hereby made by Contributor of any of the Sellers' Contracts (as defined in Section 1.1(c)(3) of the APA) and no assumption or acceptance is hereby made by the Receiving Company of any of the Sellers' Contracts, if such assignment or assumption of any of the Sellers' Contracts without the consent of a party thereto (other than the Contributor or the Receiving Party hereto), would constitute a breach thereof; provided, however, that upon receipt of any such consent, the assignment and assumption thereof as set forth in Sections 2 and 3 hereof shall be effective without any further action on the part of Contributor or the Receiving Party.

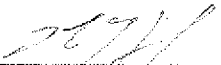
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

6. This Agreement shall be deemed a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of California.

**IN WITNESS WHEREOF**, this Agreement has been executed by the duly authorized officers of Contributor and the Receiving Company, as of the date first above written.


**CONTRIBUTOR**

Outdoor Channel Holdings, Inc.

By:   
Name: Thomas E. Hornish  
Title: \_\_\_\_\_

**RECEIVING COMPANY**

Winnercomm, Inc.

By:   
Name: Thomas E. Hornish  
Title: \_\_\_\_\_

## DISCLOSURE SCHEDULES

Pursuant to the that certain Asset Purchase Agreement (the "Agreement") dated as of January 9, 2009, by and among Cablecam, LLC, an Oklahoma limited liability company ("Cablecam"), Skycam LLC, an Oklahoma limited liability company ("Skycam"), Winnercomm, Inc., an Oklahoma corporation ("Winnercomm"), and Winnercomm Holdings, Inc., a Delaware corporation ("Holdings", and together with Cablecam, Skycam and Winnercomm, the "Sellers"), and Outdoor Channel Holdings, Inc., a Delaware corporation (the "Buyer"), these Disclosure Schedules are being delivered to Buyer.

The representations, warranties, statements and covenants set forth in the Agreement are made and given subject to the disclosures in these Disclosure Schedules. These Disclosure Schedules are qualified in their entirety by reference to the Agreement and are not intended to constitute, and may not be construed as constituting, any representation, warranty or covenant of the Sellers except as and to the extent expressly provided in the Agreement.

In addition, these Disclosure Schedules are subject to the following terms and conditions:

- All references to Section numbers are to Sections of the Agreement, unless otherwise stated. Information disclosed in a specific Disclosure Schedule Section shall relate only to such specific Disclosure Schedule Section, unless explicitly indicated in such section or unless its applicability to any other Disclosure Schedule Section is reasonably apparent.
- The fact that any item of information is disclosed in any of these Disclosure Schedules may not be construed (i) to mean that such disclosure is required by the Agreement, including without limitation in order to render any representation or warranty true or correct, or (ii) to constitute a representation or warranty as to the materiality of any item so disclosed.
- Any annex, attachment or exhibit to a specific Disclosure Schedule Section forms an integral part of such Disclosure Schedule and is incorporated by reference for all purposes of such Disclosure Schedule Section as if set forth fully herein.

The headings, including section and subsection headings, of Disclosure Schedules herein are for descriptive purposes and convenience of reference only and should not be deemed to affect such Disclosure Schedules or to limit the exceptions made hereby or the provisions hereof.

Schedule 1.1(a)(2)  
Skycam Intellectual Property

**Patents**

Three dimensional moving camera assembly with an informational housing –  
Registration No. 6,873,355 – Issued March 29, 2005.

**Trademarks**

"Skycam" – Registration No. 1634708

**Domain Names**

www.skycam.tv

Schedule 1.1(b)(3)  
Cablecam Intellectual Property

**Patents**

Ref. No.	Patent No. / Serial No.	Short Title	Status
1147-P0001	6,886,471 / 10/368,137	Travelling Highline	ISSUED
1147-P0002	6,809,495 / 10/604,525	Multi-V	ISSUED
1147-P0003	10/604,667	Dual Highline	ABANDONED
1147-P0004	7,207,277 / 10/605,778	Flying-V	ISSUED
1147-P0006	7,088,071 / 10/708,158	Many-V	ISSUED
1147-P0007-PCT	PCT/US2004/004759	Travelling Highline	ABANDONED
1147-P0008	7,036,436 / 10/709,918	Flying-V Beam	ISSUED
1147-P0009	6,975,089 / 10/709,944	Mega-V	ISSUED
1147-P0011-PCT	PCT/US2004/024321	Multi-V, Many-V, Mega-V PCT	DONE
1147-P0012-PCT	PCT/US2004/025615	Dual Highline	ABANDONED
1147-P0013-PCT	PCT/US2004/035092	Flying-V, Flying-V Beam PCT	DONE
1147-P0014	7,127,998 / 10/906,621	Nested Flying-V	ISSUED
1147-P0015	11/145,555	Froggycam Multi- Environment	PENDING
1147-P0017	11/251,439	Mega-V	ALLOWED

1147-P0018-JP	2006-522025	Mega-V, Many-V, Multi-V Japan	PENDING
1147-P0019-BR	PI 0412261-5	Mega-V, Many-V, Multi-V Brazil	PENDING
1147-P0020-EP	04 779 387.2	Mega-V, Many-V, Multi-V Europe	PENDING
1147-P0021-AU	2004262354	Mega-V, Many-V, Multi-V Australia	PENDING
1147-P0022-SA	2006/01735	Mega-V, Many-V, Multi-V South Africa	PENDING
1147-P0023	11/411,972	Nested Flying-V Softskate	PENDING
1147-P0024-JP	2006-536837	Flying-V, Flying Beam Japan	PENDING
1147-P0025-BR	PI 0415445-2	Nested-Flying-V-Softskate Brazil	PENDING
1147-P0026-EP	04 796 142.0	Flying-V, Flying Beam Europe	PENDING
1147-P0027-AU	2004285932	Flying-V, Flying Beam Australia	PENDING
1147-P0028-SA	2006/04273	Flying-V, Flying Beam South Africa	PENDING
1147-P0029	11/671,198	Redundant Fail-safe	PENDING
1147-P0031	11/556,264	Multi-V Parallelogram	PENDING
1147-P0032	60/893,362	Flexpoints Provisional	PENDING



1147-P0033-CAN	US2004/024321	Mega-V, Many-V, Multi-V Canada	PENDING
1147-P0034	11/683,411	Flexpoints Utility	PENDING
1147-P0035	US60/940,407	High Speed A to B	PENDING
1147-P0036	US11/772.752	Mega-V Double-Line Flexpoints	PENDING
1147-P0039	61/059,786	Skyhook	PENDING

### **Trademarks**

"Cablecam" – Registration Number 2987254

"Cablecam's Flying Fox" – Registration Number 2293876

### **Domain Names**

www.cablecam.com