

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Sportwall International, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 30, 2007

- ☐ Assignment
 ☐ Merger
☒ Security Agreement
 ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: AMI Opportunity Fund, LLC

Internal Address: _____

Street Address: 733 Park Avenue, No. 18

City: New York

State: New York

Country: USA Zip: 10021

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,641,139

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Alison Pear

Internal Address: TroyGould PC

Street Address: 1801 Century Park East, Suite 1600

City: Los Angeles

State: California Zip: 90067

Phone Number: (310) 789-1206

Fax Number: (310) 789-1406

Email Address: amp@troygould.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

May 21
Date

Alison M. Pear

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

700438079

PATENT
REEL: 024463 FRAME: 0483

Patent Security Agreement

This Patent Security Agreement (this "Agreement") is made effective as of August 30, 2007, by and between AMI Opportunity Fund, LLC, a Delaware limited liability company ("Secured Party"), and Sportwall International, Inc., a Delaware corporation ("Borrower").

As collateral security for the prompt and complete payment and performance of the "Loan," as defined in the Loan and Security Agreement dated August 30, 2007, by and between Secured Party and Borrower, and any other advance, debt, liability, obligation, covenant or duty of Borrower to Secured Party, Borrower hereby assigns and pledges to Secured Party for its benefit and hereby grants to Secured Party for its benefit a security interest in, all of Borrower's right, title and interest in and to the following:

- (a) U.S. Patent No. 6,641,139, entitled "Game Enclosure;"
- (b) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world;
- (c) all patent licenses;
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the items described in clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present, or future infringements of any patent or patent application, and for breach or enforcement of any patent license, and all rights corresponding thereto throughout the world.

Borrower agrees to assist Secured Party in every legal way to evidence, record and perfect the security interest set forth in this Agreement. If Secured Party is unable for any reason whatsoever to secure Borrower's signature to any document it is entitled to under this Agreement, Borrower hereby irrevocably designates and appoints Secured Party and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Borrower, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Borrower.


This Agreement may be executed in separate facsimile counterparts, which together shall constitute one instrument.

Signature page follows.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to be duly executed as of the date first above written.

Borrower:

SPORTWALL INTERNATIONAL, INC.

By: 
Name: Catherine Lamberti
Title: Chief Executive Officer

Secured Party:

AMI OPPORTUNITY FUND, LLC

By: AMI Management Group, LLC
Title: Manager

By: _____
Name: Richard Kaufman
Title: Manager

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Title: Chief Executive Officer

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By: AMI Management Group, LLC

Title: Manager

By: 

Name: Richard Kaufman

Title: Manager