

06-24-2010



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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)

AMI Opportunity Fund, LLC

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

2. Name and address of receiving party(ies)

Name: AMI Opportunity Fund, LLC

Internal Address: _____

Street Address: 800 Fifth Avenue, Suite 21F

City: New York

State: New York

Country: USA Zip: 10065

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

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

Execution Date(s) June 21, 2010

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

4. Application or patent number(s):

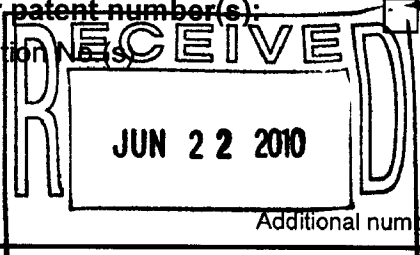
A. Patent Application No(s)

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: 00000029 6641139

Authorized User Name: 81 FC 0021 40.00 DP

9. Signature:

June 21, 2010

Date

Alison M. Pear
Name of Person Signing

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

4

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

TRANSFER STATEMENT

THIS TRANSFER STATEMENT (this "Transfer Statement") is entered into as of June 21, 2010, by AMI Opportunity Fund, LLC, as secured creditor ("Secured Party") of Sportwall International, Inc. ("Debtor"), in favor of AMI Opportunity Fund, LLC, as purchaser ("Purchaser") at that certain public sale of collateral held by Secured Party held on June 21, 2010.

1. Secured Party has a security interest in U.S. Patent Number 6,641,139, entitled "Game Enclosure" (the "Patent") pursuant to that certain Patent Security Agreement (the "Security Agreement"), dated August 30, 2007, between Secured Party and Debtor.
2. Debtor is in default of its obligations under the Security Agreement.
3. Secured Party has exercised its post-default remedies with respect to the Patent and sold the Patent to the highest bidder by public sale.
4. Purchaser was the highest bidder at that public sale, and as such has acquired the rights of Debtor in the Patent.
5. As such, Purchaser is now owner of any and all of Debtor's right, title and interest in and to: (i) the Patent; (ii) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world; (iii) all patent licenses; (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the items described in clauses (i) and (ii); and (v) 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.
6. The name and mailing address of Debtor, Secured Party and Purchaser are as follows:

Sportwall International, Inc.
1956 Palma Drive, Suite J
Ventura, California 93003

AMI Opportunity Fund, LLC
800 Fifth Avenue, Suite 21F
New York, NY 10065
7. The terms and provisions of this Transfer Statement may be waived, and consent for the departure therefrom granted, only by a written instrument executed by the party entitled to the benefits of such terms of provisions. This Transfer Statement: (i) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (ii) may be executed by the parties hereto in separate counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same

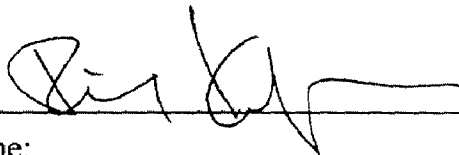
instrument; (iii) any signature that is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file shall have the same force and effect as an original thereof; and (iv) may be modified or amended only by written agreement executed by each of the parties hereto. This Transfer Statement shall be governed by and construed and enforced in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have caused this Transfer Statement to be executed by the signature of their duly authorized officers as of the date above first written.

SECURED PARTY:

AMI OPPORTUNITY FUND, LLC

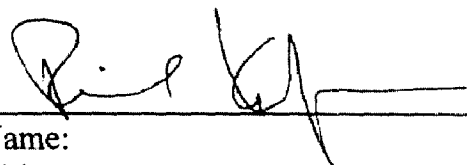
By:  _____

Name:

Title:

PURCHASER:

AMI OPPORTUNITY FUND, LLC

By:  _____

Name:

Title: