

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
IN THE PLAY, INC.	11/18/2010

**RECEIVING PARTY DATA**

Name:	Maxx Holdings Inc.
Street Address:	Dundee Place, Suite 801
Internal Address:	1 Adelaide Street East
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5C 2V9

**PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	09197219
Application Number:	09510922
Application Number:	10006444

**CORRESPONDENCE DATA**

Fax Number: (215)568-6499  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 Correspondent Name: Volpe and Koenig, P.C.  
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ATTORNEY DOCKET NUMBER:	GBL-1B (SA)
NAME OF SUBMITTER:	Sarah E. Galbraith

Total Attachments: 23

**501363920**

**PATENT  
 REEL: 025414 FRAME: 0124**

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## SECURITY AGREEMENT

SECURITY AGREEMENT (the "Agreement"), dated as of November \_\_, 2010, is entered into between IN THE PLAY, INC. a corporation registered under the laws of the State of Pennsylvania, U.S.A. ("Grantor"), and Maxx Holdings Inc. In Trust, a corporation registered under the laws of the Province of Ontario ("Secured Party").

### WITNESSETH:

WHEREAS, Grantor has entered into a loan agreement with the Secured Party (the "Loan Agreement") of even date herewith;

WHEREAS, as a condition to the entering into of the Loan Agreement and the making of the loan and other financial accommodations thereunder, the Secured Party has required that the Grantor enter into this Agreement, pursuant to which the Grantor shall grant a security interest in all of its assets to the Secured Party as security for its obligations under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. Defined Terms.

The following terms shall have the following respective meanings:

"Account Debtor" means each Person obligated in any way on or in connection with an Account, Chattel Paper or General Intangibles (including a payment intangible).

"Accounts" means all of Grantor's now owned or hereafter acquired or arising accounts, as defined in the UCC, including any rights to payment for the sale or lease of goods or rendition of services, whether or not they have been earned by performance.

"Chattel Paper" means all of Grantor's now owned or hereafter acquired chattel paper, as defined in the UCC, including electronic chattel paper.

"Deposit Accounts" means all "deposit accounts" as such term is defined in the UCC, now or hereafter held in the name of Grantor.

"Documents" means all documents as such term is defined in the UCC, including bills of lading, warehouse receipts or other documents of title, now owned or hereafter acquired by Grantor.

"Equipment" means all of Grantor's now owned and hereafter acquired machinery, equipment, furniture, furnishings, fixtures, and other tangible personal property (except Inventory), including embedded software, motor vehicles with respect to which a certificate of title has been issued, aircraft, dies, tools, jigs, molds and office equipment, as well

as all of such types of property leased by Grantor and all of Grantor's rights and interests with respect thereto under such leases (including, without limitation, options to purchase); together with all present and future additions and accessions thereto, replacements therefor, component and auxiliary parts and supplies used or to be used in connection therewith, and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto; wherever any of the foregoing is located.

"Event of Default" means the breach by the Grantor of any representation, warranty or covenant contained in the Loan Agreement and this Agreement.

"General Intangibles" means all of Grantor's now owned or hereafter acquired general intangibles, choses in action and causes of action and all other intangible personal property of Grantor of every kind and nature (other than Accounts), including, without limitation, all contract rights, payment intangibles, Proprietary Rights, corporate or other business records, inventions, designs, blueprints, plans, specifications, patents, patent applications, trademarks, service marks, trade names, trade secrets, goodwill, copyrights, computer software, customer lists, registrations, licenses, franchises, tax refund claims, any funds which may become due to Grantor in connection with the termination of any employee benefit plan or any rights thereto and any other amounts payable to Grantor from any employee benefit plan, rights and claims against carriers and shippers, rights to indemnification, business interruption insurance and proceeds thereof, property, casualty or any similar type of insurance and any proceeds thereof, proceeds of insurance covering the lives of key employees on which Grantor is beneficiary, rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for pledged equity interests or Investment Property and any letter of credit, guarantee, claim, security interest or other security held by or granted to Grantor.

"Goods" means all "goods" as defined in the UCC, now owned or hereafter acquired by Grantor, wherever located, including embedded software to the extent included in "goods" as defined in the UCC.

"Instruments" means all instruments as such term is defined in the UCC, now owned or hereafter acquired by Grantor.

"Inventory" means all of Grantor's now owned and hereafter acquired inventory, goods and merchandise, wherever located, to be furnished under any contract of service or held for sale or lease, all returned goods, raw materials, work-in-process, finished goods (including embedded software), other materials and supplies of any kind, nature or description which are used or consumed in Grantor's business or used in connection with the packing, shipping, advertising, selling or finishing of such goods, merchandise, and all documents of title or other Documents representing them.

"Investment Property" means all of Grantor's right title and interest in and to any and all: (a) securities, whether certificated or uncertificated; (b) securities entitlements; (c) securities accounts; (d) commodity contracts; and (e) commodity accounts.

"Lien" means any mortgage, pledge, encumbrance, charge, security interest, lien, assignment or other preferential arrangement of any nature whatsoever, including any conditional sale agreement or other title retention agreement.

"Letter-of-Credit Rights" means "letter-of-credit rights" as such term is defined in the UCC, now owned or hereafter acquired by Grantor, including rights to payment or performance under a letter of credit, whether or not Grantor, as beneficiary, has demanded or is entitled to demand payment or performance.

"Obligations" means all of the obligations of the Grantor to perform, and/or to pay amounts owing, under the Loan Agreement, this Agreement, each of the agreements, documents and instruments executed from time to time in connection with the Loan Agreement and/or this Agreement.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, governmental authority, or any other entity.

"Proprietary Rights" means all of Grantor's now owned and hereafter arising or acquired: licenses, franchises, permits, patents, patent rights, copyrights, works which are the subject matter of copyrights, trademarks, service marks, trade names, trade styles, patent, trademark and service mark applications, and all licenses and rights related to any of the foregoing, and all other rights under any of the foregoing, all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing, and all rights to sue for past, present and future infringement of any of the foregoing.

"Software" means all "software" as such term is defined in the UCC, now owned or hereafter acquired by Grantor, other than software embedded in any category of Goods, including all computer programs and all supporting information provided in connection with a transaction related to any program.

"Supporting Obligations" means all supporting obligations as such term is defined in the UCC.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of Pennsylvania or of any other state the laws of which are required as a result thereof to be applied in connection with the issue of perfection of security interests.

"Uniform Commercial Code jurisdiction" means any jurisdiction that has adopted "Revised Article 9" of the UCC on or after July 1, 2001.

All other undefined terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for by the UCC to the extent the same are used or defined therein.



**2. Grant of Security Interest.**

(a) As security for all Obligations, Grantor hereby grants to Secured Party a continuing security interest in, lien on, assignment of and right of set-off against, all of the assets of Grantor, including, without limitation, the following property and assets of Grantor, whether now owned or existing or hereafter acquired or arising, regardless of where located:

- (i) all Accounts;
- (ii) all Inventory;
- (iii) all contract rights;
- (iv) all Chattel Paper;
- (v) all Documents;
- (vi) all Instruments;
- (vii) all Supporting Obligations and Letter-of-Credit Rights;
- (viii) all General Intangibles (including payment intangibles and Software);
- (ix) all Proprietary Rights;
- (x) all Goods;
- (xi) all Equipment;
- (xii) all Investment Property;
- (xiii) all money, cash, cash equivalents, securities and other property of any kind of Grantor held directly or indirectly by Secured Party;
- (xiv) all of Grantor's Deposit Accounts, credits, and balances with and other claims against any financial institution with which Grantor maintains deposits;
- (xv) all books, records and other property related to or referring to any of the foregoing, including books, records, account ledgers, data processing records, computer software and other property and General Intangibles at any time evidencing or relating to any of the foregoing; and
- (xvi) all accessions to, substitutions for and replacements, products and proceeds of any of the foregoing, including, but not limited to, proceeds of any insurance policies, claims against third parties, and

condemnation or requisition payments with respect to all or any of the foregoing.

All of the foregoing, together with all equity interests in Subsidiaries pledged to Secured Party and all other property of Grantor in which Secured Party may at any time be granted a lien or security interest as collateral for the Obligations, is herein collectively referred to as the "Collateral."

(b) All of the Obligations shall be secured by all of the Collateral.

### 3. **Perfection and Protection of Security Interest.**

(a) Grantor shall, at its expense, perform all steps reasonably requested by Secured Party at any time to perfect, maintain, protect, and enforce Secured Party's security interest in the Collateral, including: (i) executing and filing, or authorizing the execution and filing of, financing or continuation statements, and amendments thereto, in form and substance reasonably satisfactory to Secured Party; and (ii) taking such other steps reasonably requested by Secured Party to maintain and protect Secured Party's security interest in the Collateral.

(b) Unless Secured Party shall otherwise consent in writing (which consent may be revoked), Grantor shall deliver to Secured Party all Collateral consisting of negotiable Documents, certificated securities (accompanied by stock transfer powers executed in blank), Chattel Paper and Instruments promptly after Grantor receives the same.

(c) Grantor shall, upon the request of the Secured Party, use its best efforts to obtain waivers or subordinations of Liens from landlords and mortgagees, and Grantor shall in all instances obtain signed acknowledgements of Secured Party's Liens from bailees having possession of any Collateral that they hold for the benefit of Secured Party.

(d) Promptly following Secured Party's request therefor, Grantor shall obtain authenticated control agreements from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for Grantor.

(e) If Grantor is or becomes the beneficiary of a letter of credit, Grantor shall promptly notify Secured Party thereof and, if requested by the Secured Party, enter into a tri-party agreement with Secured Party and the issuer and/or confirmation bank with respect to Letter-of-Credit Rights, assigning such Letter-of-Credit Rights to Secured Party, and directing all payments thereunder to such bank account as Secured Party may direct, all in form and substance reasonably satisfactory to Secured Party.

(f) Grantor shall, upon the request of Secured Party, take all steps necessary to grant Secured Party control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in the Uniform Electronic Transactions Act.

(g) Grantor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial

financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Grantor agrees to furnish any such information to Secured Party promptly upon request. Grantor also ratifies its authorization for Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

(h) Grantor shall promptly notify Secured Party of any commercial tort claim (as defined in the UCC) acquired by it and unless otherwise consented by Secured Party, Grantor shall enter into a supplement to this Agreement, granting to Secured Party a Lien in such commercial tort claim.

(i) From time to time, Grantor shall, upon Secured Party's request, execute and deliver confirmatory written instruments pledging the Collateral to Secured Party, but Grantor's failure to do so shall not affect or limit any security interest or any other rights of Secured Party in and to the Collateral with respect to Grantor. So long as this Agreement is in effect and until all Obligations have been fully satisfied, Secured Party's Liens shall continue in full force and effect in all Collateral.

(j) Grantor shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof or change its type of entity as identified on Schedule II without the prior written consent of Secured Party.

(k) Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in favor of the Secured Party without the prior written consent of Secured Party and agrees that it will not do so without the prior written consent of Secured Party, subject to Grantor's rights under Section 9-509(d)(2) of the UCC.

4. **Location of Collateral.** Grantor represents and warrants to Secured Party that:

(a) Schedule I is a correct and complete list of the location of Grantor's chief executive office, the location of its books and records, the locations of the Collateral, and the locations of all of its other places of business; and

(b) Schedule I correctly identifies any of such facilities and locations that are not owned by Grantor and sets forth the names of the owners and lessors or sublessors of such facilities and locations. Grantor covenants and agrees that it will not (i) maintain any Collateral at any location other than those locations listed for Grantor on Schedule I, (ii) otherwise change



or add to any of such locations, or (iii) change the location of its chief executive office from the location identified in Schedule I, unless it gives Secured Party at least thirty (30) days' prior written notice thereof and executes any and all financing statements and other documents that Secured Party reasonably requests in connection therewith.

**5. Name, Jurisdiction of Organization, Etc.** Grantor represents and warrants to Secured Party that Schedule II hereto identifies Grantor's name as of the date hereof as it appears in official filings in the state of its incorporation, the type of entity of Grantor (including corporation, partnership, limited partnership or limited liability company), organizational identification number issued by Grantor's state of incorporation or a statement that no such number has been issued and the jurisdiction in which Grantor is incorporated. Grantor represents and warrants to Secured Party that it has only one state of incorporation.

**6. Title to, Liens on, and Sale and Use of Collateral.** Grantor represents and warrants to Secured Party and agrees with Secured Party that:

(a) Grantor has rights in and the power to transfer all of the Collateral free and clear of all Liens whatsoever, except for the Lien created by this Agreement;

(b) Secured Party's Liens in the Collateral will not be subject to any prior Lien; and

(c) Grantor will use, store, and maintain the Collateral with all reasonable care and will use such Collateral for lawful purposes only.

**7. Access and Examination.** In addition to any rights granted under the Loan Agreement to the Secured Party, the Secured Party may at any time when an Event of Default exists and is continuing have access to, examine, audit, make extracts from or copies of and inspect any or all of Grantor's records, files, and books of account and the Collateral, and discuss Grantor's affairs with Grantor's officers and management. Secured Party may at any time when an Event of Default exists, and at Grantor's expense, make copies of all of Grantor's books and records, or require Grantor to deliver such copies to Secured Party. Secured Party may, without expense to Secured Party, use such of Grantor's respective personnel, supplies, and real estate as may be reasonably necessary for maintaining or enforcing Secured Party's Liens. Secured Party shall have the right, at any time, in Secured Party's name or in the name of a nominee of Secured Party, to verify the validity, amount or any other matter relating to the Accounts, Inventory, or other Collateral, by mail, telephone, or otherwise.

**8. Collection of Accounts.** In addition to any rights granted under the Loan Agreement to the Secured Party, the Secured Party or Secured Party's designee may, at any time after the occurrence and during the continuance of an Event of Default, notify Account Debtors that the Accounts have been assigned to Secured Party and of Secured Party's security interest therein, and may collect them directly and charge the collection costs and expenses as an Advance. So long as an Event of Default has occurred and is continuing, Grantor, at Secured Party's request, shall execute and deliver to Secured Party such documents as Secured Party shall require in order to grant Secured Party access to any post office box in which collections of

Accounts are received.

9. **Documents, Instruments, and Chattel Paper.** If Grantor retains possession of any Chattel Paper or Instruments with Secured Party's consent, such Chattel Paper and Instruments shall be marked with the following legend: "This writing and the obligations evidenced or served hereby are subject to the security interest of Bank of Montreal, as Secured Party."

10. **Right to Cure.** Secured Party may, in its discretion, pay any amount or do any act required of Grantor hereunder or under the Loan Agreement in order to preserve, protect, maintain or enforce the Obligations, the Collateral or Secured Party's Liens therein, and which Grantor fails to pay or do, including payment of any judgment against Grantor, any insurance premium, any warehouse charge, any finishing or processing charge, any landlord's or bailee's claim, and any other Lien upon or with respect to the Collateral. All payments that Secured Party makes under this Section 10 and all out-of-pocket costs and expenses that Secured Party pays or incurs in connection with any action taken by it hereunder shall be deemed a loan by the Secured Party to Grantor, and shall be included in the Obligations and secured by the Collateral. Any payment made or other action taken by Secured Party under this Section 10 shall be without prejudice to any right to assert an Event of Default hereunder and to proceed thereafter as herein provided.

11. **Power of Attorney.** Grantor hereby appoints Secured Party and Secured Party's designee as Grantor's attorney, with power, following the occurrence and during the continuance of an Event of Default:

(a) to endorse Grantor's name on any checks, notes, acceptances, money orders, or other forms of payment or security that come into Secured Party's possession;

(b) to sign Grantor's name on any invoice, bill of lading, warehouse receipt or other negotiable or non-negotiable Document constituting Collateral, on drafts against customers, on assignments of Accounts, on notices of assignment, financing statements and other public records and to file any such financing statements by electronic means with or without a signature as authorized or required by applicable law or filing procedure;

(c) to notify the post office authorities to change the address for delivery of Grantor's mail to an address designated by Secured Party and to receive, open and dispose of all mail addressed to Grantor;

(d) to complete, in Grantor's name or Secured Party's name, any order, sale or transaction, obtain the necessary Documents in connection therewith, and collect the proceeds thereof;

(f) to the extent that Grantor's authorization given in Section 3(g) of this Agreement is not sufficient, to file such financing statements with respect to this Agreement, with or without Grantor's signature, or to file a photocopy of this Agreement in substitution for a financing statement, as Secured Party may deem appropriate and to execute in Grantor's name

such financing statements and amendments thereto and continuation statements which may require Grantor's signature; and

(g) to do all things necessary to carry out this Agreement.

Grantor ratifies and approves all acts of such attorney. Neither Secured Party nor its attorneys will be liable for any acts or omissions or for any error of judgment or mistake of fact or law except for their willful misconduct. This power, being coupled with an interest, is irrevocable until the Obligations have been fully satisfied.

## 12. Secured Party's Rights, Duties and Liabilities.

(a) Grantor assumes all responsibility and liability arising from or relating to the use, sale, license or other disposition of the Collateral. The Obligations shall not be affected by any failure of Secured Party to take any steps to perfect Secured Party's Liens or to collect or realize upon the Collateral, nor shall loss of or damage to the Collateral release Grantor from any of the Obligations. Following the occurrence and during the continuation of an Event of Default, Secured Party may (but shall not be required to), without notice to or consent from Grantor, sue upon or otherwise collect, extend the time for payment of, modify or amend the terms of, compromise or settle for cash, credit, or otherwise upon any terms, grant other indulgences, extensions, renewals, compositions, or releases, and take or omit to take any other action with respect to the Collateral, any security therefor, any agreement relating thereto, any insurance applicable thereto, or any Person liable directly or indirectly in connection with any of the foregoing, without discharging or otherwise affecting the liability of Grantor for the Obligations or under the Loan Agreement or any other agreement now or hereafter existing between Secured Party and Grantor.

(b) It is expressly agreed by Grantor that, anything herein to the contrary notwithstanding, Grantor shall remain liable under each of its contracts and each of its licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder. Secured Party shall not have any obligation or liability under any contract or license by reason of or arising out of this Agreement or the granting herein of a Lien thereon or the receipt by Secured Party of any payment relating to any contract or license pursuant hereto. Secured Party shall not be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contract or license, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) Secured Party may, at any time after an Event of Default has occurred and is continuing (or if any rights of set-off (other than set-offs against an Account arising under the contract giving rise to the same Account) or contra accounts may be asserted with respect to the following), without prior notice to Grantor, notify Account Debtors, and other Persons obligated on the Collateral that Secured Party has a security interest therein, and that payments shall be made directly to Secured Party. Upon the request of Secured Party, Grantor shall so notify

Account Debtors and other Persons obligated on Collateral. Once any such notice has been given to any Account Debtor or other Person obligated on the Collateral, Grantor shall not give any contrary instructions to such Account Debtor or other Person without Secured Party's prior written consent.

(d) Secured Party may at any time in Secured Party's own name or in the name of Grantor communicate with Account Debtors, parties to contracts and obligors in respect of Instruments to verify with such Persons, to Secured Party's satisfaction, the existence, amount and terms of Accounts, payment intangibles, Instruments or Chattel Paper. Grantor, at its own expense, shall deliver to Secured Party the results of each physical verification, if any, which Grantor may in its discretion have made, or caused any other Person to have made on its behalf, of all or any portion of its Inventory.

### 13. Patent, Trademark And Copyright Collateral.

(a) Grantor represents and warrants to Secured Party that it does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule III hereto. Grantor represents and warrants to Secured Party that this Agreement is effective to create a valid and continuing Lien on and, upon filing of the Copyright Agreement with the United States Copyright Office and filing of the Patent Agreement and the Trademark Agreement with the United States Patent and Trademark Office, perfected Liens in favor of Secured Party on Grantor's patents, trademarks and copyrights and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from Grantor. Grantor further represents and warrants to Secured Party that, upon filing of the Copyright Agreement with the United States Copyright Office and filing of the Patent Agreement and the Trademark Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Secured Party's Lien on Grantor's patents, trademarks or copyrights shall have been duly taken.

(b) Grantor shall notify Secured Party promptly if it knows or has reason to know that any application or registration relating to any patent, trademark or copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any patent, trademark or copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any patent, trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Secured Party prior written notice thereof, and, upon request of Secured Party, Grantor shall execute and deliver any and all Patent Agreements, Copyright Agreements or Trademark Agreements as Secured Party may request to evidence Secured Party's Lien on such patent, trademark or copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(d) Grantor shall take all actions necessary or requested by Secured Party to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the patents, trademarks and copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of non-contestability and opposition and interference and cancellation proceedings.

**14. Indemnification.** In any suit, proceeding or action brought by Secured Party relating to any Collateral for any sum owing with respect thereto or to enforce any rights or claims with respect thereto, Grantor will save, indemnify and keep Secured Party harmless from and against all expense (including reasonable attorneys' fees and expenses), loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Account Debtor or other Person obligated on the Collateral, arising out of a breach by Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to, or in favor of, such obligor or its successors from Grantor, except in the case of Secured Party, to the extent such expense, loss, or damage is attributable solely to the gross negligence or willful misconduct of Secured Party as finally determined by a court of competent jurisdiction. All such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Secured Party.

**15. Limitation On Liens On Collateral.** Grantor will not create, permit or suffer to exist, and will defend the Collateral against, and take such other action as is necessary to remove, any Lien on the Collateral except Liens arising hereunder, and will defend the right, title and interest of Secured Party in and to any of Grantor's rights under the Collateral against any Lien or claim made or asserted against any of the Collateral by any and all Persons whomsoever, except for Liens permitted hereunder.

**16. Notice of Event of Default.** Grantor will advise Secured Party promptly, in reasonable detail, regarding the occurrence of any Event of Default.

**17. Remedies; Rights upon Default.**

(a) In addition to all other rights and remedies granted to it under this Agreement and under any other instrument or agreement securing, evidencing or relating to any of the Obligations, if any Event of Default shall have occurred and be continuing, Secured Party may exercise all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith enter upon the premises of Grantor where any Collateral is located through self-help, without judicial process, without first obtaining a final judgment or giving Grantor or any other Person notice and opportunity for a hearing on Secured Party's claim or action and may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and



deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at a public or private sale or sales, at any exchange at such prices as it may deem acceptable, for cash or on credit or for future delivery without assumption of any credit risk. Secured Party shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of Secured Party, the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption Grantor hereby releases. Such sales may be adjourned and continued from time to time with or without notice. Secured Party shall have the right to conduct such sales on Grantor's premises or elsewhere and shall have the right to use Grantor's premises without charge for such time or times as Secured Party deems necessary or advisable.

(b) Grantor further agrees, at Secured Party's request, to assemble the Collateral and make it available to Secured Party at a place or places designated by Secured Party which are reasonably convenient to Secured Party and Grantor, whether at Grantor's premises or elsewhere. Until Secured Party is able to effect a sale, lease, or other disposition of the Collateral, Secured Party shall have the right to hold or use the Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by Secured Party. Secured Party shall have no obligation to Grantor to maintain or preserve the rights of Grantor as against third parties with respect to any Collateral while such Collateral is in the possession of Secured Party. Secured Party may, if it so elects, seek the appointment of a receiver or keeper to take possession of the Collateral and to enforce any of Secured Party's remedies, with respect to such appointment without prior notice or hearing as to such appointment. Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Obligations as Secured Party deems appropriate in its sole discretion, and only after so paying over such net proceeds, and after the payment by Secured Party of any other amount required by any provision of law, need Secured Party account for the surplus, if any, to Grantor. To the maximum extent permitted by applicable law, Grantor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention or sale of the Collateral except such as arise solely out of the gross negligence or willful misconduct of Secured Party as finally determined by a court of competent jurisdiction. Grantor agrees that ten (10) days prior notice by Secured Party of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations, including any attorneys' fees or other expenses incurred by Secured Party to collect such deficiency.

(c) Except as otherwise specifically provided herein, Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Agreement or any Collateral.

(d) To the extent that applicable law imposes duties on Secured Party to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not commercially unreasonable for Secured Party (a) to fail to incur expenses reasonably deemed significant by Secured Party to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for

disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (d) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other Persons, whether or not in the same business as Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (h) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (k) to purchase insurance or credit enhancements to insure Secured Party against risks of loss, collection or disposition of Collateral or to provide to Secured Party a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Secured Party in the collection or disposition of any of the Collateral. Grantor acknowledges that the purpose of this Section 17(d) is to provide non-exhaustive indications of what actions or omissions by Secured Party would not be commercially unreasonable in Secured Party's exercise of remedies against the Collateral and that other actions or omissions by Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 17(d). Without limitation upon the foregoing, nothing contained in this Section 17(d) shall be construed to grant any rights to Grantor or to impose any duties on Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 17(d).

(e) GRANTOR HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVES ALL RIGHTS WHICH IT HAS UNDER CHAPTER 14 OF TITLE 44 OF THE OFFICIAL CODE OF GEORGIA OR UNDER ANY SIMILAR PROVISION OF APPLICABLE LAW TO NOTICE AND TO A JUDICIAL HEARING PRIOR TO THE ISSUANCE OF A WRIT OF POSSESSION ENTITLING SECURED PARTY, OR THE SUCCESSORS AND ASSIGNS OF SECURED PARTY, TO POSSESSION OF THE COLLATERAL UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND WITHOUT LIMITING ANY OTHER RIGHT WHICH SECURED PARTY MAY HAVE, GRANTOR CONSENTS THAT IF SECURED PARTY FILES A PETITION FOR AN IMMEDIATE WRIT OF POSSESSION IN COMPLIANCE WITH SECTIONS 44-14-261 AND 44-14-262 OF THE OFFICIAL CODE OF GEORGIA OR UNDER ANY SIMILAR PROVISION OF APPLICABLE LAW, AND THIS WAIVER OR A COPY HEREOF IS ALLEGED IN SUCH PETITION AND ATTACHED THERETO, THE COURT BEFORE WHICH SUCH PETITION IS FILED MAY DISPENSE WITH ALL RIGHTS AND PROCEDURES HEREIN WAIVED AND MAY ISSUE FORTHWITH AN IMMEDIATE



WRIT OF POSSESSION IN ACCORDANCE WITH CHAPTER 14 OF TITLE 44 OF THE OFFICIAL CODE OF GEORGIA OR IN ACCORDANCE WITH ANY SIMILAR PROVISION OF APPLICABLE LAW, WITHOUT THE NECESSITY OF AN ACCOMPANYING BOND AS OTHERWISE REQUIRED BY SECTION 44-14-263 OF THE OFFICIAL CODE OF GEORGIA OR BY ANY SIMILAR PROVISION UNDER APPLICABLE LAW.

18. **Grant Of License To Use Intellectual Property.** For the purpose of enabling Secured Party to exercise rights and remedies under Section 17 hereof (including, without limiting the terms of Section 17 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of the Collateral) at such time as Secured Party shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Proprietary Rights now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

19. **Limitation on Secured Party's Duty in Respect of Collateral.** Secured Party shall use reasonable care with respect to the Collateral in its possession or under its control. Secured Party shall not have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

20. **Miscellaneous.**

(a) **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(b) **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.





(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement is to be read, construed and applied together with the Loan Agreement and the other agreements, documents and instruments entered into from time to time in connection therewith which, taken together, set forth the complete understanding and agreement of Secured Party and Grantor with respect to the matters referred to herein and therein.

(d) **No Waiver; Cumulative Remedies.** Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Secured Party and then only to the extent therein set forth. A waiver by Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that Secured Party would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Secured Party and Grantor.

(e) **Limitation by Law.** All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

(f) **Termination of this Agreement.** Subject to Section 20(a) hereof, this Agreement shall terminate upon the payment in full of all Obligations (other than indemnification Obligations as to which no claim has been asserted).

(g) **Successors and Assigns.** This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of Grantor) and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted to Secured Party hereunder. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement.



(h) **Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This Agreement may be executed by manual signature, facsimile or, if approved in writing by Secured Party, electronic means, all of which shall be equally valid.

(i) **Governing Law.** IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. GRANTOR HEREBY CONSENTS AND AGREES THAT THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA LOCATED IN THE SOUTHERN DISTRICT OF MANHATTAN SHALL HAVE NON-EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR AND SECURED PARTY PERTAINING TO THIS AGREEMENT OR ANY AGREEMENT, DOCUMENT OR INSTRUMENT EXECUTED FROM TIME TO TIME IN CONNECTION HEREWITH OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SUCH AGREEMENT, DOCUMENT OR INSTRUMENT, PROVIDED, THAT SECURED PARTY AND GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF SUCH JURISDICTIONS, AND, PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE SECURED PARTY FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SECURED PARTY. GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH IN THE LOAN AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID.

(j) **Waiver of Jury Trial.** BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT DISPUTES ARISING HEREUNDER OR RELATING HERETO BE RESOLVED BY A JUDGE

APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SECURED PARTY AND GRANTOR ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO.

(k) **Section Titles.** The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

(l) **No Strict Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(m) **Advice of Counsel.** Each of the parties represents to each other party hereto that it has discussed this Agreement and, specifically, the provisions of Section 20(i), and (j), with its counsel.

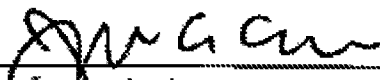
(n) **Benefit of Secured Party.** All Liens granted or contemplated hereby shall be for the benefit of Secured Party, and all proceeds or payments realized from Collateral in accordance herewith shall be applied to the Obligations in accordance with the terms of the Credit Agreement or as the Secured Party may otherwise determine in its sole discretion.

*[Signatures On Next Page]*



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**IN THE PLAY, INC.** as Grantor

By:   
Name: James A. Aman  
Title: President

**MAXX HOLDINGS INC.**  
as Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE I**  
**to**  
**AGREEMENT**

**LOCATION OF COLLATERAL**

- A. Location of Chief Executive Office: 335 North Broad Street, Lansdale PA 19446
- B. Location of Books and Records: 335 North Broad Street, Lansdale PA 19446
- C. Location of Collateral: 335 North Broad Street, Lansdale PA 19446

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**SCHEDULE II**  
**to**  
**AGREEMENT**

**JURISDICTION OF ORGANIZATION**

- A. Grantor's official name: IN THE PLAY, INC.
- B. Type of entity: Corporation
- C. Place of Incorporation or Organization: Pennsylvania, USA

A handwritten signature in black ink, appearing to be "Jen", located in the bottom right corner of the page.

**SCHEDULE III****Patents, Trademarks and Copyrights**

<b>Title</b>	<b>Country</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
Multiple Object Tracking System	USA	09/197,219	11/20/1998	6,567,116	5/20/2003
Multiple Object Tracking System	CA		11/17/1999	2,351,230	6/29/2010
Method for Representing Real-Time Motion	USA	09/510,922	2/22/2000	6,707,487	3/16/2004
Optimizations for Live Event, Real-time, 3D Object Tracking	USA	10/006,444	11/20/2001	7,483,049	1/27/2009
Optimizations for Live Event, Real-time, 3D Object Tracking	CA	2,467,545	11/20/2002		
Optimizations for Live Event, Real-time, 3D Object Tracking	PCT	PCT/US2002/37289	11/20/2002		
Optimizations for Live Event, Real-time, 3D Object Tracking	USA	12/287,339	10/8/2008		
Automatic Event Videoing, Tracking and Content Generation System	USA	60/563,091	4/16/2004		
Automatic Event Videoing, Tracking and Content Generation System	USA	11/578,710	6/12/2007		

Automatic Event Videoing, Tracking and Content Generation System	PCT	PCT/US2005/013132	4/18/2005		
Automatic Event Videoing, Tracking and Content Generation System	CA	2,563,478	4/18/2005		
Automatic Event Videoing, Tracking and Content Generation System	EP	05762513.9	4/18/2005		
System for Relating Scoreboard Information with Event Video	USA	60/842,700	9/6/2006		
System for Relating Scoreboard Information with Event Video	USA	11/899,488	9/6/2007		
System and Methods for Translating Sports Tracking Data into Statistics and Performance Measurements	USA	60/843,677	9/11/2006		
System and Methods for Translating Sports Tracking Data into Statistics and Performance Measurements	USA	12/438,613	2/5/2010		
System and Methods for Translating Sports Tracking Data into Statistics and Performance Measurements	PCT	PCT/US2007/019725	9/11/2007		
System and Methods for Translating Sports Tracking Data into Statistics and Performance Measurements	CA	2,662,136	9/11/2007		

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System and Methods for Translating Sports Tracking Data into Statistics and Performance Measurements	EP	07838027.6	9/11/2007		
Session Automated Recording Together with Rules based Indexing and Analysis (SARTRIA)	USA	61/192,034	9/15/2008		
Session Automated Recording Together with Rules based Indexing and Analysis (SARTRIA)	PCT	PCT/US2009/056805	9/14/2009		
Sports Scorekeeping System with Integrated Scoreboard and Automatic Entertainment System	USA	61/399,167	7/8/2010		

*Jan*