

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>James A. Aman</td> <td>02/02/2004</td> </tr> <tr> <td>William R. Haller</td> <td>02/02/2004</td> </tr> </tbody> </table>		Name	Execution Date	James A. Aman	02/02/2004	William R. Haller	02/02/2004				
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RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>InThePLAY, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>335 North Broad Street</td> </tr> <tr> <td>City:</td> <td>Lansdale</td> </tr> <tr> <td>State/Country:</td> <td>PENNSYLVANIA</td> </tr> <tr> <td>Postal Code:</td> <td>19446</td> </tr> </table>		Name:	InThePLAY, Inc.	Street Address:	335 North Broad Street	City:	Lansdale	State/Country:	PENNSYLVANIA	Postal Code:	19446
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PROPERTY NUMBERS Total: 3											
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Application Number:	10006444										
CORRESPONDENCE DATA											
<p>Fax Number: (215)568-6499</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 215-568-6400</p> <p>Email: DPorreca@volpe-koenig.com</p> <p>Correspondent Name: Volpe and Koenig, P.C.</p> <p>Address Line 1: 30 S. 17th Street, Suite 1600</p> <p>Address Line 4: Philadelphia, PENNSYLVANIA 19103</p>											
ATTORNEY DOCKET NUMBER:	GBL-1B										
NAME OF SUBMITTER:	Sarah E. Galbraith										
Total Attachments: 7											

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PATENT
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of this first (2nd) day of February, 2004 (the "Effective Date"), is by and between individuals James A. Aman & William R. Haller (collectively "Aman-Haller") and InThePLAY, Inc., a Pennsylvania corporation ("ITP").

WHEREAS, Aman-Haller desire to assign their intellectual property, as more fully defined below (the "Intellectual Property") to ITP; and

WHEREAS, pursuant to this Assignment, Aman-Haller shall transfer the Intellectual Property to ITP as of the Effective Date, in exchange for One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

NOW, THEREFORE, in consideration of the covenants, conditions, representations, and warranties contained in this Assignment, the parties, intending to be legally bound, agree as follows:

1. Definitions

The terms set forth below shall have the following meanings:

"U.S. Patents" shall mean the United States patents, reissues, and reexaminations listed in Schedule A from time to time.

"U.S. Patent Applications" shall mean the United States patent applications listed in Schedule A from time to time, all divisions and continuations of those applications and all patents which may subsequently be granted of any of the U.S. patent applications and all reissues, extensions, and reexaminations of them.

"Lab Notes" shall mean the Inventor's lab notes, drawings and specifications created to describe the concepts and ideas listed in Schedule A from time to time.

"Trademarks and Other IP" shall mean the United States Trademarks and Trade Names and Internet Domain Names listed or referred to in Schedule A from time to time.

"Foreign Patents" shall mean the foreign patents and registrations of patents listed in Schedule A from time to time.

"Foreign Patent Applications" shall mean the foreign patent applications listed, all foreign applications resulting from any U.S. patent application or foreign patent application listed in Schedule A from time to time, all divisions and continuations of the

applications and all patents which may subsequently be granted on any of the foreign patent applications and all reissues, extensions, reexaminations, and registrations of them.

"Patents" shall mean the U.S. Patents and the Foreign Patents.

"Patent Applications" shall mean the U.S. Patent Applications and the Foreign Patent Applications.

"Intellectual Property" shall mean the Patents, Patent Applications, Lab Notes and Trademarks and Other IP as defined above.

2. **Transfer of Intellectual Property**

(a) Aman-Haller hereby assign, sell, transfer, convey, set over, and deliver to ITP, and ITP hereby purchases and accepts, all right and title to and in the Intellectual Property of Aman-Haller, as listed in Schedule A, and to enforce such rights, title, and interest by lawsuit or otherwise.

(b) ITP shall assume all control of and responsibility for the Intellectual Property, including the filing of patent applications to protect such Intellectual Property and the right to assert claims under the Intellectual Property against others. ITP shall assert such rights and make such claims, and ITP shall license the Intellectual Property rights as the management of ITP determines from time to time without restrictions by Aman-Haller. ITP shall undertake whatever actions, including but not limited to executing any necessary documents, in order to obtain protection for the Intellectual Property in the United States and in any other country of the world deemed appropriate by ITP management.

(c) Subject to Paragraph 4 hereof, ITP shall assume all financial responsibility with respect to any and all costs associated with maintaining the intellectual property, including but not limited to, foreign and domestic patent fees, reissue fees, maintenance fees, surcharges and late fees, attorney fees and taxes.

3. **Payment of Consideration.** On the Effective Date and in exchange for the Intellectual Property transferred under this Assignment, ITP shall pay One Dollar (\$1.00) to Aman-Haller.

4. **No Assumption of Liabilities.** It is expressly understood and agreed that ITP is not assuming and shall not be liable for any obligations or liabilities of Aman-Haller of any kind or nature whatsoever, except for any and all obligations or liabilities of Aman-Haller expressly transferred to and assumed by ITP pursuant to this Assignment, which shall expressly include all current obligations between Aman-Haller

and patent counsel Ratner Prestia applicable to the Intellectual Property listed in Schedule A as of the execution date of this Assignment.

5. **Further Assurances.** Aman-Haller shall perform such further acts and execute, acknowledge, and deliver such further bills of sale, assignments, transfers, conveyances, powers of attorney, consents, assurances, and other documents and instruments as ITP may request to vest ownership in ITP and to protect ITP's right, title, interest in, and enjoyment of the Intellectual Property.

6. **Controlling Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Pennsylvania at the time of execution of this Assignment, notwithstanding any conflict-of-laws doctrines to the contrary.

7. **Binding Nature of Assignment.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. **Execution of Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears on the counterpart, and all of which shall together constitute one and the same instrument.

9. **Confidentiality.** Aman-Haller and ITP will use reasonable efforts to keep confidential any confidential Intellectual Property, including continuing to protect the confidential nature of such confidential Intellectual Property.

10. **Entire Assignment.** This Assignment contains the entire understanding between the parties with respect to the subject matter, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. This Assignment may not be modified or amended other than by an agreement in writing.

IN WITNESS WHEREOF, the parties by their authorized representatives have executed and delivered this Assignment as of the date and time first above written.

Aman-Haller

InThePLAY, Inc.

By: _____

By: _____

James A. Aman

By: _____

Title: _____

William R. Haller

Schedule A

IP Title	Application Serial No. or Patent No.
Multiple Object Tracking System	US 6,567,116 B1 (and related PCT filing)
Method For Representing Real-Time Motion	US app serial # 09/510,922 (and related PCT filing)
Employing Electromagnetic By-Product Radiation for Object Tracking	US app serial # 09/881,430 (and related PCT filing)
Optimizations for Live Event, Real-time, 3-D Object Tracking	US app serial # 10/006,444 (and related PCT filing)
Automated Sports Tracking and Filming System	US app serial # 10/271,184 (and related PCT filing)
Digital encoding of object movement via machine vision apparatus	Lab Notes and Disclosures to Ratner Prestia
Computer controlled filming of object movement	Lab Notes and Disclosures to Ratner Prestia
Techniques for compressing, transmitting and decompressing the encoded movement and captured film including enhancements to existing MPEG methodologies	Lab Notes and Disclosures to Ratner Prestia
Automatic computer systems for announcing the flow of object movement	Lab Notes and Disclosures to Ratner Prestia
Automatic authoring of multi-media materials related to encoded and filmed object movement	Lab Notes and Disclosures to Ratner Prestia
Methods for qualifying the encoded movements and establishing predictive norms	Lab Notes and Disclosures to Ratner Prestia
Methods for creating life-like simulators based upon the predictive norms	Lab Notes and Disclosures to Ratner Prestia
"intheplay.com" registered Internet domain name	Trademarks and Other IP
"Stealth Tracking" and other product names appearing in business materials	Trademarks and Other IP

RELEASE AND FINAL SETTLEMENT

For and in consideration of the amount of one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, William Haller ("HALLER"), his successors and assigns hereby renounce any and all claims to any shares, options, warrants, dividends, revenue or any other financial benefit whatsoever from InThePlay, Inc., its predecessor companies, subsidiaries and affiliated corporations as well as any and all past, present and future directors, officers, shareholders, employees and agents, (collectively, the "COMPANY") and hereby irrevocably and forever release and discharge the COMPANY from any and all claims, demands or causes of action of whatever nature, existing or contingent, which HALLER, his successors and assigns has or may have, now or in the future, arising from or related in any way to his activities on behalf of the COMPANY.

The parties hereto agree and acknowledge that Haller, his successors and assigns hereby renounce any and all rights in and to any and all intellectual property developed by the COMPANY during the period in which Haller was involved in activities on behalf of the COMPANY and that Haller, his successors and assign remain bound by the terms and conditions of the Intellectual Property Assignment dated August 1, 2003.

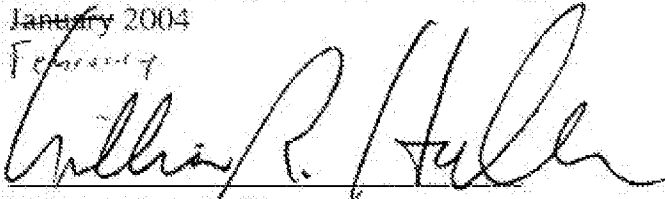
The parties hereto agree and acknowledge that all matters pertaining to this present Release and Final Settlement, its terms and the negotiations leading to its execution shall be kept confidential. The parties further agree that in response to any inquiry regarding these proceedings, they shall respond only that "the matter has been resolved". No party hereto shall reveal any facts or information regarding the Release and Final Settlement to any person, corporation, partnership or any other entity, except to their respective attorneys, tax advisors, officers and directors, all of whom shall be instructed to maintain such confidentiality. Notwithstanding the foregoing:

- (a) nothing herein shall preclude the parties from using information concerning the Release and Final Settlement to enforce the terms herein; and
- (b) each party is permitted to disclose such information as reasonably necessary in connection with preparation or review of income tax returns or as required by applicable authorities and agency filings.

The parties agree that the present Release and Final Settlement are voluntarily accepted for the purpose described in the first paragraph, above and does not represent an admission of liability by any of the parties.

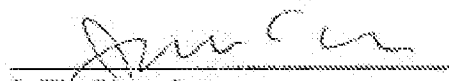
Dated at Philadelphia this 2 day of
January 2004

February

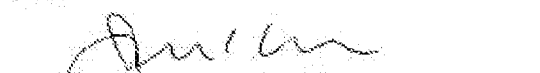

WILLIAM HALLER

Dated at Philadelphia this 2 day of
January 2004

February


InThePlay, Inc.

Per:


Jim Aman

PATENT

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RELEASE AND FINAL SETTLEMENT

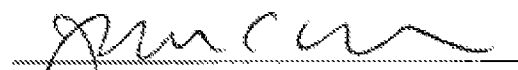
For and in consideration of the amount of one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, James Aman ("AMAN"), his successors and assigns hereby irrevocably and forever release and discharge HALLER from any and all claims, demands or causes of action of whatever nature, existing or contingent, which AMAN, his successors and assigns has or may have, now or in the future, arising from or related in any way, but not limited to, any outstanding and future invoices from patent counsel Ratner and Prestia relating to intellectual property as listed in attached Schedule A, is and has always been AMAN's responsibility.

The parties hereto agree and acknowledge that all matters pertaining to this present Release and Final Settlement, its terms and the negotiations leading to its execution shall be kept confidential. The parties further agree that in response to any inquiry regarding these proceedings, they shall respond only that "the matter has been resolved". No party hereto shall reveal any facts or information regarding the Release and Final Settlement to any person, corporation, partnership or any other entity, except to their respective attorneys, tax advisors, officers and directors, all of whom shall be instructed to maintain such confidentiality. Notwithstanding the foregoing:

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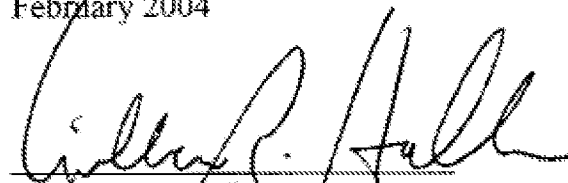
The parties agree that the present Release and Final Settlement are voluntarily accepted for the purpose described in the first paragraph, above and does not represent an admission of liability by any of the parties.

Dated at Philadelphia this 8th day of
February 2004



JAMES AMAN

Dated at Philadelphia this 8th day of
February 2004



William R. Haller

RELEASE AND FINAL SETTLEMENT

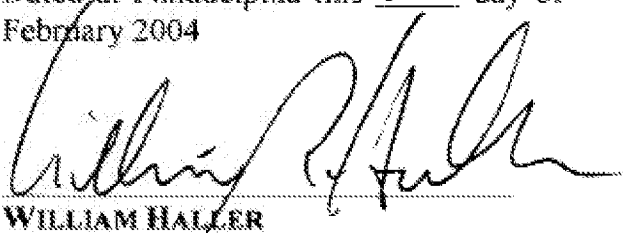
For and in consideration of the amount of one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, InThePlay, Inc., its predecessor companies, subsidiaries and affiliated corporations as well as any and all past, present and future directors, officers, shareholders, employees and agents, (collectively, the "COMPANY") and its successors and assigns hereby irrevocably and forever release and discharge HALLER from any and all claims, demands or causes of action of whatever nature, existing or contingent, which COMPANY, its successors and assigns has or may have, now or in the future, arising from or related in any way to HALLER'S activities on behalf of the COMPANY.

The parties hereto agree and acknowledge that all matters pertaining to this present Release and Final Settlement, its terms and the negotiations leading to its execution shall be kept confidential. The parties further agree that in response to any inquiry regarding these proceedings, they shall respond only that "the matter has been resolved". No party hereto shall reveal any facts or information regarding the Release and Final Settlement to any person, corporation, partnership or any other entity, except to their respective attorneys, tax advisors, officers and directors, all of whom shall be instructed to maintain such confidentiality. Notwithstanding the foregoing:

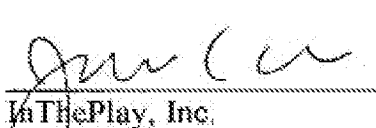
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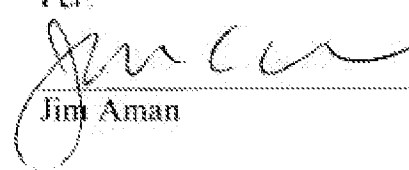
Dated at Philadelphia this 8th day of
February 2004


WILLIAM HALLER

Dated at Philadelphia this 8th day of
February 2004


InThePlay, Inc.

Per:


Jim Aman