

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SportRX, Inc.	03/14/2011
RECEIVING PARTY DATA	
Name:	Presby LLC
Street Address:	130 N Garland Ct. #5702
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7117990
CORRESPONDENCE DATA	
Fax Number:	(312)957-4292
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(773) 230-2102
Email:	GeoffreyHarris77@Gmail.com
Correspondent Name:	Geoffrey Harris
Address Line 1:	130 N Garland Ct. #5702
Address Line 4:	Chicago, ILLINOIS 60602
NAME OF SUBMITTER:	Geoffrey Harris
Total Attachments: 6 source=Patent 7117990 Assignment#page1.tif source=Patent 7117990 Assignment#page2.tif source=Patent 7117990 Assignment#page3.tif source=Patent 7117990 Assignment#page4.tif source=Patent 7117990 Assignment#page5.tif source=Patent 7117990 Assignment#page6.tif	

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PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of March 14, 2011 ("Effective Date") by and between Sportrx Inc, a California corporation (the "Assignor") and Presby LLC, an Illinois limited liability company (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor has ownership of a patent listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Patent"); and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its of its right, title, and interest in and to the Patent; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Patent; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

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

1. ASSIGNMENT OF PATENTS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all the above-designated of the Assignor's right, title, and interest in and to the following,

- (a) the Patent and all rights to sue for past and future infringements described in Schedule 1 hereto;

2. CONSIDERATION.

As consideration for the assignment of the Inventions and the Patents and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of thirty thousand dollars (\$30,000), to be paid within seven (7) days of the Effective Date (the "Consideration").

3. AUTHORIZATION TO DIRECTOR.

The Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue said Patent to the Assignee, [of the entire right, title, and interest in and to

the same,] for the Assignee's sole use and behoof, and for the use and behoof of the Assignee's legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made.

4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the patent and has the authority assign the patent.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

6. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Patent and/or any associated registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

7. NO FURTHER USE OF INVENTIONS OR PATENTS.

After the Effective Date, the Assignor agrees to make no further use of the patent or any patent equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Patent.

8. INDEMNIFICATION.

Assignee covenants and agrees to pay, and to indemnify and hold harmless, Assignor and its shareholders, directors, officers, employees, agents, representatives, subsidiaries and affiliates against all claims, demands, actions, losses, obligations, liabilities, encumbrances, damages, settlements, payments, recoveries and deficiencies of any kind whatsoever related to the sale of the product.

9. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

10. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

11. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:
SportRx Inc
PMB 412, 991 Lomas Santa Fe Dr
Solana Beach CA 92075 _____

If to the Assignee:
Geoffrey Harris
Presby LLC
130 N Garland Ct #5702
Chicago, IL 60602

12. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of California. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

13. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

14. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

15. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

16. HEADINGS.

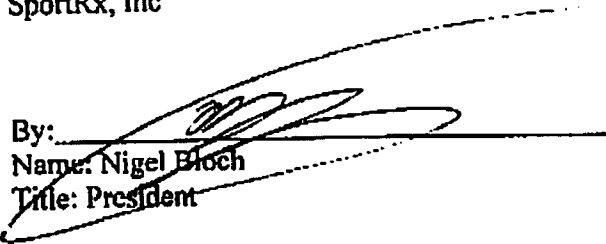
Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

SportRx, Inc

By: 
Name: Nigel Bloch
Title: President

ASSIGNEE

Presby LLC

By: 
Name: Geoffrey Harris
Title: President

Patent Assignment

PATENT
REEL: 025958 FRAME: 0233

SCHEDULE 1

LIST OF PATENTS

Invention Name	Name(s) of Inventors	Appl number	Patent number)	Issue Date
Credit-card modular two-component wallet-reader set	Richard Sarif	10/862,639	7,117,990	10/102006