

Attorney Docket No.: 37691-520001US

U.S. DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

FORM PTO-1595 (Rev. 08-05)

OMB No. 0651-0027 (exp. 6/30/2008)

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)
GOODWELL INTERNATIONAL LIMITED
Columbus Centre Building
Road Town
Tortola, British Virgin Islands
Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies)
FLOW SPORTS, INC.
1021 Calle Recodo
San Clemente, California 92673
United States
Additional name(s) of conveying party(ies) attached? No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) December 1, 2009
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)
Additional numbers attached? No

This document is being filed together with a new application
B. Patent No.(s)
7,654,554
Yes No

5. Name and address to whom correspondence Concerning document should be mailed:
FRED C. HERNANDEZ
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
3580 Carmel Mountain Road, Suite 300
San Diego, CA 92130

6. Total number of applications and patents Involved: 1

7. Total Fee (37 CFR 1.21(h) & 3.41) \$40
Authorized to be charged by credit card
Authorized to be charged to deposit account
Enclosed
None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 numbers
Expiration Date
b. Deposit Account Number 50-0311
Authorized User Name Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

9. Signature: [Signature]
Fred C. Hernandez, Reg. No. 41,832
Name of Person Signing

March 23, 2011
Date

Total number of pages including cover Sheet, attachments, and documents: 16

CH \$40.00 500311 765455

ASSIGNMENT

GOODWELL INTERNATIONAL, LTD., a limited liability company organized and validly existing under the laws of the British Virgin Islands ("Goodwell" or "Assignor"), owns the entire right, title and interest in, to and under the Goodwell patents and patent applications ("Goodwell Patents"), which are specifically identified and listed in **Schedule A**, attached hereto, incorporated herein and made a part hereof; and

Assignor desires to sell, transfer and assign to **FLOW SPORTS, INC.**, a corporation organized and validly existing under the laws of the state of California ("Flow" or "Assignee"), all of its right, title and interest in and to the Goodwell Patents owned by Assignor as listed on **Schedule A**, in connection with Flow's acquisition of business assets and all associated goodwill represented by such trademarks under a separate Sale and Purchase Agreement dated January 23, 2009;

NOW, THEREFORE, in connection with such separate Sale and Purchase Agreement by and among Assignor and Assignee, dated as of January 23, 2009, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of Assignor's worldwide right, title and interest in and to the Goodwell Patents, including issued patents and currently pending patent applications, and any patent issuing from said pending applications identified in **Schedule A** hereto, and any and all renewals, revivals, reissues, reexaminations, and extensions thereof in the United States or in any country, including Assignor's right to sue for and collect damages and other recoveries for past infringement thereof; and the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon; including without limitation all rights of priority in any country of the world, in and to the inventions, discoveries and applications of the Goodwell Patents, including issued patents and currently pending patent applications, and any Goodwell Patent issuing from said pending applications identified in **Schedule A** hereto; the same to be held and enjoyed by the Assignee successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

Assignor agrees, at any time, upon the request of the Assignee, to execute and to deliver to the Assignee any additional applications for patents for the inventions and discoveries contained on Schedule A attached hereto, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Goodwell Patents, including issued patents and currently pending patent applications, and any Goodwell Patent issuing from said pending applications issuing on or pertaining to the inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

Assignor further agrees to execute and deliver any further papers upon the request of the Assignee as may be necessary and proper to vest full title and control in and to the Goodwell Patents in the Assignee throughout all countries of the world, and otherwise to take necessary actions to give full effect to and to perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

Assignor hereby authorizes and requests the competent authorities to grant and to issue any and all such Goodwell Patents, including issued patents and currently pending patent applications, and any Goodwell Patent issuing from said pending applications in the United States and throughout the world to the Assignee of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, sale and transfer not been made.

Assignee hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

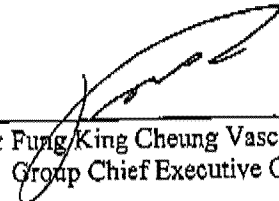
Assignor further covenants that it will, upon Assignee's request, promptly provide all pertinent facts and documents relating to the invention and the Goodwell Patents, including

issued patents and currently pending patent applications, and any Goodwell Patent issuing from said pending applications identified in Schedule A attached hereto and legal equivalents as may be known and accessible to Assignor, and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the invention and the Goodwell Patents, including issued patents and currently pending patent applications, and any Goodwell Patent issuing from said pending applications identified in Schedule A attached hereto and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

[The remainder of this page left blank]

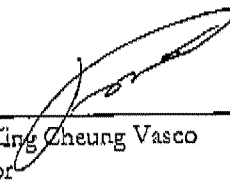
IN WITNESS whereof the Assignor has duly executed this Agreement this 1 day of December, 2009.

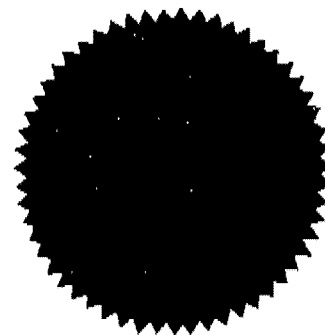
ASSIGNOR: Goodwell International, Ltd.


Name: Fung King Cheung Vasco
Title: Group Chief Executive Officer

The Common Seal of)
GOODWELL INTERNATIONAL LTD.)
Is herunto affixed by resolution of its)
Board of Directors in the presence of:)

[corporate seal here]


Fung King Cheung Vasco
Director



ASSIGNEE hereby acknowledges receipt of the entire right, title and interest in and to the Patents.

EXECUTED this 1 day of December, 2009.

ASSIGNEE: Flow Sports, Inc.

Anthony Scaturro

Name: Anthony Scaturro
Title: Chief Executive Officer

State of California :

: ss.

County of _____ :

Before me this _____ day of _____, 2009, personally appeared Anthony Scaturro known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

All copies attached (M)

Notary Public

My Commission Expires:

[Notary's Seal Here]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On Dec 1, 2009 before me, MARY J. PENNINGTON, NOTARY PUBLIC

personally appeared Anthony Scaturro

Here Insert Name and Title of the Officer

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary J. Pennington

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment

Document Date: Dec. 1, 2009

Number of Pages: 13

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Schedule A

GOODWELL PATENTS

<u>TITLE</u> <u>(INVENTOR)</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING</u> <u>DATE</u>	<u>PATENT NO.</u> <u>(IF ISSUED)</u>
Modular Snowboard Binding (Nelley)				
Modular Snowboard Binding	U.S.	60/722,664	Sep 30, 2005	Expired
Modular Binding for Sports Board	U.S.	11/541,435	Sep 29, 2006	Pending
Articulating Footwear (Nelley)				
Articulating Footwear for Sports Activity	U.S.	60/758,952	Jan 13, 2006	Expired
Articulating Footwear for Sports Activity	U.S.	11/622,421	Jan 11, 2007	Pending
Articulating Footwear for Sports Activity	U.S.	PCT/US2007/000866	Jan 11, 2007	Pending
Articulating Footwear	European Patent Office (EP)	07717749.1	Aug 6, 2008	Pending
Whiskey X utility (Scaturro)				
Sports Board with an Interlocking Structure	U.S.	60/797,113	May 2, 2006	Expired
Sports Board with an Interlocking Structure	U.S.	11/745,452	May 2, 2007	Pending
Whiskey X design (Scaturro)				
Sports Board	U.S.	29/262,378	Jun 30, 2006	US Patent No.: 7,308,581 Issued: Jun 3, 2008

<u>TITLE (INVENTOR)</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT NO. (IF ISSUED)</u>
NBC Binding (Elkington)				
Snowboard Binding	Germany	DE20031005764	Feb 11, 2003	Patent No.: DE 10305764 Granted: Apr 12, 2007
Snowboard Binding	European Patent Office (EP)	EP200400	Feb 10, 2004	Pending
Snowboard Binding	Japan	JP20040032838	Feb 10, 2004	Pending
Snowboard Binding	U.S.	10/772,022	Feb 4, 2004	US Patent No.: 7,232,132 Issued: Jun 19, 2007
Snowboard Binding	U.S.	11/411,709	Apr 25, 2006	US Patent No.: 7,367,579 Issued: May 6, 2008
Snowboard Binding	U.S.	11/956,197	Dec 13, 2007	Pending
Mini-ratchet (Neiley)				
Attachment and Adjustment Device for Binding System	U.S.	60/785,931	Mar 24, 2006	Expired
Locking Attachment and Adjustment Device	U.S.	11/691,420	Mar 26, 2007	Pending
Locking Attachment and Adjustment Device	U.S.	PCT/US2007/07750	Mar 26, 2007	Abandoned
iFlex design (Neiley)				
Instep Supporter	U.S.	29/259,276	May 2, 2006	Pending
Active Strap II (Neiley)				
System for Coupling Gear to the Human Body	U.S.	61/105,377	Oct 14, 2008	Pending
Rental Disc III, aka - Tool Free Adjustable Binding (Neiley)				
Binding for Sports Board	U.S.	60/934,789	Jun 14, 2007	Expired
Binding for Sports Board	U.S.	12/135,105	Jun 6, 2008	Pending
Binding for Sports Board	European Patent Office (EP)	08010323.7	Jun 6, 2008	Pending
Binding for Sports Board	South Korea	2008-55359	Jun 12, 2008	Pending
Binding for Sports Board	Japan	2008-154305	Jun 12, 2008	Pending

<u>TITLE (INVENTOR)</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT NO. (IF ISSUED)</u>
Power Triangle (Hansen)				
Snowboard Binding	Germany	DE1994435113	Sep 30, 1994	Abandoned
Snowboard Binding	European Patent Office (EP)	EP19950114675	Sep 18, 1995	Patent No.: EP 0705625 Issued: Jul 6, 1999 Granted
Snowboard Binding	Austria		Sep 18, 1995	Granted
Snowboard Binding	Switzerland		Sep 18, 2005	Granted
Snowboard Binding	Germany		Sep 18, 1995	Granted
Snowboard Binding	France		Sep 18, 1995	Granted
Snowboard Binding	Italy		Sep 18, 1995	Granted
Snowboard Binding	Japan	Oct 2, 1995	JP199502552 88	Patent No.: JP 3191000 Granted: Feb 25, 2001
Softboot (Hansen)				
Snowboard Boot	Germany	DE1994435959	Oct 7, 1994	Abandoned
Snowboard Shoe	European Patent Office (EP)	EP19950115789	Oct 6, 1995	Patent No.: EP 0705544 Issued: Jan 7, 1999 Granted
Snowboard Shoe	Austria		Oct 6, 1995	Granted
Snowboard Shoe	Switzerland		Oct 6, 1995	Granted
Snowboard Shoe	Germany		Oct 6, 1995	Granted
Snowboard Shoe	France		Oct 6, 1995	Granted
Snowboard Shoe	Italy		Oct 6, 1999	Granted
Snowboard Boot	U.S.	08/539,599	Oct 5, 1995	US Patent No.: 5,701,689 Issued: Dec 30, 1997 Abandoned
Boots for Snow Board	Japan	JP19950261812	Oct 9, 1995	Abandoned

<u>TITLE</u> <u>(INVENTOR)</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING</u> <u>DATE</u>	<u>PATENT NO.</u> <u>(IF ISSUED)</u>
Active Strap (Hansen)				
Binding for Athletic Gear	Germany	DE19951038662	Oct 17, 1995	Abandoned
Binding for Athletic Gear	Germany		Oct 14, 1996	Patent No.: DE 19642887 Granted
Binding for Athletic Gear	Austria		Oct 17, 1996	Patent No.: AT 409457 Granted
Binding for Athletic Gear	Switzerland		Oct 14, 1996	Patent No.: CH 591663 Granted
Binding for Athletic Gear	Canada	CA19962188084	Oct 17, 1996	Patent No.: CA 2188084 Issued: Dec 20, 2005
Binding Apparatus for Athletic Sport Tool	U.S.	08/730,811	Oct 17, 1996	US Patent No.: 5,971,423 Issued: Oct 26, 1999
Binding Apparatus for Athletic Sport Tool	Japan	JP19960275043	Oct 17, 1996	Abandoned
Automatic Binding (Hansen)				
Snowboard Binding	Germany	DE19961053162	Dec 19, 1996	Patent No.: DE 19553162
Snowboard Binding	U.S.	08/992,762	Dec 17, 1997	US Patent No.: 6,003,893 Issued: Dec 21, 1999
Snowboard Binding	European Patent Office (EP)	EP19970119179	Nov 3, 1997	Patent No.: EP 0848969 Granted
Snowboard Binding	Switzerland		Nov 3, 1997	Granted
Snowboard Binding	France		Nov 3, 1997	Granted
Snowboard Binding	Germany		Nov 3, 1997	Granted
Snowboard Binding	Finland		Nov 3, 1997	Abandoned
Snowboard Binding	U.K.-(GB)		Nov 3, 1997	Abandoned
Snowboard Binding	Italy		Nov 3, 1997	Abandoned
Snowboard Binding	Netherlands		Nov 3, 1997	Abandoned
Snowboard Binding	Sweden		Nov 3, 1997	Abandoned
Snowboard Binding	Denmark		Nov 3, 1997	Abandoned
Snowboard Binding	Austria		Nov 3, 1997	Abandoned

<u>TITLE</u> (<u>INVENTOR</u>)	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT NO.</u> (<u>IF ISSUED</u>)
Seam Shaping (Walther)				
Snowboard Binding	Germany	DE19961045416	Nov 4, 1996	Patent No.: DE 19645416 Issued: Apr 8, 1999
Spool on Footstrap (Elkington)				
Snowboard Binding	Germany	DE20021052635	Nov 11, 2002	Patent No.: DE 10252635 Granted
Snowboard Binding	European Patent Office (EP)	EP20030022343	Oct 4, 2003	Patent No.: EP 1417990 Granted: Apr 16, 2008
Snowboard Binding	Germany		Oct 4, 2003	Patent No.: DE 50309617.2-08 Granted
Snowboard Binding	France		Oct 4, 2003	Granted
Snowboard Binding	Switzerland		Oct 4, 2003	Granted
Snowboard Binding	Austria		Oct 4, 2003	Granted
Binding for Snowboard	Japan	JP2003-0376096	Nov 5, 2003	Patent No.: JP 4184922 Granted: Sep 12, 2008
Snowboard Binding	U.S.	10/705,584	Nov 10, 2003	US Patent No.: 6,938,913 Issued: Sep 6, 2005
Adjusting Footstrap (Elkington)				
Snowboard Binding	Germany	DE20031014741	Mar 28, 2003	Patent No.: DE 10314741 Granted
Snowboard Binding	European Patent Office (EP)	EP20040003348	Feb 14, 2004	Ntc of Allowance Dec 9, 2008 EP 1579776
Snowboard Binding	Japan	JP20040090975	Mar 26, 2004	Pending
Snowboard Binding	U.S.	10/810,537	Mar 26, 2004	US Patent No.: 7,237,794 Issued: Jul 3, 2007

<u>TITLE (INVENTOR)</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT NO. (IF ISSUED)</u>
Reel Lacing (Elkington)				
Laced Boot	Germany	DE20031011175	Mar 12, 2003	Patent No.: DE 10311175 Granted: May 25, 2005
Laced Boot	European Patent Office (EP)	EP20040003343	Feb 14, 2004	Ntc of Allowance Oct 10, 2008
Boots with Straps	Japan	JP20040071452	Mar 12, 2004	Pending
Laced Boot	U.S.	10/795,197	Mar 5, 2004	US Patent No.: 7,134,224 Issued: Nov 14, 2005
Rental Disc I (Elkington)				
Snowboard Binding	Germany	DE200310313342	Mar 25, 2003	Abandoned
Snowboard Binding	Japan	JP20040088414	Mar 25, 2004	Abandoned
Snowboard Binding	U.S.	10/808,103	Mar 24, 2004	US Patent No.: 7,063,946 Issued: Jun 20, 2006
Snowboard Binding	European Patent Office (EP)	EP20040005749	Nov 3, 2004	Patent No.: EP 1462151 Granted
Snowboard Binding	France		Mar 25, 2003	Granted
Snowboard Binding	Germany		Mar 25, 2003	Granted
Snowboard Binding	Austria		Mar 25, 2003	Abandoned
Snowboard Binding	Switzerland		Mar 25, 2003	Abandoned

<u>TITLE</u> <u>(INVENTOR)</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING</u> <u>DATE</u>	<u>PATENT NO.</u> <u>(IF ISSUED)</u>
Rental Disc II (Elkington)				
Snowboard Binding	Germany	DE20031043887	Sep 19, 2003	Patent No.: DE 10343887 Granted: Dec 9, 2004 Pending
Snowboard Binding	Japan		Sep 17, 2004	
Snowboard Binding	U.S.		Sep 13, 2004	US Patent No.: 7,390,010 Issued: Jun 24, 2008 Granted: Jun 25, 2008
Snowboard Binding	European Patent Office (EP)		Aug 20, 2004	
Snowboard Binding	Germany			
Snowboard Binding	Austria			
Snowboard Binding	Switzerland			
Snowboard Binding	France			
Hold-Down Hook (Elkington)				
Laced Boot	Germany	DE20031042236	Jan 11, 2003	Abandoned Patent No.: DE 10342236 Abandoned
Boot with Lacing Fastenings	European Patent Office (EP)	EP20040019304	Aug 13, 2004	Abandoned
Laced Boot	U.S.	10/937,013	Sep 9, 2004	Abandoned
Spacer - Boa System (Elkington)				
Laceup Snowboard Boot	Germany	DE20021008853	Mar 1, 2002	Patent No.: DE 10208853 Granted: Jun 16, 2003 Abandoned
Lace Shoes	Japan	JP20030056427	Mar 3, 2003	Abandoned
Lace Shoes	U.S.	10/376,987	Feb 28, 2003	Abandoned
Lace-Up Shoe	European Patent Office (EP)	EP20030004502	Feb 28, 2003	Patent No.: EP 1340435 Granted: May 31, 2007
Lace-Up Shoe	Germany			
Lace-Up Shoe	France			

<u>TITLE</u> <u>(INVENTOR)</u>	<u>COUNTRY</u>	<u>APPLICATION</u> <u>NO.</u>	<u>FILING</u> <u>DATE</u>	<u>PATENT NO.</u> <u>(IF ISSUED)</u>
Step-In Binding (Hansen)				
Step-In Binding for Snowboard	Germany	DE4435960	Oct 7, 1994	Abandoned Patent No.: DE 4435960 Issued: Mar 28, 1996
Lacing for a Sport Boot ()				
Lacing for a Sport Boot	Germany	DE2002017334	Oct 6, 2000	Patent No.: DE 20017334 Granted: Feb 15, 2001
Boot (Elkington)				
Boot	Germany	DE2004014807	Mar 24, 2004	Granted
Boot	Japan	JP2005086327	Mar 24, 2005	Pending
Boot	European Patent Office (EP)	EP05005821.3		Abandoned
Boot	U.S.	10/907,174	Mar 23, 2005	US Patent No.: 7,377,058 Issued: May 27, 2008