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Form PTO-1595 (Rev. 03-09)
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PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

2-9-11

1. Name of conveying party(ies)

Kwik Tek Inc.

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

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

Execution Date(s) February 9, 2011

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Change of assignment to Kwik Tek Inc.

2. Name and address of receiving party(ies)

Name: Kwik Tek Inc.

Internal Address: _____

Street Address: 12000 East 45th Avenue Unit 104

City: Denver

State: CO

Country: USA Zip: 80239

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

- 6,648,707 HARD BODY (PROTECTIVE COVER) UTILITY (INFLATABLE TOWABLE VEHICLE)

- 6,637,552 INFLATABLE VEHICLE BRAKING SYSTEM

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Aaron F. Kramer

Internal Address: _____

Street Address: 12000 East 45th Avenue Unit 104

City: Denver

State: CO Zip: 80239

Phone Number: 303-733-3722 ext:102

Fax Number: 303-733-8007

Email Address: aaron@airhead.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$80

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

February 9, 2011

Date

Aaron F. Kramer

Name of Person Signing

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

14

Recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Recordation Services, Director of the USPTO

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PATENT

REEL: 026424 FRAME: 0584

**IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF NEBRASKA**

| | | |
|-------------------------|---|----------------------|
| IN RE SPORTSSTUFF, INC. |) | Case No. BK 07-82643 |
| |) | |
| Debtor. |) | Chapter 11 |

**ORDER GRANTING MOTION FOR ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363,
365, FED. R. BANK P. 6003, 6004, 6006, AND LOCAL R. BANK. P. 6004-1: (I)
AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY
ALL DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES**

This matter is before the Court upon the: (i) Motion for Order pursuant to 11 U.S.C. §§ 105(a), 363, Fed. R. Bank. P. ("Rule") 6003 and 6004, and Local R. Bank. P. ("Local Rule") 6004-1 Authorizing and Approving the Sale of Substantially all Debtor's Assets ("Sale Assets") Free and Clear of Liens, Claims, Interests and Encumbrances ("Sale Motion"); (referred to herein as the "Motion") filed by SportsStuff, Inc., debtor and debtor in possession in the above captioned bankruptcy case ("Debtor").

THE COURT, BEING ADVISED IN THE PREMISES, FINDS AS FOLLOWS

A. On December 31, 2007, (the "Petition Date"), Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Nebraska.

B. Debtor has remained in possession of its assets and has continued to operate its business as debtor-in-possession in accordance with 11 U.S.C. §§ 1107 and 1108.

C. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§157 and 1334, and this is a core proceeding pursuant to 28 U.S.C. §157(b)(2). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. An Official Committee of Unsecured Creditors has been appointed in this case.

E. The statutory predicates for the relief sought in the Motion are §§ 105, 363 and 365 of the United States Bankruptcy Code.

F. On December 2, 2009, Debtor filed its Motion to Approve Bidding Procedures which was approved by order of this Court on January 22, 2010 (*See* Filing No. 735) ("Sale Procedures").

G. On March 12, 2010, Debtor filed the Motion (*See* Filing No. 767).

H. Proper, timely, adequate and sufficient notice of the Motion and the Sale Hearing has been given, and such notice was good, sufficient, and appropriate under the particular circumstances, and no other or further notice of the Motion and the Sale Hearing is or shall be required.

I. The Debtor: (i) has full power and authority to execute an asset purchase agreement, bill of sale, assumption and assignment agreement, and/or other documents (all such documents, the "Agreements") regarding or evidencing the consummation of the Sale, and all other transactions contemplated under any of the Agreements and/or this Order (the "Transactions"); (ii) has all of the power and authority necessary to consummate the Transactions; and (iii) has taken all action necessary to authorize and approve the Agreements, and no further actions are required for the Debtor to consummate such Transactions.

J. Approval of the Agreements and consummation of the Transactions at this time are in the best interests of the Debtor, its creditors, its estate, and all other parties in interest in the Bankruptcy Case.

K. The Debtor has demonstrated both: (i) good, sufficient, and sound business purpose and justification; and (ii) compelling circumstances for the Sale and the other Transactions pursuant to 11 U.S.C. §§ 363(b) and 365 prior to, and outside of, a plan of reorganization.

L. A reasonable opportunity to object or be heard with respect to the Motions and the relief requested therein has been afforded to all interested persons and entities, including:

- i. All entities known to have expressed an interest in a transaction with respect to the Sale Assets;
- ii. All entities known to have asserted any lien, claim, interest or encumbrance in or upon the Sale Assets;
- iii. All federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in any of the Sale Assets or the relief requested by the Motions;
- iv. The United States Trustee's office;
- v. The Internal Revenue Service;
- vi. The Nebraska Department of Revenue; and
- vii. All entities on the Service list for the Bankruptcy Case.

M. Kwik Tec, Inc. ("the Buyer") is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby. The Buyer is not an "insider" of the Debtor, as that term is defined in 11 U.S.C. § 101(31). The Buyer will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the Transactions and negotiating and entering into the Agreements at all times after the entry of this Order. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit any of the Agreements to be avoided under 11 U.S.C. § 363(n). Specifically, the Auction was conducted in accordance with the Sale Procedures, and the Buyer has not engaged in any collusive manner with any other

person, and the purchase price was not controlled by any agreement among other potentially competing bidders.

N. The consideration provided by the Buyer for the Sale Assets pursuant to the Agreements: (i) is fair and reasonable; (ii) is the highest and best offer for the Sale Assets; (iii) will provide a greater recovery for the Debtor's creditors than would be provided by any other practical available alternative; (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia; (v) the Sale pursuant to the Agreements does not constitute avoidable fraudulent transfers or fraudulent conveyances under any applicable law; and (vi) the Buyer would not consummate the Sale or the other Transactions if all claims or other Interests, including stemming from any successor liability, related to the Sale Assets were not extinguished pursuant to 11 U.S.C. § 363(f) upon the transfer thereof to the Buyer.

O. The Sale must be approved and consummated promptly in order to preserve the value of the Sale Assets.

P. The Debtor is the sole and lawful owner of the Sale Assets.

Q. The transfer of the Sale Assets to the Buyer will be a legal, valid, and effective transfer of the Sale Assets, and will vest the Buyer with all right, title, and interest of the Debtor to the Sale Assets free and clear of all Interests including any that:

- i. Purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtor's or the Buyer's interest in the Sale Assets, or any similar rights,
- ii. Give rise to successor liability, and

- iii. Relate to taxes or any other liabilities arising under or out of, in connection with, or in any way relating to, the Sale Assets, the Debtor, or its operations or activities prior to the Closing.

R. The Buyer would not consummate the Transactions, thus adversely affecting the Debtor, its estate, and its creditors, if the sale of the Sale Assets to the Buyer were not free and clear of all Interests, or if the Buyer would, or in the future could, be liable for any of such liens, claims, encumbrances, or other Interests.

S. Except as provided herein, the Debtor may sell the Sale Assets free and clear of all liens, claims, interests and encumbrances ("Interests") because one or more of the standards set forth in 11 U.S.C. § 363(f) has been satisfied. Those holders of liens, claims, encumbrances, or other Interests who did not object, or who withdrew their objections, to the Sale or the Motions are deemed to have consented pursuant to 11 U.S.C. § 363 (f)(2). All such holders of liens, claims, encumbrances, or other Interests could be forced, in a legal or equitable proceeding, to accept money satisfaction of such interest within the meaning of 11 U.S.C. § 363(f)(5), and those holders of liens, claims, and encumbrances are adequately protected by having their interests, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim, an interest.

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted, as described herein. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, overruled, or settled, and all reservations of rights included therein, are hereby overruled on the merits.

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Authorization to Perform Under the Agreements

2. The Debtor is authorized to negotiate, document, execute, and deliver the Agreements and all additional instruments and documents that may be reasonably necessary, appropriate, or desirable to implement the Agreements.

3. The Debtor is authorized and empowered to perform its obligations under the Agreements and to take all actions necessary, appropriate, or desirable to consummate and implement the Agreements. Without limiting the generality of the foregoing, the Debtor is authorized and empowered to take all further actions as may be requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to Buyer or reducing to possession, the Assets and the Assumed Contracts, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreements.

4. The Agreements and the Transactions and instruments contemplated thereby and hereby shall be specifically performable and enforceable against and binding upon, and not subject to rejection or avoidance by, the Debtor or any Chapter 11 or Chapter 7 trustee of the Debtor and its estate.

Transfer of the Sale Assets

5. Pursuant to 11 U.S.C. § 363(f), the Sale Assets shall be transferred to the Buyer, and upon and subject to the Closing, shall be free and clear of all Interests, with all such Interests to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Sale Assets, subject to any claims and defenses the Debtor may possess with respect thereto, such that the Buyer shall not have any liability or obligation with respect to the Interests on and after the Closing Date. Without limiting the

generality of the foregoing, pursuant to 11 U.S.C. § 365, upon, and subject to, the Closing, all Assumed Contracts shall be assumed by the Debtor and assigned to the Buyer, free and clear of all Interests.

6. Except as may otherwise specifically be provided by the Agreements or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, parties to any leases or contracts, and other trade and other creditors, holding claims or other Interests of any kind or nature whatsoever against or in the Debtor or the Sale Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Sale Assets or the Assumed Contracts, the Debtor or its operations or activities prior to the Closing, or the transfer of the Sale Assets to the Buyer, hereby are forever barred and estopped from asserting against the Buyer, its successors or assigns, its property, or the Sale Assets, such person's or entity's claims or other Interests.

7. On and subject to the Closing, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtor's interests in the Sale Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the Transactions.

8. This Order (a) shall be effective as a determination that, on the Closing Date, all Interests of any kind or nature whatsoever existing as to the Debtor, or the Sale Assets prior to the Closing have been unconditionally released, discharged, and terminated as against the Sale

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Assets, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Sale Assets. On the Closing and subject to the Interests attaching to the proceeds of the Sale as provided for in this Order, the Debtor's creditors are all authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Interests in the Sale Assets, if any, as such Interests may have been recorded or may otherwise exist.

9. To the extent any license or permit necessary or desirable for the operation of the Debtor's business is determined, by a court of competent jurisdiction pursuant to a final order, not to be an executory contract assumable and assignable under 11 U.S.C. § 365 and the applicable licensee or party that has granted the permit or license does not otherwise consent to the assignment or transfer thereof to the Buyer in connection with the Sale, the Buyer may apply for and obtain any necessary license or permit and such licenses or permits of the Debtor shall remain in place for the Buyer's benefit until new licenses and permits are obtained.

Additional Provisions

10. This Court retains jurisdiction to enforce and implement the terms and provisions of the Agreements, all amendments thereto, any waivers and consents thereunder, and of each of

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the agreements; executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to:

- a. Compel delivery of the Sale Assets to the Buyer;
- b. Resolve any disputes arising under or related to the Agreements, except as otherwise provided therein;
- c. Interpret, implement, and enforce the provisions of this Order; and
- d. Protect the Buyer against any claims and Interests in or against the Debtor or the Sale Assets or the Assumed Contracts, of any kind or nature whatsoever, attaching to the proceeds of the Sale and to enforce the injunction set forth in Section 6 of this Order.

11. Nothing contained in any plan of reorganization or liquidation proposed or confirmed in the Bankruptcy Case or any order of this Court confirming such plan shall conflict with or derogate from the provisions of the Agreements or the terms of this Order.

12. Except as may otherwise expressly be set forth in the Agreements, the transfer of the Sale Assets to the Buyer shall not subject the Buyer to any liability with respect to the Sale Assets, the Debtor or its operations or activities prior to the Closing or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of successor or transferee liability or any comparable theory. Except as may otherwise expressly set forth in this Order or the Agreements, the Buyer shall not constitute a successor of the Debtor for any purpose. Without limiting the effect or scope of the foregoing, as a result of the closing of the Transactions, the Buyer shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger or

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substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtor or any obligations of the Debtor arising prior to the Closing, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Sale Assets prior to the Closing.

13. The Transactions are being undertaken by the Buyer in good faith, as that term is used in 11 U.S.C. § 363(m) and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer, unless such authorization is duly stayed pending such appeal. In the absence of a stay pending appeal, if the Buyer elects to close under the various Agreements at any time after entry of this Order, then, with respect to the Sale, the Buyer is a purchaser in good faith of the Sale Assets, and is entitled to all of the protections of 11 U.S.C. § 363(m) if this Order or any authorization contained herein is reversed or modified on appeal.

14. The terms and provisions of the Agreements and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate, and its creditors, the Buyer, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting claims against or Interests in the Sale Assets to be sold to the Buyer pursuant to the Agreements or against the Debtor or its estate, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code in the Bankruptcy Case, as to which trustee(s) such terms and provisions likewise shall be binding.

15. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Sale Assets in which the Debtor holds an interest hereby are directed to surrender

possession of the Sale Assets either to (i) the Debtor before the Closing Date, or (ii) to the Buyer on the Closing Date.

16. The failure specifically to include any particular provisions of the Agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Debtor be authorized to perform the Agreements in its entirety.

17. The Agreements and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court.

18. Except as otherwise may be set forth in the Agreements, the Sale of the Sale Assets is as is, where is, and with no warranties or representations of whatsoever kind or matter other than Debtor's representation and warranty of good and marketable title.

19. This Order shall be effective and enforceable immediately upon entry. The stays otherwise imposed by Federal Rule of Bankruptcy Procedure 6004(g) and 6006(d) are waived. Time is of the essence in closing the Transactions, and the Debtor and the Buyer intend to close the Sale as soon as possible. Therefore, any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay or risk their appeal being foreclosed as moot.

20. From time to time, as and when requested by any party, each party to the Agreements shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Transactions including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in the Buyer

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its right, title and interest in and to the Sale Assets, including all other rights in any licenses, permits, or intellectual property-related assets.

21. The provisions of this Order are non-severable and mutually dependent.

Dated this 30th day of March, 2010.

/s/ Timothy J. Mahoney
United States Bankruptcy Judge

PREPARED AND SUBMITTED BY:

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Movant (*) is responsible for giving notice to parties in interest as required by rule or statute.