

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Best Sport Toy Canada Co. Ltd.	03/16/2004
RECEIVING PARTY DATA	
Name:	Tanya Hupka
Street Address:	892 Cunningham Lane
City:	Port Moody
State/Country:	CANADA
Postal Code:	V3H3S4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6705977
CORRESPONDENCE DATA	
Fax Number:	(604)826-1299
Phone:	604-287-8553
Email:	fero@extreme-balance-board.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Frantisek Ziak
Address Line 1:	35062 Harris Road
Address Line 4:	Abbotsford, CANADA V3G1R7
NAME OF SUBMITTER:	Frantisek Ziak
Total Attachments: 3 source=assignment doc pg 1#page1.tif source=assignment doc pg 2#page1.tif source=assignment doc pg 3#page1.tif	

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PATENT
REEL: 027228 FRAME: 0869

PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 14th day of November, 2011, by and between The Best Sport Toy Canada Co. Ltd. ("Assignor"), whose business address is 35062 Harris Road, Abbotsford, BC V3G1R7 and Tanya Hupka ("Assignee"), whose address is 892 Cunningham Lane, Port Moody, BC, Canada V3H 3S4

WHEREAS, Assignor had previously acquired all rights, title and interest in U.S. Patent No. 6705977 (the "Patent"), that being the The Extreme Balance Board (a.k.a. The Smart Muscle Board), a balance training device featuring independent motion through three planes of movement (the "Invention"), and Assignor wishes to grant its interest in the Patent to Assignee, AND

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to grant its interest in the Patent to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. Payment. In consideration of previous and ongoing consulting, labour, and other services, including promotion and negotiation with major sporting good concerns, specifically Under Armor Inc., regarding the licensing of the Invention and the Patent, Assignor hereby grants assignment of the Patent to Assignor.
3. Assignor's Representations and Warranties. Assignor hereby represents and warrants that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee. Assignor further represents and warrants that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future.
4. Further Actions. Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
5. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Province of British Columbia, Canada, without regard to conflicts of law principles.

6. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
7. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
8. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

The Best Sport Toy Canada Co. Ltd.
35062 Harris Road
Abbotsford, BC, Canada V3G1R7

If to Assignee:

Tanya Hupka
892 Cunningham Lane
Port Moody, BC, Canada V3H 3S4

9. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
10. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

Signature

Print Name

Title

Province of

City of

ASSIGNEE

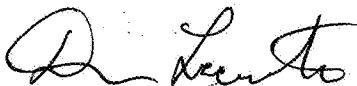
Signature

Print Name

I, the undersigned, a Notary Public in and for said City, in the Province aforesaid, DO HEREBY CERTIFY THAT

FRANTISEK ZIAK personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14 day of November, 2011.



Signature of Notary Public

(Seal)

Printed Name of Notary

My commission expires on Dec 31, 2011, ~~30~~.