

Form PTO-1595 (Rev. 03-09)  
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## 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)**

Power Balance, LLC.

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

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

Execution Date(s) January 5, 2012

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Contec Corp.

Internal Address: \_\_\_\_\_

Street Address: Hang Seng, Wanchai Building

200 Hennessy Road

City: Wanchai, Hong Kong

State: \_\_\_\_\_

Country: \_\_\_\_\_ Zip: \_\_\_\_\_

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)

13/046,039

Additional numbers attached? ☐ Yes ☒ No

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

Name: Tara Savage

Internal Address: \_\_\_\_\_

Street Address: 20512 Crescent Bay Drive Suite 108

City: Lake Forest

State: CA Zip: 92630

Phone Number: 949-272-7350

Fax Number: \_\_\_\_\_

Email Address: Tara.Savage@powerbalance.com

**6. Total number of applications and patents involved: 1****7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

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

**8. Payment Information**

Deposit Account Number 505390

Authorized User Name TARA SAVAGE

**9. Signature:**

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS AND WORK PRODUCT**

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND WORK PRODUCT (the "Assignment"), dated as of January 5, 2012, is entered into by and between Power Balance, LLC, a Delaware limited liability company (the "Assignor") and Contec Corp. (the "Assignee") (the Assignor and the Assignee each a "Party" and together the "Parties").

**WHEREAS**, Assignor and Power Guard, LLC ("Power Guard") are parties to that certain joint venture agreement, dated as of December 16, 2010 (the "Joint Venture Agreement") whereby Intellectual Property Rights and Work Product (as those terms are defined in the Joint Venture Agreement) were developed and owned jointly by Assignor and Power Guard (the "Joint IP").

**WHEREAS**, pursuant to §1(a) of the Joint Venture Agreement, Power Guard granted to Assignor an exclusive, transferable, sublicensable, worldwide, irrevocable license (the "Licensed Rights") in certain intellectual property rights relating to the Product (as that term is defined in the Joint Venture Agreement).

**WHEREAS**, pursuant to the Assignment of Intellectual Property Rights and Work Product dated as of January 5, 2012 (the "Power Guard Assignment"), Power Guard assigned to Assignor its interest in the Joint IP.

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the Joint IP and the Licensed Rights. For avoidance of doubt, such assignment of Joint IP shall include all of Assignor's rights in the Joint IP, including the joint ownership interest that Assignor held prior to entering into the Power Guard Assignment, as well as the ownership interest it obtained pursuant to the Power Guard Assignment.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned to them in the Joint Venture Agreement.

2. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Joint IP, including, without limitation, the United States Patent Application listed in Exhibit A hereto, together with (i) all rights to sue and recover for any past infringements of the Joint IP and (ii), in the case of any trademarks included in the Joint IP, the goodwill symbolized thereby, in each case, free and clear of any lien, charge or encumbrance, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Joint IP not been made. The foregoing assignment shall include any patent that may issue on any patent application included in the Joint IP and all rights with respect to any and all continuations, continuation-in-part, divisions, foreign counterparts, reexaminations, reissues, renewals and extensions of any patents or patent applications included in the Joint IP that now exist or hereafter may be applied for or secured under the laws now or hereafter in effect in the United States and/or in any other jurisdiction.

3. Further Assurances. Assignor further agrees that, at the request and cost of Assignee, it shall promptly sign, execute, and make do all such deeds, documents, acts and things as the Assignee may reasonably require:

(a) to apply for, obtain, register and vest in the name of Assignee (unless Assignee otherwise directs) patents, copyrights, mask works, trademarks or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(b) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such patent, copyright, mask work, trademark or other analogous protection. Assignor agrees that if Assignee is unable, for any reason, to secure the

Assignor's signature to apply for or to pursue any application for any United States or foreign patent, mask work, copyright or trademark registrations covering the assignment granted in Section 2 hereof, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, to act for and in Assignor's behalf and stead, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, mask works and trademark registrations thereon with the same legal force and effect as if executed by the Assignor.

5. License. Assignor hereby assigns, transfers and conveys to Assignee the Licensed Rights, including:

"an exclusive, transferable, sub-licensable, worldwide, irrevocable license (i) to design and develop modifications to and derivatives of the Product and (ii) to manufacture, import, use, offer to sell, sell and otherwise distribute the Product. Such license shall include (x) the right to use trade secrets, copyrights, trademarks (excluding in all events the "PPM" mark), logos, mask work rights and patents, if any, and all other Intellectual Property Rights related to the Product that are necessary for the design and development of such modifications and the manufacture, import, use, offer to sell, sale and other distribution of such Products and (y) the right to use, reproduce and modify the Products in connection with the design and development of such modifications and the manufacture, import, use, offer to sell, sale and other distribution of such Products."

6. Quality Control. To the extent that any trademarks are licensed hereunder, Assignee acknowledges and agrees to maintain the same or a higher level of quality as exists as of the date hereof (or as of the date such trademarks are first used) regarding the use of such marks in connection with the Product and shall not use any licensed trademarks in such a way that is likely to adversely impact the reputation of the owner of such trademarks.

7. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

8. Headings. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

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**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment or caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

Power Balance, LLC  
a Delaware limited liability company

By: 

Name:

HENRY S. ADANALLY JR.

Title:

CHAIRMAN

Acknowledged and  
Accepted:

ASSIGNEE:

Contec Corp.

By: 

Name:

Henry J. Borge

Title:

Vice President

(50)

**Exhibit A****List of Patents and Patent Applications**

<b>Jurisdiction</b>	<b>Title</b>	<b>App. Number</b>	<b>App. Date</b>
United States	ORAL APPLIANCE FOR IMPROVING STRENGTH AND BALANCE	13/046,039	3/11/2011

