

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |                             |
|--|-----------------------------|
| SUBMISSION TYPE:   | NEW ASSIGNMENT              |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                  |
| CONVEYING PARTY DATA   |                             |
| Name   | Execution Date              |
| AJ Business Enterprises LLC  | 04/15/2013                  |
| RECEIVING PARTY DATA   |                             |
| Name:  | 888 Sports Group LLC        |
| Street Address:  | 4704 Monte Carmelo Place    |
| City:  | Austin                      |
| State/Country:   | TEXAS                       |
| Postal Code:   | 78738                       |
| PROPERTY NUMBERS Total: 2  |                             |
| Property Type  | Number                      |
| Patent Number:   | 7703788                     |
| Patent Number:   | 8136829                     |
| CORRESPONDENCE DATA  |                             |
| Fax Number:  |                             |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                             |
| Phone:   | 714-504-1446                |
| Email:   | alan@aklawoffices.com       |
| Correspondent Name:  | Alan Kang                   |
| Address Line 1:  | 500 S. Acacia Ave.          |
| Address Line 4:  | Fullerton, CALIFORNIA 92831 |
| NAME OF SUBMITTER:   | Alan Kang                   |
| Signature:   | /Alan Kang/                 |
| Date:  | 04/16/2013                  |
| This document serves as an Oath/Declaration (37 CFR 1.63).                           |                             |

OP \$80.00 7703788

**Total Attachments: 10**

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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)

AJ Business Enterprises LLC

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

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

Execution Date(s) 4/13/2013

- ☒ 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: 888 Sports Group LLC

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

Street Address: \_\_\_\_\_

4704 Monte Carmelo Place

City: Austin

State: Texas

Country: USA

Zip: 78738

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)

7,703,788

8,136,829

Additional numbers attached? ☐ Yes ☐ No

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

Name: 888 Sports Group LLC

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

Street Address: 4704 Monte Carmelo Place

City: Austin

State: Texas

Zip: 78738

Phone Number: 512-663-8324

Docket Number: \_\_\_\_\_

Email Address: aaronforeman@austin.rr.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

Date

Alan Kang

Name of Person Signing

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

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

# ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

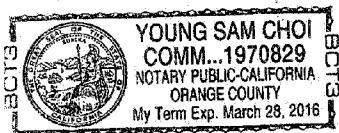
} SS.

On April 11, 2013, before me, YOUNG SAM CHOI, Notary Public,  
DATE

personally appeared Alan Kang, 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]  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER \_\_\_\_\_ TITLE(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

Assignment of intellectual property  
TITLE OR TYPE OF DOCUMENT

1  
NUMBER OF PAGES

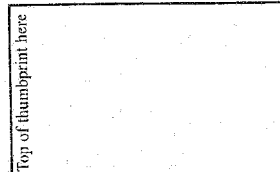
4-11-13  
DATE OF DOCUMENT

### SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER

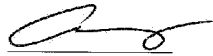


**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS FROM  
ALAN KANG TO AJ BUSINESS ENTERPRISES LLC**

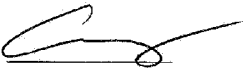
I, Alan Kang ("Assignor"), hereby assign any and all intellectual property rights in all patents and trademarks described in the Asset Purchase Agreement (hereby attached) to AJ Business Enterprises LLC ("Assignee"), a Wyoming Corporation. This assignment from Alan Kang to AJ Business Enterprises is for the purpose of legally effectuating an asset transfer from AJ Business Enterprises LLC to 888 Sports Group LLC.

Therefore, for valuable consideration, Assignor hereby assigns to Assignee one hundred percent (100%) of his right, title, and interest in the patents and trademarks referenced in the Asset Purchase Agreement page 5 section 14(h) (hereby attached). The right, title, and interest conveyed in this Assignment is to be held and enjoyed by the Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Further, nothing in this agreement shall be construed as granting any rights to Alan Kang regarding the intellectual property, by license or otherwise, to any of the intellectual property that will be received by AJ Business Enterprises LLC.



Alan Kang, an individual



Alan Kang, on behalf of AJ Business Enterprises LLC

Date: April 15, 2013

**Certificate of Acknowledgment of Notary Public**

State of California,  
County of Orange

On April 15, 2013, before me, Young San Choi, a notary public in and for said state, personally appeared Alan Kang, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

**PLEASE SEE ATTACHED CERTIFICATE.**

ye 4-15-13

# ALL-PURPOSE ACKNOWLEDGMENT

State of California

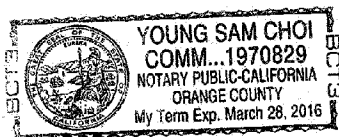
County of ORANGE

} SS.

On April 15, 2013, before me, YOUNG SAM CHOI, Notary Public,  
DATE  
personally appeared Alan Kang on behalf of AJ Business Enterprise, LLC, 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.

Young Sam Choi  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER \_\_\_\_\_ TITLE(S)  
☐ PARTNER(S)  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER (PRINCIPAL) IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

PATENT AND TRADEMARK ASSIGNMENT AGREEMENT  
TITLE OR TYPE OF DOCUMENT

2

NUMBER OF PAGES

4-15-13

DATE OF DOCUMENT

Attachment - 6 pages

OTHER

RIGHT  
THUMBPRINT  
OF  
SIGNER

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## PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This PATENT AND TRADEMARK ASSIGNMENT AGREEMENT ("**Patent and Trademark Assignment**"), dated as of April 12, 2013, is made by AJ Business Enterprises LLC ("**Seller**"), a Wyoming LLC, in favor of 888 Sports Group LLC ("**Buyer**"), a Texas LLC, the purchaser of certain assets of Seller pursuant to an asset purchase agreement scheduled for closing on April 19, 2013. This agreement shall take effect only after the closing described in the principal asset transfer agreement.

WHEREAS, under the terms of the Asset Purchase Agreement between the parties (hereby attached), Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent and Trademark Assignment, for recording with the USPTO (US Patent and Trademark Office);

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following:

(a) the patents and trademarks set forth in page 5 section 14(h) of the Asset Purchase Agreement of AJ Business Enterprises LLC hereto and any and all renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

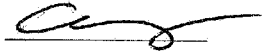
(d) any and all claims and causes of action, with respect to any of the foregoing, accruing on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.



By: Alan Kang, on behalf of AJ Business Enterprises LLC, Owner

Date: 4/15/2013

By: Aaron Foreman, on behalf of 888 Sports Group LLC, Owner  
Date: \_\_\_\_\_

**Certificate of Acknowledgment of Notary Public**

State of California,  
County of Orange

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

**PLEASE SEE ATTACHED CERTIFICATE.**

Yes. 4-15-13



## Asset Purchase Agreement

This Asset Purchase Agreement or Bulk Sales Agreement (the "Agreement") is made and effective on December 29, 2010 by and between ("Seller") CHUMBA, a California corporation and Buyer, AJ Business Enterprises LLC, a Wyoming corporation.

Seller operates a business ("Business") under the name: CHUMBA.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets of Seller used in the Business, subject to the terms of this Agreement.

Therefore the parties agree as follows:

### 1. Transfer of Assets.

At the Closing, subject to the terms of this Agreement, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all liens, encumbrances, claims, charges, equities or imperfections of any nature, all contract rights, customer lists, leases, furniture, fixtures, equipment, trademarks, trade names, intellectual property, goodwill, materials, supplies, telephone numbers, business records, and other assets and properties owned or leased by Seller and used or useful in the Business and related operations, but excluding the following, if any: corporate records or related corporate records; cash, accounts receivable and accounts payable; insurance policies; income tax refunds due; officer and shareholder loans due. The assets and properties to be transferred by Seller to Buyer shall include, without limitation:

- A. The furniture, fixtures and equipment.
- B. The distribution contracts of CHUMBA Bicycles, the CHUMBA Trademarks and related patents, and any other agreements owned by CHUMBA.
- C. Any remaining inventory of CHUMBA.

### 2. Transfer and Conveyance Documents.

Seller agrees to deliver to Buyer at the Closing such certificates, bills of sale, documents of title and other instruments of conveyance and transfer, in form and content satisfactory to Buyer, as shall be effective to vest in Buyer good and marketable title in and to any property to be sold, assigned, transferred, conveyed and delivered hereunder in this Agreement.

### 3. Consideration

In exchange for the receipt of said assets, buyer shall service the secured notes of CHUMBA in the amount of \$177,000.00. The respective lenders have been notified of the planned payment of these two notes. No other liabilities of any nature whatsoever shall be transferred beyond these two secured notes.

### 4. No assumption of Liabilities.

Except as otherwise agreed expressly in writing in Section 3 of this agreement, Buyer does not and shall not assume or agree to pay any of Seller's or, where applicable, any shareholder's,

Patents: 7,703,788 / 8,136,829.  
Trademarks: 3,171,104 / 3,569,388 / 4,225,341 / 3,511,761  
AJ Business Enterprises Assignment to 888 Sports Group  
Attachments - Pages 1-3

partner's, or member's, liabilities or obligations of any kind of nature. Seller and, where applicable, any shareholder, partner, or member, shall remain responsible and entirely liable for their respective debts and obligations.

5. Required Further Dealings between the Parties.

From time to time after the date of this Agreement, Seller shall give to Buyer, and to Buyer's representatives, auditors and counsel, full access to all of the properties, books, records, tax returns, contracts, licenses, franchises and all of the documents of Seller relating to the Business and shall furnish to Buyer all information with respect to the Business, as Buyer may from time to time reasonably request. Promptly following execution of this Agreement, Seller shall use Seller's best efforts to obtain all consents (if any, including, without limitation, consents of any government or governmental agency) necessary to effect the sale, assignment, transfer, conveyance and delivery contemplated by Section I hereof. From time to time after the Closing, at Buyer's request and without further consideration, Seller agrees to execute and deliver at Seller's expense such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require more effectively to sell, assign, transfer, convey, deliver and vest in Buyer, and to put Buyer in possession of, any property to be sold, assigned, transferred, conveyed and delivered hereunder.

6. Closing.

- A. The payment of amounts due, delivery of documents and completion of other items related to the transfer of the Business and the assets purchased by Buyer ("Closing") shall be held on December 30, 2010 at or on such other date, and at such other time and place, as mutually agreed upon by the parties in writing.

7. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

8. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

9. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of California and any dispute under this Agreement must be brought in this venue and no other.

10. Headings in this Agreement

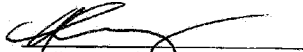
The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

Patents: 7,703,788 / 8,136,829.  
Trademarks: 3,171,104 / 3,569,388 / 4,225,341 / 3,511,761  
AJ Business Enterprises Assignment to 888 Sports Group  
Attachments - Pages 1-3

11. Severability.

If a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, holds any term of this Agreement including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

  
AJ Business Enterprises, LLC

  
CHUMBA

12/22/2020  
Date

Patents: 7,703,788 / 8,136,829.  
Trademarks: 3,171,104 / 3,569,388 / 4,225,341 / 3,511,761  
AJ Business Enterprises Assignment to 888 Sports Group  
Attachments - Pages 1-3

OK-1  
8-9-10

8. **No Implied Licenses; Work Product.** Nothing in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information, except as specifically stated in this Agreement. The parties acknowledge and agree that any ideas, inventions, developments, improvements or processes, solely or jointly conceived, developed or reduced to practice by Confidant which arise out of, relate to or result from the evaluation of or work with the Products by Confidant (collectively, the "Work Product"), past or current, is the sole and exclusive property of the Company, and Confidant hereby assigns to the Company, all of Confidant's right, title and interest in and to any Work Product (including without limitation all intellectual property rights associated therewith).

9. **Injunctive Relief.** Each party acknowledges that the unauthorized use or disclosure of the other party's Confidential Information would cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have a right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

10. **Term of Agreement.** This Agreement applies to all Confidential Information that is disclosed by one party to the other party pursuant to this Agreement. The obligations of this Agreement will remain in effect for five years after the date of the last disclosure of Confidential Information hereunder, at which time this Agreement will terminate.

11. **Applicable Law.** This Agreement will be construed, interpreted and applied in accordance with the laws of the State of California (excluding its body of law controlling conflicts of law). This Agreement sets forth the complete and exclusive agreement of the parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement is not, however, intended to limit any rights that the parties may have under trade secret, copyright, patent or other laws that may apply to the subject matter of this Agreement both during and after the term of this Agreement.

COMPANY:

CHUMBA Bicycles

By: [Signature]Name: OwnerTitle: 8/9/10

CONFIDANT:

TED TANDUYEBy: [Signature] 8/9/10Name: TED TANDUYE

Title: \_\_\_\_\_

-3-

Patents: 7,703,788 / 8,136,829.  
Trademarks: 3,171,104 / 3,569,388 / 4,225,341 / 3,511,761  
AJ Business Enterprises Assignment to 888 Sports Group  
Attachments - Pages 4-6