

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2785002

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DODGEBALL VENTURES, INC.	01/01/2014
RECEIVING PARTY DATA		
Name:	DON BEST SPORTS CORPORATION	
Street Address:	3120 S. DURANGO DRIVE	
Internal Address:	SUITE 305	
City:	LAS VEGAS	
State/Country:	NEVADA	
Postal Code:	89117	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	7699701
	Patent Number:	8057300
	Application Number:	13279129
CORRESPONDENCE DATA		
Fax Number:	(650)687-1183	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6508332055	
Email:	PatentDocketingUS-PaloAlto@dlapiper.com	
Correspondent Name:	TIMOTHY W. LOHSE	
Address Line 1:	2000 UNIVERSITY AVENUE	
Address Line 2:	DLA PIPER LLP (US)	
Address Line 4:	EAST PALO ALTO, CALIFORNIA 94303	
NAME OF SUBMITTER:	TIMOTHY W. LOHSE	
SIGNATURE:	/Timothy W. Lohse/	
DATE SIGNED:	03/25/2014	
Total Attachments: 5		
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PATENT

ACQUISITION AGREEMENT (US)

THIS AGREEMENT made as of the 1st day of January, 2014.

B E T W E E N:

DODGEBALL VENTURES INC., a corporation incorporated under the laws of the British Virgin Islands

(hereinafter referred to as the “**Vendor**”)

- and -

DON BEST SPORTS CORPORATION, a corporation incorporated created under the laws of the State of Nevada

(hereinafter referred to as the “**Purchaser**”)

The Purchaser agrees to purchase from the Vendor the assets as hereinafter described on the following terms and conditions:

1. Purchased Assets

The assets to be sold or assigned to the Purchaser (collectively, the “**Purchased Assets**”) shall be:

- (a) all of the issued and outstanding shares of LL Agency Corporation (the “**LL Shares**”); and
- (b) all assets related to, and used in the operation of a live sports information business consisting of the capturing of fact-based information from various sources, aggregating and packaging such information and transmitting the information to registered users who pay periodic subscription fees (hereinafter referred to as the “**DBS Live Lines Business**”) including, without limitation, all intellectual property of any kind which is associated with the DBS Live Lines Business including technical information, technical documentation and inventions that are expressed, developed, conceived, invented, reduced to practice and know-how and show-how of any kind and in any form, which is useful and transferable, is or may be protected under law by way of, but not limited to, patents, trademarks, copyright, industrial designs, rights in integrated circuit topography, and trade secrets, including all technology and technical information and all of the goodwill associated with the DBS Live Line Business (hereinafter collectively referred to as the “**DB Assets**”).

2. Purchase Price

The aggregate purchase price for the Purchased Assets shall be \$9,000,000 (the “**Purchase Price**”).

The Purchase Price shall be allocated as follows:

- (a) in respect of the LL Shares - \$1,000; and
- (b) in respect of the DB Assets, \$8,999,000 USD.

3. Payment of Purchase Price

The Purchase Price shall be satisfied by the issuance of the Promissory Note in the principal amount of US\$9,000,000 (a form of which is attached hereto as Schedule "A").

4. Confirmation of Deferred Revenue

The parties hereof expressly confirm that no portion of the Vendor's deferred revenue is subject to the transaction that is the subject of this Agreement and such deferred revenue shall remain with the Vendor. For greater clarity, the Purchaser is not accepting or acquiring any of the deferred revenue obligations of the Vendor and is not recognizing any of such amount for taxation (or any other purpose).

5. Representations and Warranties

(a) Vendor's Representations and Warranties

The Vendor represents and warrants to the Purchaser that:

- i. it is an entity duly formed and validly existing under the laws of the British Virgin Islands;
- ii. the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Vendor;
- iii. the Vendor has all necessary authority and capacity to enter into this Agreement and to perform its obligations hereunder;
- iv. the Vendor is the registered and absolute beneficial owner of the Purchased Assets, with good and marketable title, free and clear of any liens, charges, encumbrances or rights of others and is exclusively entitled to possess, assign or otherwise deal with the Purchased Assets;
- v. this Agreement has been duly executed and delivered by the Vendor and constitutes a valid and binding obligation of the Vendor, enforceable against it in accordance with the terms hereof, subject however, to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance are discretionary and may not be ordered in respect of certain defaults; and
- vi. the Vendor is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, statute, regulation, order, judgment, decree or law which will be violated, contravened or breached by, or under which any default will occur as a result of the execution and delivery by it of this Agreement or the completion of the transactions contemplated by this Agreement.

(b) Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor that:

- i. it is a corporation duly incorporated and validly existing under the laws of the State of Nevada;
- ii. the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Purchaser;
- iii. the Purchaser has all necessary authority and capacity to enter into this Agreement and to perform its obligations hereunder;
- iv. this Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with the terms hereof, subject however, to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance are discretionary and may not be ordered in respect of certain defaults; and
- v. the Purchaser is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, statute, regulation, order, judgment, decree or law which will be violated, contravened or breached by, or under which any default will occur as a result of the execution and delivery by either of them of this Agreement or the completion

(c) **Survival**

All representations, warranties, covenants and agreements contained in this Agreement on the part of each of the parties shall survive the Closing, the execution and delivery of any bills of sale, instruments or conveyance, assignments or other instruments of transfer of title to the Purchased Assets and the payment of the Purchase Price and shall continue for a period of two (2) years subsequent to Closing.

6. Conditions Precedent to Closing

The closing of this transaction is subject to the affirmative resolution of the Board of Directors of both the Vendor and Purchaser.

7. Closing

- (a) All costs relating to the transaction that is the subject of this Agreement shall be the exclusive responsibility of the Vendor.
- (b) The closing of this transaction shall occur on January 1, 2014 or another date mutually satisfactory to both Purchaser and Vendor after the fulfilment of all of the aforesaid conditions precedent (the "**Closing Date**");
- (c) on closing, the Vendor will provide all bills of sale and execute and deliver any and all other documents, to transfer to the Purchaser free and clear title to the Purchased Assets; and
- (d) subsequent to the Closing Date, Purchaser covenants and agrees with Vendor that it will from time to time and at all times hereafter upon every reasonable request of Vendor, at its own expense, promptly make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds or assurances as may be reasonably required by Vendor

for more effectually and completely vesting the Purchased Assets in Purchaser for the purpose of registration or otherwise.

8. Enurement

This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

9. Governing Law

This Agreement is to be interpreted in accordance with the laws of the State of Nevada and the laws of United States of America applicable therein.

10. Headings

The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

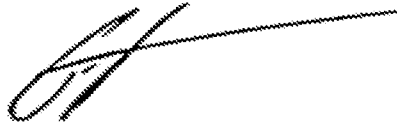
11. Counterparts

This Agreement may be executed via facsimile and in two (2) counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same original agreement.

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

DODGEBALL VENTURES INC.

By:



Name: Christopher Kape

Title: A.S.O.

DON BEST SPORTS CORPORATION

By:



Name: Benjamin Cherniak

Title: President

Schedule "A"

Form of Promissory Note

See attached.