

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3063776

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
3DFINS PTY LTD	08/19/2014
RECEIVING PARTY DATA	
Name:	SIDEWAYS SPORTS LIMITED
Street Address:	30 CANTON ROAD
Internal Address:	10F SILVERCORD TOWER 1, SUITE 1003
City:	TSIM SHA TSUI
State/Country:	HONG KONG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29438264
CORRESPONDENCE DATA	
Fax Number:	(612)349-9266
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	612.252.1554
Email:	patton@ptslaw.com
Correspondent Name:	KYLE T. PETERSON
Address Line 1:	80 SOUTH 8TH STREET
Address Line 2:	4800 IDS CENTER
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	3836.21US01
NAME OF SUBMITTER:	JANN PATTON
SIGNATURE:	/Jann Patton/
DATE SIGNED:	10/14/2014
Total Attachments: 3	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), this 19th day of August, 2014, by 3DFINS Pty Ltd, an Australian registered company ("**Seller**"), for the benefit of Sideways Sports Limited, a corporation organized under the laws of the Seychelles ("**Buyer**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated concurrently herewith (the "**Asset Purchase Agreement**") by and among Buyer, Seller and certain other parties thereto, the terms of which are incorporated herein by reference, which provides, among other things, for the sale and assignment by Seller to Buyer of all of Seller's right, title and interest in and to the Purchased Assets.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities.

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, its successors, legal representatives, assigns and nominees forever, without any restrictions, reservations or limitations and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Purchased IP**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**");

(c) the copyright applications and registrations set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "**Copyrights**");

(d) 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;

(e) 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

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, costs, attorneys' fees, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, 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 and any other rights relating to any of the foregoing.

2. Recordation and Further Actions. Seller hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, copyright registrations, inventors' rights, trademarks, trade names and service marks which may be granted pursuant hereto in the name of Buyer, as the assignee to the entire interest therein. 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 Purchased IP is properly assigned to Buyer, or any assignee or successor thereto.

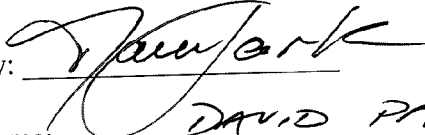
3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased IP are incorporated herein by this reference. The parties hereto acknowledge and agree that 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. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

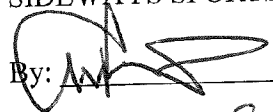
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

3DFINS PTY LTD

By: 
Name: DAVID PARK
Title: DIRECTOR
Address for Notices:

AGREED TO AND ACCEPTED:

SIDEWAYS SPORTS LIMITED

By: 
Name: PETER CUMMINGS
Title: DIRECTOR
Address for Notices: