

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3595646

|                                                                                                                                                                                                 |                                                            |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                                             |                       |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | ASSIGNMENT                                                 |                       |
| <b>SEQUENCE:</b>                                                                                                                                                                                | 1                                                          |                       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                                            |                       |
|                                                                                                                                                                                                 | <b>Name</b>                                                | <b>Execution Date</b> |
|                                                                                                                                                                                                 | STAR INNOVATIONS, L.C.                                     | 05/15/2015            |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                                            |                       |
| <b>Name:</b>                                                                                                                                                                                    | STAR INNOVATIONS II, L.L.C.                                |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 100 MISSION WOODS DRIVE                                    |                       |
| <b>City:</b>                                                                                                                                                                                    | NEW CENTURY                                                |                       |
| <b>State/Country:</b>                                                                                                                                                                           | KANSAS                                                     |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 66031                                                      |                       |
| <b>PROPERTY NUMBERS Total: 1</b>                                                                                                                                                                |                                                            |                       |
|                                                                                                                                                                                                 | <b>Property Type</b>                                       | <b>Number</b>         |
|                                                                                                                                                                                                 | Patent Number:                                             | 6835268               |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                                            |                       |
| <b>Fax Number:</b>                                                                                                                                                                              |                                                            |                       |
| <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> |                                                            |                       |
| <b>Phone:</b>                                                                                                                                                                                   | 9178823998                                                 |                       |
| <b>Email:</b>                                                                                                                                                                                   | nicole@starinnovations.com                                 |                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | NICOLE GRESHAM PERRY STAR INNOVATIONS II                   |                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | 100 MISSION WOODS DRIVE                                    |                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | NEW CENTURY, KANSAS 33480                                  |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | NICOLE GRESHAM PERRY                                       |                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /ngp/                                                      |                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 10/31/2015                                                 |                       |
|                                                                                                                                                                                                 | This document serves as an Oath/Declaration (37 CFR 1.63). |                       |
| <b>Total Attachments: 8</b>                                                                                                                                                                     |                                                            |                       |
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 13th day of May, 2015, by and among STAR INNOVATIONS II, L.L.C., a newly formed Kansas limited liability company (hereinafter referred to as "Buyer"), and STAR INNOVATIONS, L.C., a Kansas limited liability company (hereinafter referred to as "Seller").

### WITNESSETH:

WHEREAS, Seller owns various assets used in the operation of its business of transferring photographic images onto balls and other sporting equipment; and

WHEREAS, Buyer desires to purchase and Seller desires to sell its assets, free and clear of all liens and encumbrances whatsoever, other than those excluded, as more particularly described herein;

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties hereto agree as follows:

### ARTICLE I – PURCHASE AND SALE OF ASSETS

1.1 Purchased Assets. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, transfer and convey to Buyer free and clear of all mortgages, liens, security interests, pledges and encumbrances of any kind, except as herein specifically described, and Buyer hereby agrees to purchase from Seller all of the assets owned by Seller and used in connection with Seller's business, which, to the best of Seller's knowledge, are listed on Exhibit A attached hereto and incorporated herein by reference (the "Assets").

1.2 Excluded Assets. The Assets purchased by Buyer shall not include accounts receivable that are invoiced for items shipped prior to Closing Date petty cash, and cash in bank accounts of Seller.

1.3 Purchase Price. The total purchase price (the "Purchase Price") for the Assets shall be One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00).

1.4 Form of Payment. Buyer shall pay the Purchase Price to Seller in the form of a wire transfer.

1.5 Time of Payment and Closing Date. A payment of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) shall be delivered to Seller on or before 5:00 P.M. on May 15, 2015, which shall be considered the "Closing Date".

1.6 New Sublease. This Agreement is subject to execution of a new sublease agreement by Buyer and Howell Real Estate, L.C., on terms mutually acceptable to both Buyer and Howell Real Estate, L.C as per Exhibit E.

1.7 Payments for Baden Sports Invoices. Buyer agrees to make payment of Sixty-Four Thousand Nine Hundred Sixty-Three and 20/100 Dollars (\$64,963.20) to Baden Sports, Inc., for two (2) invoices dated February 2, 2015.

1.8 Closing. Execution of the Closing documents shall be completed on or before the Closing Date.

1.9 Receivables. All receivables of Seller prior to the Closing Date shall remain those of Seller; all receivables earned on or after the Closing Date shall accrue to Buyer.

1.10 Accounts Payable. All payables of Seller incurred prior to the Closing Date shall be those of Seller; those incurred on or after the Closing Date shall accrue to Buyer, except the Baden invoice as per Section 1.7.

## ARTICLE II -- REPRESENTATIONS AND WARRANTIES BY SELLER

Seller makes the following representations and warranties to Buyer, as of the date hereof and as of the Closing Date:

2.1 Authorization of Transaction. Seller has full power, authority and legal capacity to execute and deliver this Agreement and to perform its obligations under the terms hereof. Seller's execution and delivery of this Agreement and the performance of all of the obligations of Seller under the terms hereof have been duly authorized by all necessary corporate action, including, without limitation and to the extent necessary, the approval of Seller's members.

2.2 No Conflicts, Violations or Breaches. Execution and delivery of this Agreement by Seller and its performance of the obligations hereunder (a) do not conflict with or contravene any provisions of Seller's Articles of Organization or Operating Agreement or any judgment, order, decree, rule, regulation, statute, or other law or restriction of any court, government, or governmental agency to which Seller is, or the Assets are, subject or by which Seller is, or the Assets are, bound; and (b) do not conflict with, contravene, result in a material breach or termination of or constitute a default

under any provision of any agreement to which Seller is a party or by which any of the Assets are bound.

2.3 Enforceable Agreement. This Agreement constitutes a legally valid and binding obligation of Seller, enforceable according to its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting the enforceability of contractual obligations and creditors' rights generally and by the application of equitable principles by courts of competent jurisdiction, sitting at law or in equity.

2.4 Corporate Organization and Qualification. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Kansas.

2.5 No Liens or Encumbrances. Except as set forth herein, none of the Assets which will not be released by Seller at or prior to Closing. In each instance, Buyer will have no responsibility for such liens.

2.6 Litigation. Seller is not subject to any judgment, order, or decree of any court, agency, commission, board, instrumentality, authority, or arbitration panel which affects or relates to the Assets. There are no lawsuits, proceedings, claims or governmental investigations pending or, to the best of Seller's knowledge, threatened against Seller, nor is there any basis known to Seller for any such action. Seller has no knowledge of any threatened lawsuits from any licensees or suppliers, employee claims, or workers' compensation claims.

2.7 Property Tax and Compliance with Master Lease. Seller has paid all property taxes for 2014 and past years on the leasehold premises, and there have been no defaults to date under the terms of the master lease with Johnson County, Kansas.

2.8 Patents in Force. All patents included on Exhibit B attached hereto and incorporated herein by reference are in full force and effect and have not lapsed. Seller has no knowledge of any pending or threatened lawsuits or challenges related to said patents.

2.9 License Agreements. All License Agreements included on Exhibit B attached hereto and incorporated herein by reference are valid and do not violate any franchise or licensee laws. Seller has met all obligations to Licensees, as hereinafter defined, up to the Closing Date.

2.10 Books and Records. The books and records of Seller (a) are in all material respects true, complete and correct except as noted, (b) have been maintained on a basis consistent with prior years in accordance with good business practices, and (c) fairly reflect the basis for the financial statements. The bookkeeping procedures and practices of Seller have been reviewed, discussed and explained to Buyer, including the steps taken to reconcile Seller's accounts.

2.11 Sales of Assets. Seller has not sold, leased, transferred or assigned any of its assets, tangible or intangible, other than for a fair consideration in the ordinary course of business; nor has Seller entered into or terminated any employment contract, written or oral, or modified the terms of any such contract or agreement not disclosed to Buyer.

2.12 Changes to Employee Compensation. Seller has not granted any increase in the compensation of any of its employees, nor has Seller adopted, amended, modified or terminated any bonus, profit sharing, incentive, severance or other plan, contract or commitment for the benefit of any of its employees except as disclosed to Buyer.

2.13 Tangible Assets. All machinery, equipment and other tangible assets reasonably necessary for the conduct of Seller's business as presently conducted and as presently proposed to be conducted are free from material defects (patent and latent), have been maintained in accordance with normal industry practice, are in good operating condition and repair (subject to normal wear and tear), and are suitable for the purposes for which they presently are used. Seller has informed Buyer that the forklift is currently not working and is in need of overhaul. Within thirty (30) days of Closing, Seller shall have said forklift repaired and in good operating condition.

2.14 Suppliers and Licensees. Since January 2014, no material supplier to Seller has indicated in writing or otherwise that it shall stop, or materially decrease the rate of, supplying materials, products or services to Seller, and no Licensee listed on Exhibit B has indicated in writing or otherwise that it shall stop, or materially decrease the rate of, buying materials, products or services from Seller.

2.15 No Existing Discussions. Neither Seller nor, to the knowledge of Seller, any director, officer, employee, equity holder or agent (or any investment banker, broker, finder or similar party) of Seller is engaged, directly or indirectly, in any discussions or negotiations with any third party relating to any alternative transaction except as disclosed to Buyer.

2.16 Internal Conflicts of Seller. Seller shall indemnify Buyer for any lawsuits brought by investors or employees of Seller against Seller.

### ARTICLE III - ADDITIONAL AGREEMENTS

3.1 Expenses of Asset Purchase Agreement. Except as otherwise provided herein, all costs and expenses, including attorney's fees, incurred in connection with this Agreement, the other agreements incident hereto, and the transactions contemplated herein shall be paid by the party incurring such expenses.

3.2 Assumption of Liabilities and Indemnification. Buyer shall not assume or be obligated to pay any of the debts, liabilities or obligations of Seller incurred prior to Closing Date except as stated in 1.7. Accounts payable incurred after Closing Date, shall be those of Buyer.

3.3 Allocable Operating Expenses. Buyer shall arrange promptly for utilities to be transferred over to Buyer. Any operating expenses such as utilities not transferred over or which overlap the Closing Date shall be allocated to Buyer, and Buyer shall make prompt reimbursement therefor.

3.4 Royalties. Royalties from the Japanese licensee Amano Co., Ltd., and from Baden Sports, Inc., shall be pro-rated on an annual basis as of Closing Date.

3.5 Insurance. All insurance payments shall be pro-rated on an annual basis as of Closing Date.

3.6 Licensee Support. Buyer and Seller agree that it is of mutual importance that Seller's existing licensees ("Licensees") continue to have support for their operations. Buyer agrees to make reasonable efforts to fulfill Licensee orders and provide support to said Licensees. This provision is not intended to prevent Buyer from adjusting prices to said Licensees, nor from selling balls at a loss, nor from terminating a license agreement per the terms of said agreement.

3.7 Non-Compete Agreements. Seller agrees not to compete with Buyer in any way with respect to the business operations subject to this Agreement. Non-compete agreements shall be personally executed by Thomas L. Howell and Marshall Widman and such agreements shall be delivered to Buyer at Closing, substantially in the form attached hereto as Exhibit C.

3.8 Allocation of Purchase Price. The parties agree that the allocation of the purchase price as among the Assets shall be as follows:

(a) Based on recent counts and sales activity, the inventory at Closing is agreed to have a value of Five Hundred Thousand Dollars (\$500,000.00). The parties

therefore agree that Five Hundred Thousand Dollars (\$500,000.00) of the Purchase Price shall be allocated to inventory.

(b) Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) of the Purchase Price shall be allocated to the furniture, fixtures and equipment set out on Exhibit A.

(c) Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) of the Purchase Price, after said allocations to inventory and to the assets set out on Exhibit A, shall be allocated to the intangible assets included on Exhibit B.

#### ARTICLE IV -- TERMINATION

4.1 Termination. This Agreement may be terminated at any time prior to the Closing Date by mutual consent of the parties hereto.

4.2 Effect of Termination. If this Agreement is terminated as provided herein, this Agreement shall become void.

#### ARTICLE V -- GENERAL PROVISIONS

5.1 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

5.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed validly given if delivered personally; delivered by any other method, including email, for which the sender has received a clear acknowledgment; or sent by certified mail, return receipt requested, to the parties at the following addresses:

**Buyer:** STAR INNOVATIONS II, L.L.C.  
Nicole Gresham Perry, Managing Member  
100 Mission Woods Drive  
New Century, Kansas 66031

**Seller:** Star Innovations, L.L.C.  
c/o Thomas L. Howell  
301 Overland Park Place  
New Century, Kansas 66031

With a copy to:

Mark Firestone  
1305 West 50<sup>th</sup> Street  
Kansas City, Missouri 64112

or such other address as a party shall furnish in writing. Any notice delivered personally shall be deemed received when such delivery is tendered, and if mailed in one of the manners provided above, it shall be deemed received on the second day after it is post-marked. Notices sent by other methods shall be deemed received when actually received by the addressee or its authorized agent.

5.3 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Kansas. The parties agree to Johnson County, Kansas for purposes of venue and jurisdiction for disputes between the parties.

5.4 Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersede any and all prior agreements and understandings relating to the subject matter hereof.

5.5 Headings. The section and article headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

5.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, to the extent allowed hereby.

5.7 Assignment. No assignment of any rights or delegation of any obligations provided for in this Agreement shall be made by or be binding upon any party without the prior written consent of all parties to this Agreement, such consent not to be unreasonably withheld or delayed.

5.8 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

5.9 Time of Essence. Time is of the essence of this Agreement.

5.10 Cooperation. Buyer and Seller agree to make reasonable efforts to cooperate after the Closing Date on matters such as perfections of title, perfection of security

interests, removal of liens, and other matters unforeseen or overlooked in completing the transactions contemplated by this Agreement.

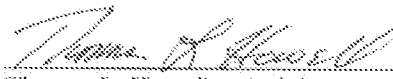
5.11 Release of Liens. Seller has arranged with Missouri Bank & Trust Company to immediately release the UCC Filings on the assets of Seller on receipt of the wire transfer of the sale proceeds from Buyer.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed on the date first above written.

STAR INNOVATIONS II, L.L.C.

By:   
Nicole Graham Perry, Managing Member  
"BUYER"

STAR INNOVATIONS, L.C.

By:   
Thomas L. Howell, Administrator  
"SELLER"