

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3710628

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
HARRY HESLOP	01/11/2016
RECEIVING PARTY DATA	
Name:	SPORTBRAIN HOLDINGS LLC
Street Address:	100 N LASALLE ST SUITE 2400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60602
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7454002
CORRESPONDENCE DATA	
Fax Number:	
<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:	7736694590
Email:	isaac@rabilaw.com
Correspondent Name:	ISAAC RABICOFF
Address Line 1:	100 N LASALLE ST SUITE 2400
Address Line 4:	CHICAGO, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	X2002
NAME OF SUBMITTER:	ISAAC RABICOFF
SIGNATURE:	/Isaac Rabicoff/
DATE SIGNED:	01/26/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=2016.01.11.Exclusive.SBH.IL#page1.tif	
source=2016.01.11.Exclusive.SBH.IL#page2.tif	
source=2016.01.11.Exclusive.SBH.IL#page3.tif	
source=2016.01.11.Exclusive.SBH.IL#page4.tif	
source=2016.01.11.Revocation.SBH.TX#page1.tif	

EXCLUSIVE PATENT LICENSE AGREEMENT

This Exclusive Patent License Agreement ("Agreement"), effective as of January 11, 2016 (the "Effective Date"), is by and between Harry Heslop, an individual residing in Texas ("Licensor"), and SportBrain Holdings LLC, an Illinois limited liability company ("Licensee") (individually, a "Party"; collectively, the "Parties").

WITNESSETH

WHEREAS, Licensor and Licensee wish to enter into an exclusive license for the Licensed Patent for all rights in and to the Licensed Patent, including, but not limited to, the exclusive right to exclude others from making, using, selling, offering to sell, advertising and importing, the patented invention(s), license the License Patent, collect damages, initiate suit, and sublicense its rights herein.

NOW, THEREFORE, in consideration of the above promises and mutual covenants hereinafter contained, the Parties agree as follows:

DEFINITIONS

1.1. As used in this Agreement, the following term shall have the following meanings which shall include both singular and plural forms in context. Additional terms may be defined elsewhere in the Agreement.

1.2. "Licensed Patent" shall mean U.S. Patent No. 7,454,002 (the "'002 patent"), including all continuations, continuations-in-part, divisional, reexaminations, and reissues of the '002 patent, any and all foreign patents or patent applications, corresponding and/or claiming priority in any way to the '002 patent, any and all patents and applications with respect to which the '002 patent claims priority, and any and all patents issuing from the forgoing patents and patent applications referenced in this Section 1.2.

GRANT OF LICENSE

2. Subject to good and valuable consideration, receipt of which is hereby acknowledged, Licensor grants to Licensee a, worldwide, perpetual, irrevocable, exclusive license to all rights under the Licensed Patent, including, but not limited to, the right to: (i) exclude others from making, using, selling, offering to sell, advertising and/or importing the patented invention(s); (ii) grant patent licenses under the Licensed Patent, (iii) collect damages, including past and future damages, for patent infringement of the Licensed Patent, (iv) initiate suit for patent infringement of the Licensed Patent, and (v) sublicense the rights to 2(i)-(iv), all at the sole and absolute discretion of Licensee.

TERM

3. The rights granted hereunder shall commence upon the Effective Date and shall remain in force and effect until six years after the expiration of the Licensed Patent (the "Term").

GOVERNING LAW AND JURISDICTION

4.1. Governing Law. The Parties agree that this Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of Delaware, without regard to its conflict of laws principles.

4.2. Jurisdiction. The Parties hereby submit to the sole and exclusive jurisdiction of, and waive any venue objections against, the federal courts located in the State of Delaware.

WARRANTIES; LIMITATION OF LIABILITY

5.1. Limited Warranty. Licensor represents and warrants that it he has the authority to enter into this Agreement; and that this Agreement is valid and binding and enforceable in accordance with its terms. Licensor further represents and warrants that he owns the Licensed Patent and believes, in good faith, that the Licensed Patent has been validly issued.

5.2. NO OTHER WARRANTY. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5.1, THE LICENSED PATENT IS PROVIDED AS-IS. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WARRANTY, EXPRESS OR IMPLIED, OR REPRESENTATION BY LICENSOR AS TO THE VALIDITY OR SCOPE OF ANY LICENSED PATENT; A WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; A REQUIREMENT THAT EITHER PARTY SHALL FILE ANY PATENT APPLICATION. SECURE ANY PATENT OR MAINTAIN ANY PATENT IN FORCE; AN OBLIGATION TO BRING OR PROSECUTE ACTIONS OR SUITS AGAINST THIRD PARTIES FOR INFRINGEMENT OF ANY PATENT; AN OBLIGATION TO FURNISH ANY MANUFACTURING OR TECHNICAL INFORMATION, OR ANY INFORMATION CONCERNING PENDING PATENT APPLICATIONS; CONFERRING A RIGHT TO USE IN ADVERTISING, PUBLICITY, OR OTHERWISE ANY TRADEMARK OR TRADE NAME OF THE PARTY FROM WHICH A LICENSE IS RECEIVED UNDER THE AGREEMENT; OR GRANTING BY IMPLICATION, ESTOPPEL, OR OTHERWISE ANY LICENSES OR RIGHTS UNDER PATENT OTHER THAN THE LICENSED PATENT. LICENSOR EXPRESSLY DISCLAIMS AND LICENSEE ACCEPTS SUCH DISCLAIMER OF ANY WARRANTY DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE OF THIS AGREEMENT OR BY OPERATION OF LAW.

5.3. CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO. LOSS OF PROFITS OR DAMAGES TO LICENSEE'S BUSINESS REPUTATION HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, INFRINGEMENT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

5.4. LIMITATION OF LIABILITY. IN NO EVENT SHALL LICENSOR'S LIABILITY TO LICENSEE, IN THE AGGREGATE, UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID HEREUNDER BY LICENSEE.

MISCELLANEOUS

6.1. Counterparts. This Agreement shall be executed in counterparts in the English language and each such counterpart shall be deemed an original thereof.

6.2. Entire Agreement Construction. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto.

6.3. Modification. No variation or modification of the terms of this Agreement, nor any waiver of any of the terms or provisions hereof shall be valid unless in writing and signed by an authorized representative of each of the Parties.

6.4. Severability; Interpretation. This Agreement is subject to the restrictions, limitations, terms and conditions of all applicable governmental regulations, approvals and clearances. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect for any reason, that invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein, and instead had been included in such manner as to lawfully effectuate the intent of such term or provision. The Parties acknowledge that each party was represented by legal counsel in connection with this Agreement and that each of them and its counsel have reviewed this Agreement, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any applicable amendments or any exhibits.

6.5. Waiver. Failure by either Party to enforce any rights under this Agreement for any length of time shall not be construed as a waiver of such rights nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

6.6. No Third Party Beneficiaries. The Parties hereto do not intend to create any rights in third persons and the Parties hereto agree that there are no third party beneficiaries to this Agreement. Only the parties to this Agreement and their Subsidiaries may enforce this Agreement, claim any right to benefit from this Agreement, or rely upon the existence of this Agreement for its benefit.

IN WITNESS WHEREOF, the Parties hereto have caused this Patent License Agreement to be executed in duplicate by duly authorized officers effective on the Effective Date set forth above.

HARRY HESLOP

Signature: [Handwritten Signature]

Date: JAN 11th, 2016

SPORTBRAIN HOLDINGS LLC

Signature: [Handwritten Signature]

Name: HARRY HESLOP

Date: JAN 11th, 2016

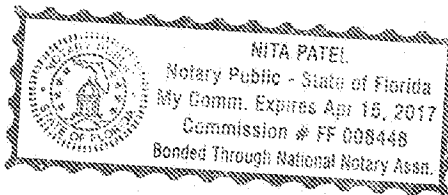
State of Florida

County of Orange

This instrument was acknowledged before me on 1-11-16 (date).

by Harry Heslop (name of person).

[Handwritten Signature]
signature of notary public



REVOCATION OF EXCLUSIVE PATENT LICENSE AGREEMENT

This Revocation of Exclusive Patent License Agreement ("Agreement"), effective as of January 11, 2016 (the "Effective Date"), is by and between Harry Heslop, an individual ("Former Licensor"), and SportBrain Holdings Inc., a Texas corporation ("Former Licensee") (individually, a "Party"; collectively, the "Parties").

WITNESSETH

WHEREAS, Former Licensor and Former Licensee wish to terminate the Exclusive Patent License Agreement, effective as of April 24, 2014.

NOW, THEREFORE, the Parties agree as follows:

DEFINITIONS

1.1. As used in this Agreement, the following term shall have the following meanings which shall include both singular and plural forms in context. Additional terms may be defined elsewhere in the Agreement.

1.2. "Licensed Patent" shall mean U.S. Patent No. 7,454,002 (the "002 patent"), including all continuations, continuations-in-part, divisional, reexaminations, and reissues of the '002 patent, any and all foreign patents or patent applications, corresponding and/or claiming priority in any way to the '002 patent, any and all patents and applications with respect to which the '002 patent claims priority, and any and all patents issuing from the forgoing patents and patent applications referenced in this Section 1.2.

REVOCATION OF LICENSE

2. Former Licensor and Former Licensee agree to revoke the exclusive license granted in the Exclusive License Agreement of the Licensed Patent, effective as of April 24, 2014; and that this Exclusive License Agreement is terminated upon execution of this Agreement. Upon execution of this Agreement, Former Licensor and Former Licensee agree that Former Licensee will have no remaining right or interest in the Licensed Patent.

HARRY HESLOP

Signature: [Handwritten Signature]

Date: Jan 11th, 2016

SPORTBRAIN HOLDINGS INC.

Signature: [Handwritten Signature]

Name: HARRY HESLOP

Date: JAN 11th, 2016

State of Florida
County of Orange

This instrument was acknowledged before me on 1-11-16 (date) by Harry Heslop (name of person).

[Handwritten Signature]
signature of notary public

