

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8206492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BREAKOUT HITTING, LLC	05/17/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VXT SPORTS, LLC
<b>Street Address:</b>	15918 TOWNSHIP GLEN LANE
<b>City:</b>	CYPRESS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77433
<b>PROPERTY NUMBERS Total: 14</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	11278784
Application Number:	17648103
Application Number:	17648106
Application Number:	17648110
Application Number:	63060391
Application Number:	63149351
Application Number:	63203149
PCT Number:	US2171075
PCT Number:	US2361568
Application Number:	18161531
Application Number:	63267371
PCT Number:	US2361577
Application Number:	18161573
Application Number:	63267373
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(512)795-7677
<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>	5129008500
<b>Email:</b>	mail@abel-ip.com

<b>Correspondent Name:</b>	ABEL SCHILLINGER, LLP
<b>Address Line 1:</b>	12414 ALDERBROOK DRIVE
<b>Address Line 2:</b>	SUITE 201
<b>Address Line 4:</b>	AUSTIN, TEXAS 78758

<b>ATTORNEY DOCKET NUMBER:</b>	7659-BH-0001/0002/0003
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<b>NAME OF SUBMITTER:</b>	ANH-TUAN TRAN
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<b>SIGNATURE:</b>	/Anh-Tuan Tran/
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<b>DATE SIGNED:</b>	10/05/2023
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**Total Attachments: 2**

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**AGREEMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT OF ASSETS AND MEMBER  
SHARES AND ASSUMPTION OF OBLIGATIONS**

This Agreement of Conveyance, Transfer and Assignment of Assets and Assumption of Obligations ("Transfer and Assumption Agreement") is made as of May 16, 2022, by Robin B. Cox and Preston C. Cox dba Breakout Hitting, LLC, a Texas Legal Liability Company ("Assignor"), and VXT Sports, LLC ("Assignee").

WHEREAS, Assignor has been engaged in the business of the development of a proprietary vision training tool (the "Business"); and

WHEREAS, Assignor desires to convey, transfer and assign to Assignee, and Assignee desires to acquire from Assignor, all of the assets and Member Shares of Assignor relating to the operation and ownership of the Business, and in connection therewith, Assignee has agreed to assume all of the liabilities of Assignor relating to the Business, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

**Section 1. Assignment.**

**1.1. Assignment of Assets.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor does hereby assign, grant, bargain, sell, convey, transfer and deliver to Assignee, and its successors and assigns, all of Assignor's right, title and interest in, to and under the assets, properties and business, of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, held or used in the conduct of the Business (the "Assets") including any and all intellectual property both filed and anticipated filings.

**1.2 Further Assurances.** Assignor shall from time to time after the date hereof at the request of Assignee and without further consideration execute and deliver to Assignee such additional instruments of transfer and assignment, including without limitation any bills of sale, assignments of leases, deeds, and other recordable instruments of assignment, transfer and conveyance, in addition to this Transfer and Assumption Agreement, as Assignee shall reasonably request to evidence more fully the assignment by Assignor to Assignee of the Assets.

**Section 2. Assumption and Cancellation of Shares.**

**2.1 Assumed Liabilities.** As of the date hereof, Assignee hereby assumes and agrees to pay, perform and discharge, fully and completely, (i) all liabilities, commitments, contracts, agreements, obligations or other claims against Assignor, whether known or unknown, asserted or unasserted, accrued or unaccrued, absolute or contingent, liquidated or unliquidated, due or to become due, and whether contractual, statutory, or otherwise associated with the Business (the "Liabilities").


**2.2 Further Assurances.** Assignee shall from time to time after the date hereof at the request of Assignor and without further consideration execute and deliver to Assignor such additional instruments of assumption in addition to this Transfer and Assumption Agreement as Assignor shall reasonably request to evidence more fully the assumption by Assignee of the Liabilities.

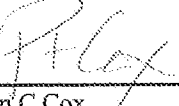
**Section 3. Headings.** The descriptive headings contained in this Transfer and Assumption Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Transfer and Assumption Agreement.

**Section 4. Governing Law.** This Transfer and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed entirely within that state, except that any conveyances of leaseholds and real property made herein shall be governed by the laws of the respective jurisdictions in which such property is located.

IN WITNESS WHEREOF, this Transfer and Assumption Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

Breakout Hitting, LLC

By:   
Robin B Cox

By:  5/17/22  
Preston C Cox

Witnessed by 

Printed name GRAHAM BRANDE

Dated 5/17/2022