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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Velocity Development Company, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Georgia Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Velocity Sports Performance Internal Franchise Systems, LLC Address: 3650 Brookside Pkwy, Suite 300 Street Address: Alpharetta State: GA Zip: 30022 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other LLC-State of Georgia If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: May 1, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,777,247 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Friedman, Rosenwasser & Goldbaum Attn: Ronald N. Rosenwasser Internal Address: Suite 801 Street Address: 5355 Town Center Road City: Boca Raton State: FL Zip: 33486

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 2003 DEC 10 AM 7:03 DPR/FINANCE

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9. Signature. David B. Walmsley Name of Person Signing Signature Date 11/10/03 Total number of pages including cover sheet, attachments, and document: 4

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002878 FRAME: 0507

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered as of May 1, 2002 between VELOCITY DEVELOPMENT COMPANY, INC. ("VDC"), a Georgia corporation, whose principal offices are located at 2125 Corporate Drive, Suite 101, Marietta, Georgia 30067, and VELOCITY SPORTS PERFORMANCE FRANCHISE SYSTEMS, LLC ("Velocity Sports"), a Georgia limited liability company, whose principal offices are 2125 Corporate Drive, Suite 101, Marietta, Georgia 30067.

Introduction:

- A. VDC owns certain trademarks (including, without limitation, **VELOCITY SPORTS PERFORMANCE**, together with certain logos pertinent thereto), trade dress, copyrights, trade secrets, know-how, and other intellectual property, including, without limitation, that more specifically described in Schedule A, as well as the good will pertinent thereto (collectively, the "Intellectual Property").
- B. VDC has agreed to assign the Intellectual Property to Velocity Sports.

FOR \$10 AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Agreement:

- Assignment.** VDC hereby assigns all its right, title, and interest in and to the Intellectual Property to Velocity Sports, as well as all assets used to operate the sports-performance-training business with which such Intellectual Property is used and Velocity Sports accepts such assignment. Notwithstanding anything in this Agreement to the contrary, the assignment of the Intellectual Property is not an assignment in gross; VDC retains no right to operate any business relating to the Intellectual Property (including, without limitation, a *Velocity Sports Performance* sports-performance training business).
- Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations, if any, made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Agreement are of any force.
- Amendments.** The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.
- Binding Effect.** All of the terms and provisions of this Agreement, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal representatives, legal representatives, heirs, successors and permitted assigns.
- Jurisdiction and Venue.** A substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Fulton County, Georgia. Therefore, each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement must be brought only in the courts of record of the State of Georgia in Fulton County or the District Court of the United States, Northern District of Georgia, the Atlanta Division; (b) consents to the jurisdiction of each such

court in any suit, action or proceeding; (c) waives any objection which he, she or it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in the State of Georgia.

6. **Applicable Law.** This Agreement must be construed in accordance with the laws of the State of Georgia, disregarding its conflicts-of-law principles, subject to the provisions of the Lanham Act (15 U.S.C. §§1051 *et seq.*), the Copyright Act (title 17, U.S.C.), and the Patent Act (title 35, U.S.C.).
7. **Further Assurances.** VDC must perform all further acts and execute and deliver all further documents, instruments, and agreements that Velocity Sports may request to consummate the transactions contemplated in this Agreement or to more fully evidence or perfect its ownership interest in the Intellectual Property, or to register any of its rights therein with the federal or any state governmental authority (including, without limitation, the U.S. Patent and Trademark Office or Copyright Office).

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date set forth above.

ASSIGNOR:

VELOCITY DEVELOPMENT COMPANY, INC.

By: David B. Walmsley
(signature)

Print Name: DAVID WALMSLEY

Its: PRESIDENT

ASSIGNEE:

VELOCITY SPORTS PERFORMANCE
FRANCHISE SYSTEMS, LLC.

By: David B. Walmsley
(signature)

Print Name: DAVID B. WALMSLEY

Its: CEO

SCHEDULE A

All sports performance training programs, manuals and other intellectual property developed by VDC principals, executives and staff members that directly further the business goals of Velocity Sports.

All trademarks and or service marks—including, without limitation, **VELOCITY SPORTS PERFORMANCE**, together with all logos pertaining thereto, and all federal and state trademark registrations and applications for such registration.

All operations and systems that have been or have yet to be developed, including marketing programs, computer software, financial accounting systems and methods, human resources policies, advertising materials and copy and any creative work developed.

Trade names and other proprietary nomenclature.