

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXPOINT, LLC		06/16/2005	LLC: COLORADO
RECEIVING PARTY DATA			
Name:	ACE TENNIS TECHNOLOGIES LLC		
Street Address:	1513b Oyster Catcher Point		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34105		
Entity Type:	LLC: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78122140	ACE	
CORRESPONDENCE DATA			
Fax Number:	(312)551-1101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312/551-8300		
Email:	ssmilie@pfs-law.com		
Correspondent Name:	Scott W. Smilie--Patzik, Frank & Samotny		
Address Line 1:	150 South Wacker Drive		
Address Line 2:	Suite 900		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Scott W. Smilie		
Signature:	/scott w smilie/		
Date:	09/01/2005		

CH \$40.00 78122140

Total Attachments: 4

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TRADEMARK ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, **NEXPOINT, LLC**, a Colorado limited liability company having a business address of 6241 Reserve Drive, Boulder, Colorado 80303 (hereinafter sometimes referred to as “**Assignor**”), hereby sells, transfers, assigns, and conveys to **ACE TENNIS TECHNOLOGIES LLC**, an Illinois limited liability company having a business address of c/o Mr. Craig T. Bouchard, 1513b Oyster Catcher Point, Naples, Florida 34105 (hereinafter sometimes referred to as “**Assignee**”), Assignor’s entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, service marks, service mark applications and/or trademark applications respectively listed on **Schedule A** attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future (the “**Trademarks**”), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor agrees without charge to said Assignee but at Assignee’s expense to execute and deliver to Assignor such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

Assignor hereby grants to PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 900, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

ASSIGNOR:

NEXPOINT LLC

By: [Signature]

Title: PRESIDENT

Date: 6 16, 2005

ASSIGNEE:

ACE TENNIS TECHNOLOGIES LLC

By: _____

Title: _____

Date: _____, 2005

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged/subscribed and sworn to before me on this 16 day of June, 2005 by

RONALD L. KRUBEK
(name of signor)

[Signature]
NOTARY PUBLIC

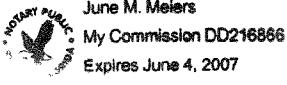
SEAL

This instrument was acknowledged/subscribed and sworn to before me on this ___ day of _____, 2005 by

(name of signor)

NOTARY PUBLIC

SEAL



SCHEDULE A

APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>
ACE*	USA	78122140

* For Software for Tracking and Scoring Statistics Related to Sports Performance for Use on a Personal Computer, Personal Digital Assistant or any Other Handheld Information Processing Device, and Not in the Area of Health and Fitness.