

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
Darryl B Killion		04/22/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Shawn Sandoval		
Street Address:	6 Ironwood		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92604		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85309400	MOJO BALL	
Serial Number:	85190790	MOJO BASEBALL	
CORRESPONDENCE DATA			
Fax Number:	949781857		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9492788149		
Email:	themojoball@gmail.com		
Correspondent Name:	Shawn Sandoval		
Address Line 1:	6 Ironwood		
Address Line 4:	Irvine, CALIFORNIA 92604		
NAME OF SUBMITTER:	Darryl Killion		
Signature:	/darryl killion/		
Date:	04/22/2012		

OP \$65.00 85309400

Total Attachments: 11

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SEPARATION AGREEMENT

This SEPARATION AGREEMENT (the "Agreement") is entered into by and between SHAWN SANDOVAL, an individual (hereinafter "SANDOVAL") and DARRYL KILLION, an individual (hereinafter "KILLION"). SANDOVAL and KILLION are sometimes referred to collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, SANDOVAL AND KILLION entered in a written Partnership Agreement on or about April 23, 2011 wherein a general partnership under the name of Team Mojo was formed.

WHEREAS, Team Mojo was and is in the business of selling baseball and softball equipment to retail stores and to consumers on-line.

WHEREAS, since April 23, 2011, KILLION has owned sixty percent (60%) interest in Team Mojo.

WHEREAS, KILLION now desires to sell, and SANDOVAL desires to purchase, the Redemption Interest.

WHEREAS, upon transfer of the Redemption Interest to SANDOVAL, KILLION intends to separate from Team Mojo and no longer serve as partner, employee or agent of Team Mojo.

WHEREFORE, in consideration of the mutual agreements, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. REDEMPTION AND WITHDRAWAL. The Redemption Interest shall be redeemed by SANDOVAL effective as of 12:00 p.m. on April 22, 2012, or any such earlier date and time as the Parties may mutually agree to in writing (the "Redemption Effective Date"), in accordance with the terms and conditions set forth herein. KILLION shall sell, assign, and transfer the entire Redemption Interest to SANDOVAL and terminate his association with Team Mojo as of the close of business on the Redemption Effective Date by delivery of a duly executed assignment in the form attached hereto as Exhibits A and B (the "Sale and Assignment of Ownership Interest" and "Description of Trademark").

2. CONSIDERATION FOR REDEMPTION INTEREST.

A. SANDOVAL's Consideration to KILLION. The Parties agree that, in exchange for the Redemption Interest, SANDOVAL shall pay KILLION total Purchase Price of ten thousand dollars (\$10,000.00) pursuant to the following payment terms: six thousand dollars (\$6,000.00) upon execution of this Agreement and four thousand dollars (\$4,000) six months after the Redemption Effective Date.

TRADEMARK

REEL: 004762 FRAME: 0268

SANDOVAL also agrees to pay KILLION a commission for every Yellow Mojo Ball and Red Mojo Ball purchased from Team Mojo (hereinafter collectively "Ball" or "Balls") beginning six months and one day after the Redemption Effective Date. SANDOVAL shall pay \$.05 per Ball up to a maximum commission of thirty thousand dollars (\$30,000.00). KILLION shall not be entitled to receive any commission or other compensation for sales of any other Team Mojo product or balls. Commission payments shall be paid to KILLION thirty (30) days after the due date for Team Mojo's quarterly State Board of Equalization Sales and Use tax return.

B. No Retained Interest. The Parties agree that the Purchase Price provided for in this Section 2 is the total consideration payable by SANDOVAL to KILLION for the Redemption Interest, and KILLION shall not retain any interest in, or be entitled to receive distributions of, any assets, profits, or funds of Team Mojo. KILLION shall assign all his title and ownership interest in "The Mojo Ball" and "Mojo Baseball" trademarks as well as the "Mojo-baseball.com" and "Themojoball.com" URL to SANDOVAL.

C. Accounts Receivable and Existing Clients of Team Mojo. KILLION shall have no right to any portion of the accounts receivables of Team Mojo existing as of the Redemption Effective Date. KILLION agrees that all clients of Team Mojo and all matters being handled by Team Mojo as of the Redemption Effective Date shall remain clients and matters of Team Mojo following the Redemption Effective Date regardless of whether such clients or matters were brought to, or were being handled principally by, KILLION prior to the Redemption Effective Date. KILLION further acknowledges that such clients and matters will be transferred to Team Mojo.

3. TAXES. The Parties acknowledge and agree that for the 2012 tax year and thereafter, the remaining owner of Team Mojo shall claim any and all profits or losses attributed to Team Mojo on their taxes. KILLION shall make no such claim.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

A. Of Each Party. SANDOVAL and KILLION each hereby represents and warrants to and covenants to each of the other Parties that:

(i) Neither the execution nor the delivery of this Agreement, the incurrence of the obligations herein set forth, the consummation of the transactions herein contemplated, nor the compliance with the terms of this Agreement will conflict with, or result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease, or other agreement or instrument to which such Party is a party or by which such Party may be bound.

(ii) Such Party has the right, power, legal capacity, and authority to execute and enter into this Agreement and to execute all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement.

(iii) No approval or consent not heretofore obtained by any person or entity is necessary in connection with the execution of this Agreement by such Party or the performance of such Party's obligations under this Agreement.

(iv) Such Party has made such investigation of the facts pertaining to this Agreement, and all of the matters pertaining thereto, as he deems necessary.

(v) Except as expressly provided herein, no person has made any statement or representation to such Party regarding any fact relied upon by such Party in entering into this Agreement and each Party specifically does not rely upon any statement, representation, or promise of any other person in executing this Agreement.

(vi) Such Party relies on the finality of this Agreement as a material factor inducing his or its execution of this Agreement, and the obligations under this Agreement.

(vii) Such Party will not take any action which would interfere with the performance of this Agreement by any other Party or which would adversely affect any of the rights provided for herein.

(viii) To the best knowledge and belief of such Party, Team Mojo is not subject to any actual or threatened claims, demands, liabilities, liens, causes of action, suits, obligations, controversies, debts, costs, expenses, damages, judgments, and orders of whatever kind or nature, in law, equity, or otherwise.

B. Additional Representations, Warranties, and Covenants of KILLION. KILLION hereby represents and warrants to and covenants to SANDOVAL that:

(i) KILLION owns the Redemption Interest free and clear of any and all liens, security interests, claims and encumbrances.

(ii) To the best of his knowledge, KILLION is not subject to any actual or threatened claims, demands, liabilities, liens, causes of action, suits, obligations, controversies, debts, costs, expenses, damages, judgments, and orders of whatever kind or nature, in law, equity, or otherwise arising out of his business activities while associated with Team Mojo.

5. MUTUAL ANTI-DISPARAGEMENT. Each Party mutually agrees to refrain from making any disparaging or negative comments about the other Party, or persons affiliated or associated with the other Party, of any nature whatsoever, including, without limitation, comments about this Agreement, the circumstances leading up to this Agreement, or any other comment concerning KILLION, SANDOVAL, and/or Team Mojo.

6. NON-DISCLOSURE AND CONFIDENTIALITY

A. Definitions. The following definitions apply to this Agreement:

i. "Confidential Information" means information, from any source, that is used in Team Mojo's business and is: (a) proprietary to Team Mojo; (b) gives Team Mojo a

competitive advantage or the opportunity to obtain a competitive advantage; (c) designated by Team Mojo as confidential or secret or that should reasonably be assumed by KILLION to be confidential or secret; or (d) not generally known to the public.

Confidential information does not include any information that: (a) is already lawfully in possession of KILLION (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of KILLION; (c) is disclosed to KILLION by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by KILLION as a matter of law provided that KILLION will use all reasonable efforts to provide Team Mojo with prior written notice of such disclosure to enable Team Mojo to obtain a protective order therefor; (e) is disclosed by KILLION with Team Mojo's written approval; or (f) is independently developed by KILLION without any use of confidential information. In all cases, KILLION will use all reasonable efforts to give Team Mojo ten (10) business days' prior written notice of any disclosure of confidential information.

Examples of Confidential Information include, without limitation:

- a. Team Mojo's personnel and financial information, manufacturer names and information, vendor names and information, product cost information, and operational and procedural manuals.
- b. Team Mojo's proprietary computer software of any type, whether in source code, object code, annotations, coding notes, or any other form, in any stage of research and development, production, or manufacture.
- c. Information relating to any of Team Mojo's proprietary rights or information, information concerning project development, including technical, engineering, or production data, test data or results, and information concerning Team Mojo's efforts to acquire, protect, and license proprietary rights.
- d. Team Mojo's price, cost and fee data, pricing and billing policies, data, forecasts, plans, and strategies for all aspects of Team Mojo operations, marketing, and sales, whether or not in effect.
- e. The names and all other information concerning the Team Mojo's customers, manufacturers, or vendors, including customer and vendor lists, customer preferences, pricing, and all data relating to the type, quantity, specifications, and price of Team Mojo products and/or services received or provided by any customer or vendor.
- f. Any and all work product created by KILLION created or produced during his ownership of Team Mojo is the exclusive property of Team Mojo.

B. Covenant to Maintain Confidentiality. KILLION hereby covenants and agrees as follows:

i. Nondisclosure. KILLION hereby acknowledges and agrees that KILLION will not disclose or cause to be disclosed any Confidential Information of which KILLION became aware or has knowledge while at Team Mojo or by virtue of his association with or ownership of Team Mojo either during or after his relationship with Team Mojo. KILLION shall also make best efforts to prevent inadvertent disclosure of any Confidential Information.

ii. No Use, Copying, or Transfer. KILLION will not use, copy, or transfer Confidential Information other than as necessary to carry out the course of his or her employment, without first obtaining Team Mojo's written consent. KILLION will also take all reasonable precautions to prevent inadvertent use, copying, or transfer of Confidential Information. Use, transfer, or copying of Confidential Information includes, but is not limited to, selling or licensing any products or services that contain or are derived from Confidential Information.

iii. No Use of Name or Mark. KILLION agrees not to use Team Mojo's name, trademark, service mark, or any other name under which Team Mojo is known or does business, for any purpose or activity after the Redemption Effective Date.

7. COVENANT TO NOT COMPETE. KILLION shall not directly or indirectly, for whatever reason, solicit, contact, or perform services for any of customers KILLION has done business while he was an owner of Team Mojo for his own benefit or as an officer, director, shareholder, partner, advisor, consultant, or employee of any third party during the time KILLION is receiving commissions pursuant to paragraph 2A of this Agreement and for a period of two (2) years following the last commission payment. KILLION shall not directly or indirectly, conduct or assist any business, person, or entity in competition with Team Mojo or SANDOVAL for the same period of time. It is hereby understood and agreed that, in the event of a breach by KILLION of any of the Covenant to Not Compete, damages are an inadequate remedy. Any breach will cause SANDOVAL and Team Mojo irreparable injury and damage and KILLION therefore agrees that SANDOVAL and Team Mojo is entitled to seek injunctive and equitable relief in addition to all other remedies available to it by law, in the event of a breach or anticipated breach by KILLION of any of the terms of the Covenant to Not Compete. The terms of this paragraph shall survive the Closing.

8. MISCELLANEOUS.

A. Attorneys' Fees to Enforce This Agreement or in Subsequent Litigation. In the event any Party shall maintain or commence any action, proceeding, or motion against any other Party to enforce this Agreement or any provision thereof, the prevailing Party therein shall be entitled to recover his/its reasonable attorneys' fees and costs therein incurred. Each Party agrees that if such Party hereafter commences, joins in, or in any manner asserts against any other Party any of the claims released hereunder, then it/he will pay to the other Party, in addition to any other damages caused to the other Party thereby, all reasonable attorneys' fees and costs incurred in defending or otherwise responding to such suit or claim.

B. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

C. Survival. All of the terms, representations, warranties, and other provisions of this Agreement shall survive and remain in effect after the Redemption Effective Date.

D. Costs. Each Party shall pay its/her own legal fees and expenses incidental to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

E. Execution of Documents. Each Party agrees to execute all documents necessary to carry out the purpose of this Agreement and to cooperate with each other for the expeditious filing of any and all documents and the fulfillment of the terms of this Agreement.

F. Successors and Assigns. This Agreement shall inure to the benefit of the transferees, successors, assigns, heirs, beneficiaries, executors, administrators, partners, agents, employees, and representatives of each Party.

G. Controlling Law. This Agreement has been entered into in the State of California and the Agreement, including any rights, remedies or obligations provided for thereunder, shall be construed and enforced in accordance with the laws of the State of California.

H. Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement or any other Transaction Documents or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be submitted to mediation prior to initiation of any arbitration or other judicial proceeding. If the dispute is not resolved by mediation, it shall be determined by binding arbitration in Orange County, California, before one (1) arbitrator who shall be a retired judge admitted to practice law in the State of California. The arbitration shall be administered by JAMS (or any like organization successor thereto) pursuant to its Streamlined Arbitration Rules and Procedures. The arbitrator shall follow any applicable federal law and California state law in rendering an award. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Subject to the foregoing, for purposes of any proceeding, dispute, controversy or claim relating to this Agreement or any other Transaction Document (including seeking an equitable remedy), each party to this Agreement hereby submits to the exclusive personal jurisdiction of any court of competent jurisdiction in the State of California, and each party hereby waives its right to contest the jurisdiction or venue of any such court, whether on the grounds of inconvenience or otherwise. The Parties hereby waive any and all right to a jury trial.

I. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts each of which may be deemed an original and shall become effective

when the separate counterparts have been exchanged among the Parties. A signed copy of this Agreement transmitted by facsimile or other digital imaging method to the other Parties will be binding on the signatory thereto.

J. Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

K. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

L. Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference as though fully set forth herein.

M. Variation of Provisions. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

N. Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Party or to an officer of the Party to whom the same is directed, or sent by regular, registered, or certified mail, addressed to the person to whom directed at the following address, or to such other address as such Party may from time to time specify by notice to the Parties:

(i) If to SHAWN SANDOVAL:

Shawn Sandoval
6 Ironwood
Irvine, CA 92604

(ii) If to DARRYL KILLION:

Darryl Killion
9 Earlymorn
Irvine, CA 92614

Any such notice shall be deemed to be delivered, given, and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid. Any Party may from time to time specify a different address by choice to the other Parties.

O. Amendments. Any amendment to this Agreement shall be in writing and executed by each Party hereto.

P. Transfer of Documents. KILLION shall, within seven (7) days after the Redemption Effective Date, turn over to SANDOVAL all records, files and other documents, papers, and materials of any kind or nature in his possession which belong to Team Mojo and its clients and relate to its or their business, assets affairs, obligations, or other matters.

Q. Entire Agreement. This Agreement and the attached Exhibits contains the entire understanding among the Parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement as of the date first set forth above.

SHAWN SANDOVAL:



Date: 4/22/2012

DARRYL KILLION:



Date: 4/22/2012

EXHIBIT A
FORM OF SALE AND ASSIGNMENT OF OWNERSHIP INTEREST

See Attached.

SALE AND ASSIGNMENT OF OWNERSHIP INTEREST

This PURCHASE AND SALE OF OWNERSHIP INTEREST ("Sale and Assignment") is executed and delivered effective as of 12:00 p.m. on April 22, 2012, by and among **DARRYL KILLION**, an individual (hereinafter "KILLION"), and **SHAWN SANDOVAL** (hereinafter "VME"). This Sale and Assignment relates to that certain Separation Agreement, effective as of 12:00 p.m. on April 22, 2012, by and between KILLION and SANDOVAL. Capitalized terms not defined herein shall have the same meanings as set forth in the Separation Agreement. The Separation Agreement contemplates a transaction in which KILLION will transfer, assign and sell, and SANDOVAL will purchase and redeem, the Redemption Interest.

For good and valuable consideration and subject to the terms of the Separation Agreement, KILLION hereby transfers, assigns and conveys the Redemption Interest to SANDOVAL.

IN WITNESS WHEREOF, the parties hereto have subscribed to this Sale and Assignment to be effective as of the date first above written.

SHAWN SANDOVAL:



DARRYL KILLION:



Date: 4/22/2012

Date: 4/22/2012

TRADEMARK

REEL: 004762 FRAME: 0277

EXHIBIT B

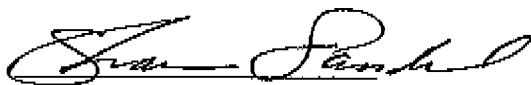
DESCRIPTION OF TRADEMARK

Mojo Baseball

Word Mark MOJO BASEBALL
Goods and Services IC 028. US 022 023 038 050. G & S: Action skill games; baseballs. FIRST USE: 20100815. FIRST USE IN COMMERCE: 20100815
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 85190790
Filing Date December 4, 2010
Current Basis 1A
Original Filing Basis 1A
Published for Opposition May 3, 2011
Owner (APPLICANT) Killion, Darryl INDIVIDUAL UNITED STATES 9 Earlymorn Irvine CALIFORNIA 92614
Prior Registrations 3110536
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BASEBALL" APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Mojo Ball

Word Mark MOJO BALL
Goods and Services IC 028. US 022 023 038 050. G & S: Action skill games. FIRST USE: 20110501. FIRST USE IN COMMERCE: 20110501
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86309400
Filing Date May 2, 2011
Current Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) Killion, Darryl B. INDIVIDUAL UNITED STATES 10 Earlymorn Irvine CALIFORNIA 92614
Prior Registrations 3110636
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BALL" APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE



SHAWN SANDOVAL

DATE 4/22/2012



DARRYL KILLION

DATE 4/22/2012

TRADEMARK

RECORDED: 04/22/2012

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