

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sportsense Technologies, Inc.		04/05/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Spiraledge, Inc.		
Street Address:	110 Rio Robles Drive		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3945386	SPORTSENSE	
CORRESPONDENCE DATA			
Fax Number:	5108362595		
<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:	5108328700		
Email:	bsb@bsbllp.com,kskinner@bsbllp.com		
Correspondent Name:	Kathleen A. Skinner		
Address Line 1:	One Kaiser Plaza Suite 750		
Address Line 4:	Oakland, CALIFORNIA 94612		
ATTORNEY DOCKET NUMBER:	K3041-215		
NAME OF SUBMITTER:	Kathleen A. Skinner		
SIGNATURE:	/Kathleen A. Skinner/		
DATE SIGNED:	05/22/2014		
Total Attachments: 3			
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OP \$40.00 3945386

TRANSFER AND ASSIGNMENT OF INTELLECTUAL PROPERTY

April This Transfer and Assignment of Intellectual Property Agreement (the "Agreement") is made and entered into as of ~~March~~ 5, 2012, by and between Sportsense Technologies, Inc., a Delaware corporation ("Sportsense"), John J. Anthony, III, an individual residing in Andover, Connecticut ("Anthony"), Scott E. Chalfant, an individual residing in East Lyme, Connecticut ("Chalfant"), and Spiraledge, Inc., a Delaware corporation ("Spiraledge").

WHEREAS, Anthony and Chalfant are the inventors of a Multi-state Performance Monitoring System that is the subject matter of U.S. Patent Application No. 12/691,414, filed in the United States Patent and Trademark Office ("USPTO") on January 21, 2010 ("the Patent Application")(collectively, "the Invention");

WHEREAS, Anthony and Chalfant assigned their rights in and to the Invention to Swimsense, LLC on January 21, 2010 pursuant to an assignment a copy of which was recorded in the USPTO on February 18, 2010 at reel/frame 023956/0718 ("the January 21, 2010 Assignment");

WHEREAS, Swimsense, LLC, a Connecticut Limited Liability Company merged with Sportsense, LLC, a Connecticut Limited Liability Company, into Sportsense on April 8, 2011 ("the Merger") as documented by an extract of a Certificate of Merger dated April 8, 2011 issued by the Secretary of State of the state of Delaware (the "Merger Extract");

WHEREAS, Swimsense, LLC on May 9, 2011 assigned its rights in and to the Invention to Sportsense by a nunc pro tunc assignment effective as of April 8, 2011 ("the May 9, 2011 Assignment");

WHEREAS, in view of the January 21, 2010 Assignment, the Merger, and the May 9, 2011 Assignment, the Invention is owned by Sportsense;

WHEREAS, Sportsense is the sole owner of, and is using, the mark SPORTSENSE, and is the owner of U.S. Trademark Registration No. 3,945,386 (which is shown in the name of Swimsense, LLC in the records of the USPTO) for the mark SPORTSENSE (collectively, "the Trademark") (the Invention and the Trademark hereinafter collectively referred to as "the Intellectual Property");

WHEREAS, Spiraledge desires to acquire all right, title and interest in and to the Intellectual Property; and

WHEREAS, Anthony, Chalfant and Sportsense desire to transfer said right, title and interest in and to the Intellectual Property to Spiraledge;

THE PARTIES THEREBY AGREE:

1. For good and valuable consideration, the receipt of which is hereby acknowledged in the total amount of \$20,000 (representing \$10,000 for the Invention and \$10,000 for the Trademark), Sportsense hereby assigns and transfers to Spiraledge, and Spiraledge's legal representatives, successors and assigns,
 - a. the entire right, title, and interest in and to the Invention and any other application, domestic or foreign, that claims the Invention, as well as any

Letters Patent, domestic or foreign, that may or shall issue thereon; and Sportsense does hereby authorize and request the Commissioner for Patents to issue said Letters Patent to Spiraledge agreeably with the terms of this Assignment, and

- b. the entire right, title and interest in the Trademark, together with the goodwill of the business symbolized by the Trademark, and all causes of action and claims based on past actions or infringements related thereto.
2. If, and to the extent that, the January 21, 2010 Assignment did not transfer the entire right, title and interest in and to the Invention to Swimsense, LLC, and if for any reason the Merger did not transfer to or merge into Sportsense the entire right, title and interest in and to the Invention, Anthony and Chalfant hereby assign and transfer to Spiraledge, and Spiraledge's legal representatives, successors and assigns, any residual or remaining interest in and to the Invention and any other application, domestic or foreign, that claims the Invention, as well as any Letters Patent, domestic or foreign, that may or shall issue thereon; and Anthony and Chalfant hereby authorize and request the Commissioner for Patents to issue said Letters Patent to Spiraledge agreeably with the terms of this Assignment.
3. Anthony, Chalfant and Sportsense convey to Spiraledge all priority rights and priority claims pertaining thereto resulting from the filing of the Patent Application, and any continuations, continuations-in-part, or divisions thereof, in the United States, and the right to make applications in its own name and behalf for protection of the Invention in countries foreign to the United States.
4. Sportsense authorizes Spiraledge to record in the trademark assignment records of the U.S. Patent and Trademark Office the Merger Extract.
5. Sportsense hereby covenants, warrants, and represents to Spiraledge that:
 - a. Sportsense is the sole owner of and has the exclusive right to use the Intellectual Property, free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement with respect to the Intellectual Property that is in conflict with this Agreement.
 - b. Except as specified above, no other patent or trademark applications, patents, or trademark registrations have been filed with or obtained with respect to the Intellectual Property.
 - c. Anthony and Chalfant and Sportsense each agree to execute such additional assignments and other writings and do such additional acts as Spiraledge may deem necessary or desirable to perfect Spiraledge's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, continuation-in-part, renewal, reexamined, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents and of the Trademark, by giving testimony in any proceedings or transactions involving

such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of both parties.

6. This Agreement is governed by the laws of the state of California without regard to its conflict of law rules. In the event any party hereto shall bring any action or proceeding to enforce any provision of this Agreement against any other party (or permitted assignee), the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and necessary disbursements (whether incurred at trial, on appeal, or in enforcing a judgment against the other party) in addition to any other relief to which such party is entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.


Sportsense Technologies, Inc.

April
Date: ~~March~~ 5, 2012


By: John J. Anthony, III
Its: President

John J. Anthony, III

April
Date: ~~March~~ 5, 2012


John J. Anthony, III, individually
13 Plants Dam Road
East Lyme, CT 06333

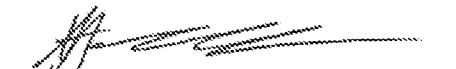
Scott E. Chalfant

April
Date: ~~March~~ 5, 2012


Scott E. Chalfant, individually
326 Hebron Road
Andover, CT 06232-1718

Spiraledge, Inc.

April
Date: ~~March~~ 5, 2012


By: Avi Benaroya
Its: CEO
110 Rio Robles Drive
San Jose, CA 95134