

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329249

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ball Dynamics International, LLC		01/12/2015	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FI, Inc.		
<b>Street Address:</b>	11990 Grant Street, Suite 550		
<b>City:</b>	Northglenn		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80233		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4316410		
<b>Registration Number:</b>	4316411		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	Scott@packarddierking.com		
<b>Correspondent Name:</b>	Scott H. Culley		
<b>Address Line 1:</b>	2595 Canyon Street, Suite 200		
<b>Address Line 2:</b>	Packard Dierking, LLC		
<b>Address Line 4:</b>	Boulder, COLORADO 80302		
<b>ATTORNEY DOCKET NUMBER:</b>	1719-02		
<b>NAME OF SUBMITTER:</b>	Scott H. Culley		
<b>SIGNATURE:</b>	/ScottHCulley/		
<b>DATE SIGNED:</b>	01/16/2015		
<b>Total Attachments: 2</b>			
source=BDI-FI Grant of Security Interest in Fitball Class 009 trademarks (00164043xA14B2)#page1.tif			
source=BDI-FI Grant of Security Interest in Fitball Class 009 trademarks (00164043xA14B2)#page2.tif			

OP \$65.00 4316410

GRANT OF SECURITY INTEREST IN TRADEMARKS  
(Confirmation of Subsequently Created or Acquired Collateral)  
July 1, 2007

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Ball Dynamics International, LLC, a Colorado limited liability company (the "Grantor") with principal offices at 14215 Mead Street, Longmont, Colorado 80504, hereby grants, creates, conveys and mortgages to FI, Inc., a Colorado corporation, with principal offices c/o 11990 Grant Street, Suite 550, Northglenn, Colorado 80233 (the "Grantee"), a continuing first position security interest in: (i) all of the Grantor's right, title and interest in and to trademarks, trademark registrations and trademark applications in the United States and any other countries in which Grantor subsequently acquires trademark rights for "Fitball" (the "Marks") including, but not limited to, those set forth on Schedule A attached hereto, (ii) any and all licenses or other use agreements for the marks and set forth in that certain Second Amended and Restated Trademark Agreement effective as of July 1, 2007 between Grantor and Grantee, which includes a security agreement that creates and provides for a continuing first position security interest ("Trademark Agreement"), (iii) the goodwill of the businesses symbolized by the Marks, and (iv) all products and proceeds of items (i), (ii) and (iii) including, without limitation, all causes of action arising prior to or after the date hereof for infringement or dilution of any of the Marks or unfair competition regarding the same. Notwithstanding anything to the contrary herein, this will clarify and confirm that this grant is made in addition to existing collateral, is a confirmation of subsequently acquired or created collateral as provided in the Trademark Agreement and is not a replacement of any previous grants pursuant to the Trademark Agreement.

THIS GRANT is made and entered into to secure the full and prompt performance and payment of all the obligations of the Grantor to Grantee pursuant to the Trademark Agreement (as amended from time to time).

This Grant has been made and entered into in conjunction with the security interest granted to the Grantee under the Trademark Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Trademark Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Trademark Agreement, the provisions of the Trademark Agreement shall govern.

The undersigned have executed this Grant effective as of the date first above written.

Grantor:

Grantee:

By: 

Elizabeth C. Nickels, Manager

By: 

Dale Mayer, President

SCHEDULE A

THE MARKS

**United States**

Trademark	Goods/Services	Reg. No. / Ser. No.	Status
Fitball Design w/o Oval	Class 009: Digital media, namely DVDs	Reg. No. 4,316,410	Registered: 4/9/2013
Fitball Design w/ Oval	Class 009: Digital media, namely DVDs	Reg. No. 4,316,411	Registered: 4/9/2013