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
Nfinity Products and Services, Inc.		04/01/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Nfinity IP, LLC
Street Address:	1226 Spring Street NW
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3562774	THE OFFICIAL SHOE OF CHEERLEADING
Registration Number:	3720240	
Registration Number:	3075134	NFINITY
Serial Number:	77559919	N
Serial Number:	77792257	NFINITY WE ARE WOMEN'S SPORTS
Serial Number:	77792289	NFINITY
Serial Number:	77849683	
Serial Number:	77937143	SPORTSNATION

CORRESPONDENCE DATA

Fax Number: (770)951-0933

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

7709339500 Phone:

Email: gina.silverio@tkhr.com Correspondent Name: James W. Kayden 600 Galleria Parkway Address Line 1:

900160697 REEL: 004194 FRAME: 0228

TRADEMARK

Address Line 2: Suite 1500 Address Line 4: Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	80165-9010	
NAME OF SUBMITTER:	James W. Kayden	
Signature:	/james w. kayden/	
Date:	04/28/2010	
Total Attachments: 5 source=01133280#page1.tif source=01133280#page2.tif source=01133280#page3.tif source=01133280#page4.tif source=01133280#page5.tif		

ASSIGNMENT OF PATENT, PATENT APPLICATIONS AND TRADEMARKS

WHEREAS, Nfinity Products and Services, Inc., having a place of business at 1226 Spring Street NW, Atlanta, GA 30309, hereinafter referred to as "ASSIGNOR," owns all right, title, and interest in the U. S. patent applications and patent identified in the attached Schedule A and owns all right, title, and all right, title and interest in and to the trademarks listed on the attached Schedule B (hereinafter "the Marks");

WHEREAS, Nfinity IP, LLC, having a place of business at 1226 Spring Street NW, Atlanta, GA 30309, hereinafter referred to as "ASSIGNEE," is desirous of acquiring ASSIGNOR'S interest in and to said U.S. patent applications and patent, in any provisional, continuation, continuation-in-part, divisional, reissued, re-examined, and foreign applications and patents relating to said U.S. patent applications and patent and is desirous of acquiring ASSIGNOR'S interest in and to the Marks, the registrations and applications thereof and the goodwill associated therewith.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

- 1. Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, (a) the entire right, title and interest, for the United States of America, in and to said U.S. patents and said U.S. patent applications and all the rights and privileges in any application and under any and all patents that may be granted in the U.S. for any invention(s) described in said patents and applications, including but not limited to, all corresponding provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to any and all foreign patents and applications for any invention described in said U.S. patent and patent application, in any and all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them; and (c) the right to seek remedies for any and all infringements of any of the foregoing patents and to collect and retain all damages and profits and enjoy any and all remedies granted for infringements.
- 2. ASSIGNOR authorizes ASSIGNEE to make any and all application for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any application for patent or other form of protection for any said invention, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.
- 3. ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the

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right of ASSIGNEE to apply for protection for any invention described in said U.S. patent or other form of protection for any said invention and to claim the aforesaid benefit of the right of priority.

- 4. ASSIGNOR requests that any and all patents for any said invention be issued to ASSIGNEE in all countries foreign to the U.S. or to such nominee as ASSIGNEE may designate.
- 5. ASSIGNOR covenants and agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with patent applications, patents, or other forms of protection of any said invention, and for the defense and protection thereof if challenged in the court of law.
- 6. Be it further known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, and subject to the conditions listed in the following paragraph 7, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, all right, title and interest, worldwide, in and to the Marks, together with the goodwill of the business symbolized by the Marks and the registrations and the referenced applications for registration of the Marks and the right to recover damages for past infringement, if any.
- 7. With regard to each of the marks covered by the following pending intent-to-use trademark applications, ASSIGNOR has not yet assigned said mark, the application to register said mark or the goodwill associated with said mark. ASSIGNOR shall not assign said mark, application or goodwill until (a) ASSIGNOR has filed with the United States Patent & Trademark Office (USPTO) in connection with the application to register said mark a Statement of Use (SOU) or an Amendment to Allege Use (AAU) and (b) the USPTO has accepted said SOU or AAU. Upon acceptance of the SOU or AAU by the USPTO, said mark, application and associated goodwill shall immediately be assigned to ASSIGNEE.

Mark	Application No.	Application Date
	77/559,919	September 2, 2008

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NFINITY We Are Women's Sports	77/792,257	July 29, 2009
NEINITY	77/792,289	July 29, 2009
	77/849,683	October 15, 2009
SPORTSNATION	77/937,143	February 16, 2010

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NFINITY	PKOL	DUCTS	AND	SERV	TCES,	INC.

By:

Name:

Tay N Chelk Sr

Title:

Presdut

Date:

4/1/10

NFINITY IP, LLQ

By:

Name:

Fry Nack Sr

Title:

Resdut

Date:

4/1/10

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SCHEDULE A

ISSUED PATENT

Patent No.	Title	Issue Date
7,343,701	Footwear Having an Interactive Strapping System	18 March 2008

PENDING PATENT APPLICATIONS

Serial No.	Title	Filing Date
29/350,872	Padded Protective Shirt	24 November 2009
29/350,869	Padded Protective Arm Guard	24 November 2009
29/349,240	Athletic and Sports Shoe	19 March 2010
29/349,248	Athletic Shoe	19 March 2010

SCHEDULE B

Mark	Registration No.	Registration Date
THE OFFICIAL SHOE OF CHEERLEADING	3,562,774	January 13, 2009
	3,720,240	December 1, 2009
	3,075,134	April 4, 2006
NFINITY		

Mark	Application No.	Application Date
	77/559,919	September 2, 2008
NFINITY We Are Women's Sports	77/792,257	July 29, 2009
NFINITY	77/792,289	July 29, 2009
	77/849,683	October 15, 2009
SPORTSNATION	77/937,143	February 16, 2010

TRADEMARK REEL: 004194 FRAME: 0234

RECORDED: 04/28/2010