Court File No. CV-16-11582-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERFORMANCE SPORTS GROUP LTD., BAUER HOCKEY CORP., BAUER HOCKEY RETAIL CORP., BAUER PERFORMANCE SPORTS UNIFORMS CORP., BPS CANADA INTERMEDIATE CORP., BPS DIAMOND SPORTS CORP., EASTON BASEBALL/SOFTBALL CORP., KBAU HOLDINGS CANADA, INC., PERFORMANCE LACROSSE GROUP CORP., PSG INNOVATION CORP., BAUER HOCKEY RETAIL INC., BAUER HOCKEY, INC., BAUER PERFORMANCE SPORTS UNIFORMS INC., BPS DIAMOND SPORTS INC., BPS US HOLDINGS INC., EASTON BASEBALL/SOFTBALL INC., PERFORMANCE LACROSSE GROUP INC., PSG INNOVATION INC.

(the "Applicants")

OBJECTION OF Q30 SPORTS, LLC, Q30 SPORTS SCIENCE, LLC, BRUCE ANGUS AND THOMAS HOEY TO THE SALE MOTION AND THE PROPOSED ASSUMPTION AND ASSIGNMENT OF THE Q30 AGREEMENTS

January 25, 2017

GOWLING WLG (CANADA) LLP
1 First Canadian Place, Suite 1600
100 King Street West
Toronto, ON M5X 1G5

Jennifer Stam (LSUC No. 46735J)
Tel: 416-862-5697
Fax: 416-862-7661
Email: jennifer.stam@gowlingwlg.com

Lawyers for Q30 Sports Science, LLC and Q30 Sports, LLC

TO: SERVICE LIST

Court File No. CV-16-11582-00CL

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(the "Applicants")

NOTICE OF FILING OF OBJECTION OF Q30 SPORTS, LLC, Q30 SPORTS SCIENCE, LLC, BRUCE ANGUS AND THOMAS HOEY TO THE SALE MOTION AND THE PROPOSED ASSUMPTION AND ASSIGNMENT OF THE Q30 AGREEMENTS

Q30 Sports, LLC, Q30 Sports Science, LLC, Bruce Angus and Thomas Hoey hereby file: (a) the *Limited Objection of Q30 Sports, LLC, Q30 Sports Science, LLC, Bruce Angus and Thomas Hoey to the Sale Motion and the Proposed Assumption and Assignment of the Q30 Agreements*, attached as Schedule "1" hereto; (b) the affidavit of Bruce Angus sworn January 25, 2017, attached as Schedule "2" hereto; and (c) the affidavit of Julian E. Bailes, Jr., MD, sworn January 24, 2017, attached as Schedule "3" hereto (collectively, the "**Q30 Objection Documents**").

The Q30 Objection Documents have also been filed with the United States Bankruptcy Court for the District of Delaware in the Applicants' cases under Chapter 11 of Title 11 of the United States Code.

January 25, 2017

GOWLING WLG (CANADA) LLP

1 First Canadian Place, Suite 1600
100 King Street West
Toronto, ON M5X 1G5

Jennifer Stam (LSUC No. 46735J)
Tel: 416-862-5697
Fax: 416-862-7661
Email: jennifer.stam@gowlingwlg.com

Lawyers for Q30 Sports Science, LLC and Q30 Sports, LLC

SCHEDULE
"1"

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BPS US Holdings Inc., *et al.*,	Case No. 16-12373 (KJC)
Debtors.	Jointly Administered
	Re: Dkt. Nos. 16, 492

OBJECTION OF Q30 SPORTS, LLC, Q30 SPORTS SCIENCE, LLC, BRUCE ANGUS AND THOMAS HOEY TO THE SALE MOTION AND THE PROPOSED ASSUMPTION AND ASSIGNMENT OF THE Q30 AGREEMENTS

Q30 Sports, LLC (the "Q30 Sports"), Q30 Sports Science, LLC ("Q30 Parent", together with Q30 Sports, "Q30"), both Delaware limited liability companies, Bruce Angus ("Mr. Angus") and Thomas Hoey ("Mr. Hoey"), by and through undersigned counsel, file this objection (the "Objection") to the *Debtors' Motion for (I) an Order (A) Establishing Bidding Procedures for the Sale of All, or Substantially All, of the Debtors' Assets; (B) Approving Bid Protections; (C) Establishing Procedures Relating to the Assumption and Assignment of Executory Contracts and Unexpired Leases; (D) Approving Form and Manner of the sale, Cure and Other Notices; and (E) Scheduling an Auction and a Hearing to Consider the Approval of the Sale; (II) an Order (A) Approving the Sale of the Debtors' Assets Free and Clear of Claims, Liens and Encumbrances; (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Dkt. No. 16] (the "Sale Motion"), filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors").[1] In support of the Objection, Q30,

[1] Paragraphs 35(a) and (b) of the Bid Procedures Order [Dkt. No. 233] provide that objections to Canadian Contracts (as defined therein) will be adjudicated by the Canadian Court (as defined therein) and that U.S. Contracts (as defined therein) will be adjudicated by the U.S. Court (as defined therein). Paragraph 35(d) provides that a non-debtor contract counterparty may request that the other Court adjudicate its objection. Although the Debtors identify the agreements at issue here (*i.e.* the Q30 Agreements) as Canadian Contracts because the Debtor counterparty, PSG Innovation Corp., is a Canadian corporation, Q30 requests, pursuant to paragraph 35(d) of the Bid Procedures Order, that the United States Bankruptcy Court for the District of Delaware adjudicate the Objection for the following reasons: (a) PSG

Mr. Angus and Mr. Hoey submit (i) the Affidavit of Bruce Angus, Co-Founder and Co-CEO of Q30 (the "Angus Affidavit"), and (ii) the Affidavit of Dr. Julian Bailes, Jr., MD, Chairman of the Department of Neurosurgery and Co-Director of the NorthShore Neurological Institute, and a founding member of Q30 (the "Bailes Affidavit"). In further support of the Objection, Q30, Mr. Angus and Mr. Hoey state as follows:

PRELIMINARY STATEMENT[2]

Q30 is the licensee of patented technology and owner of other intellectual property that, among other things, has the capability of changing the sporting landscape worldwide by protecting athletes from traumatic brain injuries caused by head impacts, including sub-concussive and concussive blows. In late 2014, Q30 decided that it should partner with a well-established sports equipment or medical device company to speed the commercialization of this technology. Only a very specific type of company would meet Q30's needs. Q30 expected that such a company would provide manufacturing, marketing, distribution, and regulatory expertise, as well as sufficient capital, management commitment, good-will and brand recognition to accelerate the worldwide commercialization and use of the patented technology.

During conversations with PSG from January through May 2015, including with its CEO and other high level executives, PSG indicated, in no uncertain terms, that it was in a position to be the strategic partner that Q30 was looking for. Based on the information provided to it by PSG, Q30 agreed. On October 15, 2015, the parties entered into the License Agreement, through which Q30 granted to PSG, subject to various rights expressly retained by Q30 as licensor, an exclusive,

Innovation is a Debtor in these cases; (b) the non-Debtor counterparties to the Q30 Agreements, Q30 Sports, Q30 Parent, Mr. Angus and Mr. Hoey, are either incorporated or resident in the United States; (c) all of the Q30 Agreements are governed by United States law; and (d) almost all of the patents at issue are United States patents and subject to United States federal patent law.

[2] Capitalized terms not defined in the Preliminary Statement shall have the meaning ascribed to them in the Objection, and capitalized terms not defined in the Objection shall have the meaning ascribed to them in the Sale Motion.

perpetual worldwide license under Q30's right in and to the technology, including to use, make, have made, sell, offer for sale, import, export, market, advertise, promote and otherwise to commercialize technology in the realm of sports.

Hindsight has now revealed that this was a poor decision. PSG has completely failed to put forth efforts necessary to meet its obligations under the License Agreement to obtain required regulatory approvals and commercialize the technology. This has resulted in historical, material non-monetary defaults by PSG under the License Agreement. Now, despite these defaults, PSG seeks to assume the License Agreement, and assign it to the Stalking Horse (or other winning bidder) in connection with the Sale of substantially all of its Assets, without providing adequate assurance of the Stalking Horse's capability, or even desire, to undertake these material obligations under the License Agreement. In connection therewith, the Debtors seek to assume and assign certain other agreements related to the License Agreement, including the Trademark Agreement, Independent Contract Agreements and an Equity Agreement that were also executed on October 15, 2015.

Absent consent from Q30, Mr. Angus and Mr. Hoey, this is not possible. Specifically, the License Agreement cannot be assumed and assigned because (A) there exists material non-monetary defaults that cannot be cured; (B) the Debtor has failed to provide adequate assurance of future performance under the License Agreement; (C) under applicable non-bankruptcy law, Q30's consent is required to assign the License Agreement and Q30 does not consent; and (D) even if the License Agreement was otherwise assumable, which it is not, the Debtors must cure all monetary defaults prior to assumption.

Since the Debtors cannot assume and assign the License Agreement (which may ultimately result in a rejection), they cannot assume and assign the Trademark Agreement, which is

inextricably tied to the License Agreement. Moreover, PSG must obtain Q30's consent to assign the Trademark Agreement and Q30 does not consent under the circumstances.

In addition, the IC Agreements are not capable of being assumed and assigned because they are personal service contracts, and, in any event, are no longer executory. Finally, the Equity Agreement cannot be assumed and assigned because it is not an executory contract.

For these reasons, as set forth in more detail below, the Court should sustain the Objection and deny the Motion.

FACTS

A. *Q30's Business*

1. Q30 was founded in August 2012 in order to further the research and development of technology that, based on early animal studies, showed great potential in reducing traumatic brain injury caused by concussive blows. Angus Aff. at ¶ 3. Q30 is a privately funded company that has invested heavily in creating a robust patent portfolio, developing a commercially viable medical device to protect athletes from traumatic brain injury caused by head impacts, including sub-concussive and concussive blows and supporting independent research on the safety and effectiveness of the device known as the "Q-Collar." *Id.* at ¶ 4; Bailes Aff. at ¶ 4.

2. The Q-Collar is incredibly unique and provides a novel approach to ameliorating an important public health issue. Bailes Aff. at ¶ 4. The device essentially reduces the ability of the brain to "slosh" inside the head by applying a specific amount of pressure to the muscles surrounding the inner jugular veins that slightly increases the blood volume within the venous structures inside the head, thereby creating a tighter fit of the brain inside the cranium. *Id*. The Q-Collar provides a critical supplement to the protection provided by the latest helmet technology. *Id*. Quite simply, nothing like it has ever existed to provide real brain injury protection to athletes

engaged in contact sports, including un-helmeted sports. *Id.* Both laboratory and human clinical studies have shown that the Q-Collar is safe for use by athletes and effective in reducing markers of brain injuries that often occur in those engaged in hockey, football and soccer. *Id.*

3. In late 2014, Q30 decided that it should partner with a well-established sports equipment or medical device company to speed the commercialization of the Q-Collar. Angus Aff. at ¶ 5. Q30 expected that such a company would provide manufacturing, marketing, distribution, and regulatory expertise, as well as sufficient capital, management commitment and brand recognition to accelerate the worldwide commercialization and use of the patented technology. *Id.* During conversations with Performance Sports Group Ltd. ("PSG Ltd."), ultimate parent of PSG Innovation Corp. ("PSG Innovation"), licensee under the License Agreement (as defined herein),[3] from January through May 2015, including with its CEO and other high level executives, PSG indicated, in no uncertain terms, that it was in a position to be the strategic partner that Q30 was looking for. *Id.* at ¶ 6. For example, Kevin Davis ("Mr. Davis"), the then-CEO of PSG, had more than five years' experience as an executive at medical device companies, including Boston Scientific, which gave him valuable insight and knowledge concerning the medical device approval process. *Id.* Mr. Davis also had more than ten years as the CFO, COO and CEO of PSG/Bauer Hockey. *Id.* As Mr. Davis indicated to Q30 repeatedly, PSG was a multi-sport, multi-brand public company, with substantial good will, that had access to working capital in excess of $100 million with growing revenue and profits plus a robust market capitalization in order to support the rapid worldwide commercialization of the Q30 technology to protect athletes. *Id.* This economic vitality combined with its operational resources were essential consideration for Q30's decision to partner with PSG. *Id.*

[3] PSG Innovation was formed by PSG Ltd. just before the License Agreement was executed. For the purposes of this Objection, PSG Ltd. and PSG Innovation will collectively be referred to as "PSG" unless otherwise stated.

B. *The License Agreement*

4. On October 15, 2015 (the "Effective Date"), PSG, Q30 Sports and Q30 Parent entered into that certain Exclusive License Agreement (the "License Agreement"), through which Q30 granted to PSG Innovation, subject to various rights expressly retained by Q30 as licensor, an exclusive, perpetual worldwide license under Q30's right in and to certain Q30 patents related to the Q-Collar (as set forth on Exhibit A to the License Agreement, the "Licensed Patents") and the associated Q30 Know-How (as defined in the License Agreement, and together with the Licensed Patents, the "Q30 Technology") "to use, make, have made, sell, offer for sale, import, export, market, advertise, promote and otherwise to commercialize Products and Ancillary Products solely in the Field of Use." *Id.* Aff. at ¶ 7, Ex. A (License Agreement) at § 2.1. "Products" is defined as the Q-Collar and any other device that incorporates Q30 Technology. *Id.* at § 1.18. "Ancillary Products" are generally any clothing, apparel or other equipment which is incorporated or integrated with a Product. *Id.* at § 1.2. And the "Field of Use" is defined as "the use of Q30 Technology in order to reduce the risk for or severity of traumatic brain injury experienced by adults or children while engaged in sports, athletics, exercise activities or active play, but excluding, without limitation, (a) any use in the military ("Military Field"); (b) occupational uses (other than sports, athletics, exercise activities or active play); and (c) use for any medical or therapeutic purpose." *Id.* at § 1.9.

5. Because the Q-Collar provides a beneficial effect by creating a physiological change within the body, it is considered a medical device (in many of the Markets), requiring different levels of pre-marketing regulatory approval in various countries around the world, including the United States. *Id* at ¶ 8. At the insistence of PSG, the parties agreed that PSG would be responsible for obtaining necessary regulatory approvals in connection with the

commercialization of the Q30 Technology. *Id* at ¶ 9. Specifically, section 5.1.1 of the License Agreement provides, in pertinent part, that:

> During the Term, PSG will use commercially reasonable efforts to obtain and maintain all Regulatory Approvals for the Q-Collar and any other Products or Ancillary Products to be produced, used, distributed, sold or otherwise commercialized under this Agreement for the Field of Use in each Market, as necessary, including, but not limited to engaging the appropriate Regulatory Authority, directing any required research studies and clinical development activities, and preparing, filing and/or amending any required pre-market regulatory approval applications with the appropriate Regulatory Authority.

Id., Ex. A (License Agreement) at § 5.1.1. "Regulatory Approval" means "with respect to each Market any and all approvals, licenses, registrations or authorizations of any Regulatory Authority necessary to commercially sell or market a Product or Ancillary Product in the Field of Use…." *Id.* at § 1.26. A "Market" is either a specific country, including the United States, Canada, the United Kingdom, Australia, etc., or a region, including the European Union (other than the United Kingdom), South East Asia, etc. *See Id.* at § 1.16.

6. The parties also agreed that PSG would make a good faith, commercially reasonable effort to commercialize the Q30 Technology within one (1) year of receiving Regulatory Approval in such Market, but only to the extent such approval was required. *Id.* at ¶ 10. In furtherance of this understanding, section 4.2.6 of the License Agreement provides, in its entirety, that:

> "In the event that Regulatory Approval for the Product in the Field of Use in a Market is obtained in accordance with Section 5.1.1, PSG shall make good faith, commercially reasonable efforts to commercialize Products in such Market within a one (1) year period following the receipt of such Regulatory Approval (or such longer period of time as may be agreed by the Parties in writing). Upon request, PSG shall provide Q30 with information regarding PSG's plans and timing to commercialize the Product in such Market. In the event PSG fails to make such good faith, commercially reasonable efforts in a Market within the applicable period of time (as set forth in the first sentence of this subsection) following the receipt of Regulatory Approval for such Market, PSG's rights under Sections 2.1 [License Grant] and 2.2 [Sublicenses], and Q30's and Q30

> Parent's restrictions in Section 2.3 [Exclusivity], will automatically terminate with respect to such Market and Q30 may exercise such rights for itself and/or grant rights (including exclusive rights) to third parties within the Field of Use only in such Market.

Id., Ex. A (License Agreement) at § 4.2.6. To the extent Regulatory Approval was not required within a particular Market, the expectation was that PSG would make a good faith, commercially reasonable effort to begin commercialization in such Market as soon as practicable and, in no event, no later than one (1) years after such determination was made. *Id.*

7. In consideration for the license, PSG was required to make two early payments to Q30, reflecting the initial value of the Canadian Market and the initial value of the Market other than the United States and Canada. *See Id.* at ¶ 11, Ex. A (License Agreement) at § 3.1. All other compensation due to Q30 under the License Agreement (notwithstanding shared expenses) is tied to certain regulatory approval and sales milestones, the success of which are squarely in the hands of PSG. Namely, PSG is required to make a milestone payment within thirty (30) days after the initial regulatory approval by the Food and Drug Administration (the "FDA") for a version of the Q-Collar in the United States in the Field of Use (the "Regulatory Milestone"). *Id.*, Ex. A. (License Agreement) at § 3.2. PSG is also required to make milestone payments based on the achievement of the distribution and/or sale of certain amounts of Products in Canada, the United States and other Markets, respectively. *Id.*

8. In addition, PSG is responsible for royalty fees on a Market-by-Market basis, based on Products and Ancillary Products distributed and/or sold in such Market by PSG. *Id.* at ¶ 12, Ex. A (License Agreement) at § 3.3.1. Further, following achievement of the Regulatory Milestone, PSG will be subject to minimum annual royalties for the first three years following the date of the first commercial sale and/or distribution of a Product in the United States. *Id.* at § 3.4.

9. As discussed in more detail below, PSG has neither met the Regulatory Milestone nor made any sales and/or distributions of Products. *Id.* at 13. Accordingly, PSG has not yet been required to make any milestone or royalty payments under the License Agreement. *Id.*

C. *Related Agreements*

10. In conjunction with the License Agreement, Q30 and PSG entered into that certain Trademark License Agreement dated as of the Effective Date (the "Trademark Agreement"). Pursuant to the Trademark Agreement, Q30 licensed to PSG the Trademarks (as defined in the Trademark Agreement) to enable PSG to brand the Products and Ancillary Products in the Field of Use with brands and marks owned by Q30, subject to the terms and conditions set forth therein. *Id.* at ¶ 14, Ex. B (Trademark Agreement) at §§ 1, 2. The term of the Trademark Agreement is co-terminus with the License Agreement (unless terminated earlier in accordance with the provisions of the agreement). *Id.* at § 7.

11. Also on the Effective Date, PSG entered into (i) an Independent Contractor Agreement with Thomas Hoey (the "Hoey Agreement"), and (ii) an Independent Contractor Agreement with Bruce Angus (the "Angus Agreement", together with the Hoey Agreement, the "IC Agreements"). *Id.* at ¶ 15, Ex. C (Hoey Agreement), Ex. D (Angus Agreement). Both Mr. Hoey and Mr. Angus are founding members of Q30. Pursuant to the IC Agreements, in exchange for the receipt of stock options in PSG, Mr. Hoey and Mr. Angus agreed to provide PSG advice and services in connection with the Products, including with regard to implementation, the manufacturing process, research and development, product development, sales and marketing, business development and public relations. *See Id.*, Ex. C (Hoey Agreement) at §§ 1, 4; Ex. D (Angus Agreement) at §§ 1, 4.

12. Finally, simultaneously with execution of the License Agreement, PSG and Q30 entered into that certain Membership Interest Purchase Agreement (the "Equity Agreement", together with the License Agreement, the Trademark Agreement and the IC Agreements, the "Q30 Agreements"), whereby PSG made an equity investment in Q30 Parent in the amount of one million dollars ($1,000,000) (the "Contribution Amount"). *Id.* at ¶ 14, Ex. E (Equity Agreement) at §§ 1-3. Pursuant to the Equity Agreement, PSG made the Contribution Amount on or about the Effective Date and became a Member of Q30 Parent. *Id.*

D. *PSG's Failure to Perform*

13. Following execution of the License Agreement, PSG's CEO repeatedly stated that it would launch the Q-Collar in Canada in November 2016, followed by the launch in Europe and then Australia. *Id.* at 17. The commercial launch in the United States was uncertain given the more extensive regulatory requirements of the FDA. *Id.* Based on commitments of PSG, Q30 was led to believe that PSG could meet these deadlines. *Id.* At the time Q30 contracted with PSG, PSG had a stock price of over $13/share and a market cap of almost $600 million. Q30 had no indication of the true financial condition of PSG, nor the facts giving rise to the fraud claims that would be brought against the company and its management team in early 2016 relating to alleged misstatements and misdeeds that took place before, during and after the execution of the License Agreement.

14. Even though PSG insisted that it control the regulatory process, since execution of the License Agreement, PSG's efforts have been deficient. *Id.* at ¶ 18. For example, even though the regulatory review process for the United States had been started by Q30, from the Effective Date until September 2016, PSG had no communication with the FDA. *Id.* On September 19, 2016, PSG finally filed a Study Risk Determination request letter with the FDA, resulting in a

positive decision that was received on December 28, 2016. *Id.* Importantly, the Risk Determination filing was not made as a result of any diligence of PSG, but instead, at the persistent insistence of Q30. *Id.*

15. With regards to the Canadian Market, where the Q-Collar is considered a Class I medical device, PSG and Q30 received confirmation from Health Canada (Canada's version of the FDA) on November 17, 2015 that it had approval to market the Q-Collar at that time.[4] *Id.* at 18. Despite receiving such confirmation, PSG indicated that it wanted Health Canada to engage in a pre-marketing review process that well-exceeded the normal regulatory process in Canada and for which there is no precedent. *Id.* In doing so, PSG committed to submitting documentation supporting its marketing claims. *Id.* It has been over fourteen (14) months since PSG made its commitment to Health Canada but no substantive submission has been made. *Id.*

16. Further, despite making commitments to Q30 that it would develop a regulatory plan for Europe in January 2016, to Q30's knowledge, PSG has failed to engage any regulatory body in Europe in an effort to obtain any needed or desired approval. *Id.* at ¶ 20. Likewise in Australia, where, upon information and belief, the Q-Collar is exempt from medical device regulation, PSG has made no efforts towards commercialization. *Id.*

17. PSG's commercialization efforts have been equally as disappointing as its regulatory efforts. Notwithstanding commitments to Q30 that it would begin selling the Q-Collar in Canada by November 2016, and then in the spring of 2017, PSG now does not plan to launch its version of the Q-Collar in Canada until June 2017. *Id.* at ¶ 21. Despite repeated, recent assurances regarding the June 2017 launch, upon information and belief, PSG has only ordered approximately 20,000 Q-Collars that cannot be shipped from the United States to Canada until

[4] In fact, Q30 Sports Canada, Inc., a subsidiary of Q30 Parent, received its Medical Device Establishment License in Canada on August 6, 2014 that provided authorization for it to sell the Q-Collar in Canada.

mid-August at the earliest. *Id.* This initial order is entirely inadequate to meet its proposed launch plans detailed in its deal book to potential bidders. *Id.* Further, PSG does not have the capacity to support immediate additional demand as it does not have the material supply chain in place nor has it made commitments to additional supplies and manufacturing components that have long lead times (8-16+ weeks). *Id.* This situation demonstrates PSG's lack of commitment to the Q-Collar project and, instead, indicates that it is taking a "pilot study" approach. *Id.* Even if PSG was able to meet its promised timeline (which seems nearly impossible), its efforts to commercialize in the Canadian Market could not be considered to be in good faith or commercially reasonable in light of the fact that PSG has had approval to market the Q-Collar in Canada since November 2015, but has not acted reasonably towards timely commercialization. *Id.* Regardless, PSG's bankruptcy and proposed sale have made its assurances irrelevant. That is, PSG, in whatever form it takes post-sale, will not be the same company that entered into the License Agreement. The ability of its assignee to meet the commercialization requirements under the License Agreement, which the Debtors have failed to prove, will not cure PSG's obvious, historic defaults related to its failure to timely obtain (or even start the process of obtaining) Regulatory Approvals and commercialize the Q-Collar under the License Agreement.[5]

18. Based on information provided by PSG to Q30, it is likely this timeline was illusory in any event. *Id.* at § 22. While Q30 is able to produce production quality Q-Collars at its manufacturer's facility in Wisconsin using its own molding tools, PSG does not yet have its own production tooling and only ordered their tooling in October 2016. *Id.* PSG has no long term supply agreement with the only manufacturer in the world that is currently capable and certified

[5] At the time of the Petition Date, Q30 was preparing a notice of breach of section 4.2.6 of the License Agreement (discussed below). The notice was not served on PSG, however, in light of its bankruptcy filing and Q30's concerns regarding implication of the automatic stay. *Id.*

to make the Q-Collar. *Id.* Further, to Q30's knowledge, PSG has not finalized the manufacturing process, testing, packaging, labeling, or marketing plans for its Canadian launch. *Id.* Nor has PSG taken any such actions towards commercialization in Europe or Australia. *Id.*

19. PSG's lack of commitment to procure Regulatory Approval (where required) and commercialize the Q-Collar is not surprising in light of its management team's lack of experience. In March 2016, PSG announced the abrupt departure of Mr. Davis, who was instrumental in Q30's decision to partner with PSG. *Id.* at ¶ 23. Mr. Davis' departure came shortly after a *New York Post* article revealed that questions had been raised regarding accounting irregularities and potential fraud at PSG, as discussed in more detail below. *Id.* With the departure of Mr. Davis (who had promised to hire a senior level executive with medical device regulatory experience, but failed to do so), PSG lost its lone executive with medical device experience. *Id.* PSG's current CEO, who followed interim-CEO Amir Rosenthal ("Mr. Rosenthal"), Harlan Kent ("Mr. Kent"), who joined the company in June 2016, has neither sports equipment nor medical device experience. *Id.* Upon information and belief, Mr. Kent was a senior executive at Yankee Candle for eight years, then president of a retail jewelry company for one year. *Id.*

20. In addition, since execution of the License Agreement, Jamie Eno ("Mr. Eno"), on information and belief, has been the leader of the Q-Collar project within PSG. *Id.* at ¶ 24. Mr. Eno is a certified public accountant who has been at PSG/Bauer for over fourteen years and has served as corporate controller, global director of treasury and tax, and had been involved with several mergers and acquisitions. *Id.* Mr. Eno seemingly has absolutely no operational, marketing or distribution experience necessary to launch a new sports equipment or medical device. *Id.* Further, despite being put in charge of all regulatory matters relating to the Q-Collar, Mr. Eno has no FDA or relevant regulatory experience whatsoever. *Id.*

21. While Mr. Kent has kept Mr. Eno in is his current position since Mr. Kent joined PSG in June 2016, on January 9, 2017, PSG hired Susan Burnley ("Ms. Burnley"), reportedly to assume regulatory responsibility. *Id.* at ¶ 25. While Ms. Burnley seems to have several years of experience as a director of marketing at medical device companies, she does not appear to have any experience guiding the regulatory approval process. *Id.* Moreover, Q30 views this move as a too little too late proposition. PSG is already in breach of its duties under the License Agreement with regard to timely seeking necessary regulatory approvals and commercializing the Q30 Technology.

22. While PSG has previously relied upon an outside consultant, RavenOye Group ("RavenOye"), for regulatory advice in the United States and abroad, to the extent that there may be a current agreement with RavenOye, no such agreement is included in PSG's list of executory contracts to be assumed and assigned in connection with the Sale (as defined herein). *See* Dkt. No. 492 (Cure Notice). This suggests that PSG will sever its relationship with RavenOye, leaving it with no one to provide regulatory advice, as it would seek to commercialize the Q30 Technology. *Id.* PSG's current management team has no regulatory experience, limited outside help, and Q30 knows of no plans for PSG to bolster its staff with qualified executives. *Id.*

23. PSG has not engaged in the expected marketing or public relations efforts in anticipation of the commercialization of the Q30 Technology. *Id.* at ¶ 27. Since November 2015, there have been no press events or seeded news articles in the United States or elsewhere. *Id.* There have been no athlete engagements. *Id.* There has been no effort to provide information or samples to hockey leagues or players. *Id.* Rather than augmenting its staff, PSG laid off the executive who was responsible for recruiting athlete endorsements in the summer of 2016. *Id.* His role has not been replaced. *Id.*

24. In addition, PSG is currently reducing the number of brands and sports under its umbrella rather than increasing it. Before October 2015, PSG had well-established brands for hockey, lacrosse, soccer and baseball/softball. *Id.* at ¶ 28. During discussions with Q30 prior to the execution of the License Agreement regarding its plan to expand its business, PSG also indicated to Q30 its plan to acquire a football (American) brand. *Id.* PSG's established brands and dedicated expansion into American football was extremely important to Q30 in deciding to partner with PSG. *Id.* Unfortunately, PSG has not acquired or developed a football brand. *Id.* Moreover, PSG has sought court approval to sell its only brand for soccer. *See* Dkt Nos. 470 and 615. Soccer is the worlds' most popular sport, and hundreds of millions of soccer players worldwide compete without head protection. Without a brand for soccer, or any attempt by PSG to expand into football, PSG is greatly limiting its ability to commercialize the Q30 Technology. *Id.* As a result, the protection offered by the Q-Collar will not reach many of the intended users and Q30 will not see the benefit of its bargain. *Id.*

25. By all accounts, the financial condition of PSG is vastly different than what was disclosed to the public and Q30 in the fall of 2015. In the ten months from October 15, 2015, when the License Agreement was executed, to August 15, 2016, when PSG announced that it would not file its annual report because its Audit Committee would not approve its financial statements (and when it admitted to internal and external investigations of accounting irregularities and fraud), *see* Dkt. No. 15 (First Day Declaration of Brian Fox) at ¶ 112, PSG lost more than $500 million in market capitalization. *Id.* at ¶ 29. By the time it filed for bankruptcy protection on October 31, 2016, in part, because of a securities class action lawsuit pending against it in the United States District Court for the Southern District of New York, Case No. 16-03591 (GHW)

(the "Class Action"), arising from its falling stock price and the disclosure of the Audit Committee's review, PSG had a market cap of only $60 million. *Id.*

26. The Class Action was brought by the lead plaintiff on behalf of itself and other persons and entities who purchased or acquired PSG Ltd. common stock on the New York Stock Exchange during the period from January 15, 2015 through March 14, 2016 (the "Class Period"). Lead plaintiff seeks remedies under the Securities Exchange Act of 1934, and alleges, *inter alia*, that PSG, Mr. Davis and Mr. Rosenthal made a series of false and misleading statements and/or omissions during the Class Period which artificially inflated and/or maintained the value of PSG's stock.

27. It now seems abundantly clear that PSG's financial condition, vis-à-vis its financial condition as disclosed to Q30 in the Fall of 2015, precluded PSG from making good faith, commercial reasonably efforts to obtain regulatory approvals and commercialize the Q30 Technology. Despite PSG's assurances, not only was PSG likely unable to invest the capital necessary to satisfy its commercialization obligations under the License Agreement from the outset, but it was also in its best interest not to. Surely, PSG's drop in stock price, the admission of the pending internal and external investigations and the Class Action (which have not been resolved) have prevented the company from accessing the capital markets (other than DIP financing). In addition, management was admittedly distracted during the time period that it should have been obtaining regulatory approvals and commercializing the Q30 Technology. *See* Dkt. No. 15 (First Day Declaration of Brian Fox) at ¶ 112 ("[C]onsiderable management attention was directed toward, and outside professional fees incurred, responding to regulatory investigations and defending [the Class Action], both arising as a consequence of the recent fall in

PSG's share price and the disclosure of the Audit Committee's review of certain accounting practices.").

28. Instead of bolstering its staff and investing in the approval and commercialization of the Q30 Technology in Markets around the world, PSG has cut staff and reduced spending. *Id.* at ¶ 30. With no ability to invest in the commercialization of the Q30 Technology, the License Agreement and the underlying intellectual property has been and continues to be severely impaired. *Id.*

29. In understanding the hardships PSG's actions (or inactions) have caused Q30, it is important to remember that the License Agreement is exclusive. There are no other entities that have authority to use, make, market, sell and otherwise commercialize the Q30 Technology in the Field of Use. PSG's failures directly and significantly impact Q30's business and greatly impacts the value of the Licensed Patents. Without commercialization by PSG, not only does the Q-Collar not get monetized, but hundreds of millions of athletes around the world are deprived of the protection it can provide.

E. ***The Debtors' Bankruptcy Cases and Proposed Sale***

30. On October 31, 2016 (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), thereby initiating their respective Chapter 11 bankruptcy cases (the "Chapter 11 Cases").

31. The Debtors intend to utilize their Chapter 11 Cases to effect a quick, orderly sale of all or substantially all of their assets. To that end, the Debtors filed the Sale Motion on the Petition Date. The Sale Motion seeks, *inter alia*, entry of an order approving the sale (the "Sale") of all or substantially all of the Debtors' assets (the "Assets") to the bidder with the highest or

otherwise best bid (the "Successful Bidder"), pursuant and subject to a stalking horse agreement (the "Stalking Horse Agreement") for the going-concern sale of the Assets to a group of investors led by Sagard Capital Partners, L.P. (the "Stalking Horse Bidder").

32. On January 4, 2017, the Debtors filed the *Notice of Revisions to Notice of Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Proposed Cure Amounts* [Dkt. No. 492] (the "Cure Notice"), which, *inter alia*, identifies the executory contracts and unexpired leases that the Debtors may assume and assign to the Stalking Horse (or other winning bidder) in connection with the Sale, including the Q30 Agreements.

33. Pursuant to the Cure Notice, the Debtors propose a $15,373.39 (the "Proposed Cure Amount") for the License Agreement, Trademark Agreement and Equity Agreement. *See* Dkt. No. 492 (Cure Notice) at p. 93.

34. The Proposed Cure Amount is incorrect. Pursuant to the License Agreement, Q30 and PSG agreed to share certain patent related expenses, including, but not limited to, those relating to patent prosecution and maintenance and work performed by consultants assisting in the effort to obtain regulatory approvals. *See* Angus Aff. at ¶ 32, Ex. A (License Agreement) at §§ 5.1.1(f) and 7.1. As of the date hereof, the Debtors owe $208,295.76 (the "True Cure Amount") to Q30 for such expenses, as set forth more fully on the invoices attached to the Angus Affidavit at Exhibit F (the "Invoices").[6] *Id.*

ARGUMENT

35. A debtor's ability to assume an executory contract is governed by section 365 of the Bankruptcy Code. Section 365 provides that a debtor may assume an executory contract of the debtor with court approval. 11 U.S.C. § 365(a). This authority, however, is not unfettered.

[6] The underlying documentation in support of the Invoices (and related debt) is voluminous. Although not included herewith, such documentation has been provided to the Debtors.

Rather, it is subject to a number of important limitations. For example, if the debtor has defaulted under the contract, the debtor may not assume the contract unless the debtor, *inter alia*, cures the default or provides adequate assurance that it will do so. *Id.* at § 365(b). In addition, the debtor may not assume and assign an executory contract if applicable law excuses the non-debtor from accepting or rendering performance to an entity other than the debtor and such non-debtor party does not consent to such assumption or assignment. *Id.* at § 365(c).

36. There are a number of reasons that the Q30 Agreements are not assumable and assignable by PSG in this case absent the consent of Q30, Mr. Angus and Mr. Hoey. The License Agreement cannot be assumed and assigned because (A) there exists material non-monetary defaults that cannot be cured; (B) the Debtor has not provided adequate assurance of future performance under the License Agreement; (C) under applicable non-bankruptcy law, PSG must obtain Q30's consent to assign the License Agreement and Q30 does not consent; and (D) even if the License Agreement was otherwise assumable, which it is not, the Debtors must cure all monetary defaults prior to assumption.

37. Since the Debtors cannot assume and assign the License Agreement (which may ultimately result in a rejection), they cannot assume and assign the Trademark Agreement, which is inextricably tied to the License Agreement. Moreover, PSG must obtain Q30's consent to assign the Trademark Agreement and Q30 does not consent.

38. In addition, the IC Agreements are personal service contracts, not capable of being assigned, and, in any event, are no longer executory. Finally, the Equity Agreement cannot be assumed and assigned because it is not an executory contract.

I. THE LICENSE AGREEMENT CANNOT BE ASSUMED AND ASSIGNED ABSENT CONSENT.

A. *Historical non-monetary defaults exist that cannot be cured by the Debtors*.

39. Section 365(b)(1)(A) requires that all defaults (monetary and non-monetary) be cured prior to assumption. Specifically, section 365(b)(1)(A) provides:

> (1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee –
>
> (A) cures, or provides adequate assurance that the trustee will promptly cure, such default other than a default that is a breach of a provision relating to the satisfaction of any provision (other than a penalty rate or penalty provision) relating to a default arising from any failure to perform nonmonetary obligations under an unexpired lease of real property, if it is impossible for the trustee to cure such default by performing nonmonetary acts at and after the time of assumption, except that if such default arises from a failure to operate in accordance with a nonresidential real property lease, then such default shall be cured by performance at and after the time of assumption in accordance with such lease, and pecuniary losses resulting from such default shall be compensated in accordance with the provisions of this paragraph.

11 U.S.C. § 365(b)(1)(A).

40. The 2005 amendments to the Bankruptcy Code establish that, in addition to monetary defaults, ***a debtor must cure non-monetary defaults arising from an executory contract that is not a real property lease prior to assumption***. *See In re Empire Equities Capital Corp.*, 405 B.R. 687, 690-91 (Bankr. S.D.N.Y. 2009); 11 U.S.C. § 365(b)(1)(A). In *Empire*, the Bankruptcy Court for the Southern District of New York succinctly summarized this understanding as follows:

> Before the enactment of the 2005 Amendments to the Bankruptcy Code, courts disagreed on the effect of the cure requirements of § 365 on non-monetary defaults. *Compare In re Claremont Acquisition Corp., Inc*., 113 F.3d 1029, 1033 (9th Cir.1997), followed by [*In re New Breed Realty Enters., Inc*., 278 B.R. 314, 322–23 (Bankr.E.D.N.Y. 2002)] (debtor must cure all material non-monetary defaults and if cure is impossible, contract cannot be assumed), with *Eagle Ins.*

> *Co. v. BankVest Capital Corp*., 360 F.3d 291, 296–301 (1st Cir.2004); *In re Walden Ridge Dev*., LLC, 292 B.R. 58, 66–67 (Bankr.D.N.J.2003) (debtors are relieved from the obligation to cure non-monetary defaults altogether). This division of authority arose in part from the pre–2005 language of § 365(b)(2)(D), as the statute was ambiguous as to whether it exempted from cure all non-monetary defaults or just penalty provisions triggered by non-monetary defaults. *See* 3 *Collier on Bankruptcy* ¶ 365.05[3][c] (15th ed. rev.2008). In 2005 Congress revised the language of § 365(b)(2)(D) by including the word "penalty" as a modifier to the word "provision," making it clear that most non-monetary defaults are not exempted from the cure requirements. 11 U.S.C. § 365(b)(2)(D).
>
> At the same time, Congress also gave debtors limited relief from the obligation to cure non-monetary prepetition defaults, and it partially overruled the result in *Claremont*. Congress did so, however, not by rejecting *Claremont's* statutory reading of § 365(b)(2)(D) but by adding new language in § 365(b)(1)(A) that requires a cure only of defaults other than those "arising from any failure to perform non-monetary obligations *under an unexpired lease of real property*." 11 U.S.C. § 365(b)(1)(A) (emphasis added). By amending § 365(b)(1)(A) only with respect to unexpired leases of real property, however, Congress provided no room for the contention that non-monetary defaults in non-lease executory contracts are exempt from the cure obligation. *See 3 Collier on Bankruptcy* ¶ 365.05[3][c] ("Personal property leases and nonlease executory contracts are expressly excluded."). As Congress is presumed to act with knowledge of existing judicial precedent when enacting legislation, *see Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Curran*, 456 U.S. 353, 381–82, 102 S.Ct. 1825, 72 L.Ed.2d 182 (1982), the 2005 amendments thus establish that a debtor must cure most defaults arising from an executory contract that is not a real property lease.

Empire, 405 B.R. at 690-91 (internal footnotes omitted).

41. Importantly, since curing all non-monetary defaults is a prerequisite to assuming a non-lease executory contract, the inability of the debtor to cure such defaults precludes assumption of the contract all together. *See Id.* (debtor's default in failing to take action within the time provided for in the contract resulted in a historical, non-monetary default that could not be cured, barring assumption); *In re Claremont Acquisition Corp., Inc.,* 113 F.3d 1029, 1034-35 (9th Cir. 1997) (holding assumption barred because the debtors' default was an historical fact that could not be cured); *In re GP Express Airlines, Inc*., 200 B.R. 222, 233 (Bankr. D. Neb. 1996) (airline's failure to maintain contractual performance obligations was an historical, non-monetary default

and impossible to cure); *In re Lee West Enters*., 179 B.R. 204, 208 (Bankr. C.D. Cal. 1995) (franchisee's closure for three months prior to bankruptcy petition was a nonmonetary default that could not be cured); *see also* Collier on Bankruptcy § 365.05[4] (15th ed. rev. 2003) (referring to situations "where the trustee cannot go back in time to undo an act or omission of the debtor.").

42. In determining whether the existence of an incurable non-monetary default precludes assumption of an executory contract, the Third Circuit in *In re Joshua Slocum*, 922. F.2d 1081, 1092 (3d Cir. 1990), has applied a "materiality and economically significant standard," concluding that only if a default is material or caused substantial economic detriment will it prevent assumption. A default of a term is material "if it is integral to the bargain struck between the parties." *In re Fleming Companies, Inc.*, 499 F.3d 300, 306 (3d Cir. 2007).

43. Here, material non-monetary breaches have occurred under the License Agreement that are incapable of being cured by PSG. Since entering into the License Agreement, PSG has utterly failed to invest the necessary capital (personnel and financial) to meet its obligations thereunder. PSG has failed to adequately staff its commercialization efforts, both in quantity and experience, provide the financial backing necessary, or make any real effort, to undertake commercialization.

44. At the insistence of PSG, the parties agreed that PSG would be responsible for obtaining necessary Regulatory Approvals in connection with the commercialization of the Q30 Technology. Angus Aff. at ¶ 9. Pursuant to section 5.1.5 of the License Agreement, PSG was required to "use commercially reasonable efforts to obtain and maintain all Regulatory Approvals for the Q-Collar and any other Products or Ancillary Products to be produced, used, distributed, sold or otherwise commercialized under this Agreement for the Field of Use in each Market, as necessary, including, but not limited to engaging the appropriate Regulatory Authority, directing

any required research studies and clinical development activities, and preparing, filing and/or amending any required pre-market regulatory approval applications with the appropriate Regulatory Authority." *Id.*, Ex. A (License Agreement) at § 5.1.1. The parties agreed that the failure of PSG "to meet its obligations under Section 5 ***shall constitute a material breach*** of this [License] Agreement." *Id.* (emphasis added). *Id.*

45. The parties also agreed that PSG would make a good faith, commercially reasonable effort to commercialize the Q30 Technology within one (1) year of receiving Regulatory Approval in such Market, but only to the extent such approval was required. *See Id.* at ¶ 10, Ex. A (License Agreement) at § 4.2.6 ("In the event that Regulatory Approval for the Product in the Field of Use in a Market is obtained in accordance with Section 5.1.1, PSG shall make good faith, commercially reasonable efforts to commercialize Products in such Market within a one (1) year period following the receipt of such Regulatory Approval (or such longer period of time as may be agreed by the Parties in writing)."). The failure of PSG to make such good faith, commercially reasonable efforts in a Market within one (1) year following the receipt of Regulatory Approval for such Market, assuming such approval is needed, results in PSG's rights under Sections 2.1 [License Grant] and 2.2 [Sublicenses], and Q30's and Q30 Parent's restrictions in Section 2.3 [Exclusivity], to automatically terminate with respect to such Market. *Id.* To the extent Regulatory Approval was not required within a particular Market, the expectation was that PSG would make a good faith, commercially reasonable effort to begin commercialization in such Market as soon as practicable and, in no event, later than one (1) years after such determination was made.[7] *Id.*

[7] Q30 was in the process of preparing a notice of breach of section 4.2.6 of the License Agreement at the time of the Petition Date. Such notice could not be served in light of the bankruptcy filing and implication of the automatic stay, however. *Id.* at ¶ 21.

46. What precisely is required under a "commercially reasonable efforts" clause under New York law is unclear. However, courts have held that a reasonableness standard in a contract suggests that the parties intended a standard of objective reasonableness to apply. *See, e.g., Christie's Inc. v. SWCA, Inc*., 867 N.Y.S.2d 650, 653–54 (Sup.Ct. 2008); *MBIA Ins. Corp. v. Patriarch Partners VIII, LLC*, 950 F. Supp. 2d 568, 617 (S.D.N.Y. 2013). In addition, there is a general recognition that a "contractual requirement to act in a commercially reasonable manner does not require a party to act against its own interests." *MBIA Ins.*, 950 F. Supp. 2d at 618. However, questions of commercial reasonableness are necessarily fact specific, *Highland CDO Opportunity Master Fund, L.P. v. Citibank, N.A.*, 2013 WL 1191895, at *11 (S.D.N.Y. 2013), and what constitutes "against business interests" appears to diverge sharply. *See, e.g., MBIA Ins.*, 950 F. Supp. 2d at 618 (finding financial guarantee insurer failed to demonstrate that collateral manger breached its agreement to use commercially reasonable efforts to have certain notes rated as soon as reasonably practicable when evidence showed that seeking rating of notes before additional collateral could be accumulated would have harmed not only the collateral manager, but also the insurer); *Rex Med. L.P. v. Angiotech Pharm. (US), Inc.*, 754 F. Supp. 2d 616, 618-625 (S.D.N.Y. 2010) (finding that defendant distributor failed to use commercially reasonable efforts to market and commercialize a certain medical device despite distributor's position that its poor financial condition, coupled with $1 million/month loses directly related to distribution of the devices, excused it its performance under the agreement; plaintiff manufacturer should not be required to bear the cost of the distributor's poor decision making which lead to its financial state).

47. Here, PSG's efforts with respect to seeking and obtaining necessary Regulatory Approvals and commercializing the Q30 Technology have not been "commercially reasonable," by any objective standard. In fact, other than performing tasks relating to the creation of a design

history file and establishing a quality management system for the production of the Q-Collar (which are not directly relevant to the Canadian or Australian Markets, amongst others), PSG's efforts with regard to obtaining regulatory approval have been almost non-existent as there has been no or very limited engagement with regulatory authorities. Angus Aff. at ¶ 18. The License Agreement has now been in place for over fifteen (15) months. Nevertheless, as set forth in more detail above, PSG had no communication with the FDA from the Effective Date until September 2016, despite Q30's pre-Effective Date initiation of the regulatory review process for the United States Market. *Id.* When PSG finally communicated with the FDA in September 2016, it was not the result of PSG's diligence, but instead at the obstinate insistence of Q30. *Id.* With regards to the Canadian Market, PSG and Q30 received confirmation from Health Canada on November 17, 2015 that it had approval to market the Q-Collar at that time. *Id.* at ¶ 19. Instead, in what appears to be an attempt to simply delay, PSG indicated that it wanted Health Canada to engage in a pre-marketing review process that well-exceeded the normal regulatory process in Canada. *Id.* In doing so, PSG committed to submitting documentation supporting its marketing claims. *Id.* It has been over fourteen (14) months since PSG made its commitment to Health Canada and no substantive submission has been made. *Id.* Further, despite promising to develop a regulatory plan for Europe in January 2016, to Q30's knowledge, PSG has failed to engage any regulatory body in Europe in an effort to obtain any needed or desired approval. *Id.*

48. PSG's commercialization efforts have been equally as disappointing. Despite confirmation from Health Canada in November 2015 that the Q-Collar could be marketed, PSG has not sold any units in Canada nor have they engaged in any marketing campaign in anticipation of the product launch. *Id.* at ¶ 21. After receiving commitments from PSG that it would begin selling the Q-Collar in Canada by November 2016, and then in the spring of 2017, PSG now does

not plan to launch its version of the Q-Collar in Canada until June 2017. Even if PSG was able to meet this new timeline (which seems nearly impossible), its efforts to commercialize in the Canadian Market could not be considered to be in good faith or commercially reasonable in light of the fact that PSG had approval to market the Q-Collar in Canada in November 2015, but has done almost nothing until very recently (and what it has done is negligible). *Id.* Regardless, PSG's bankruptcy and proposed sale have made its assurances irrelevant. That is, PSG, in whatever form it takes post-sale, will not be the same company that entered into the License Agreement. The ability of its assignee to meet the commercialization requirements under the License Agreement, which the Debtors have failed to prove, will not cure PSG's obvious, historic defaults related to its failure to timely obtain (or even start the process of obtaining) Regulatory Approvals and commercialize the Q-Collar under the License Agreement. Likewise in Australia, where, upon information and belief, the Q-Collar is exempt from regulation, PSG has made no efforts towards commercialization. *Id.* at ¶ 20.

49. Q30 anticipates that PSG may argue that it was commercially reasonable for it to sit on its hands during the duration of the License Agreement in light of its dire financial condition during the relevant time period, which is now apparent. *See MBIA Ins.*, 950 F. Supp. 2d at 618 (contractual requirement to act in a commercially reasonable manner does not require a party to act against its own interests). Even if PSG were to take the position that performing under the License Agreement would have caused it financial harm, a position which Q30 disputes, Q30 should not be held responsible for PSG's financial condition or any claimed inability to perform. When entering into the License Agreement, PSG (and the publicly available information endorsed by it) painted a substantially different view of PSG's financial condition than apparent reality. Q30 should not be required to bear the cost of PSG's poor decision making and business practices

that lead to its bleak financial state, especially considering the representations made by it prior to entering into the License Agreement. *See Rex Med.,* 754 F. Supp. 2d at 625 (manufacturer should not be required to bear the cost of the distributor's poor decision making which lead to its financial state).

50. Unless PSG could go back in time, it simply cannot cure its substantial, non-monetary defaults in this case. PSG's defaults are material in that they were integral to the bargain struck between the parties. *Fleming*, 499 F.3d at 306. PSG was specifically selected as a partner by Q30 in light of its represented ability to promptly and effectively commercialize the Q-Collar and obtain necessary Regulatory Approvals. Angus Aff. at ¶¶ 6-7. Further, Q30's compensation under the License Agreement is subject in large part to PSG reaching its regulatory and sales milestones, as promptly as possible, none of which have been reached - due to lack of effort by PSG. *Id.* at ¶ 13. Moreover, the parties agreed that PSG's failure in this regard would constitute a material breach. *See* Angus Aff. at Ex. A (License Agreement) at § 5.1.5.

51. Since curing all non-monetary defaults is a prerequisite to assuming a non-lease executory contract under section 365 of the Bankruptcy Code, the inability of the debtor to cure its defaults precludes assumption of the License Agreement all together. *Empire*, 405 B.R. at 690-91. Accordingly, the Debtors cannot assume the License Agreement absent Q30's consent.

B. *The Debtor has not provided adequate assurance of future performance under the License Agreement*.

52. In order to assign the License Agreement, the Debtor must provide "adequate assurance of future performance" of the contract with respect to the proposed assignee, the Stalking Horse. *See* 11 U.S.C. §§ 365(f)(1). "Adequate assurance of future performance" is not defined in the Bankruptcy Code. *Fleming*, 499 F.3d at 305. What constitutes adequate assurance of future performance is determined by consideration of the facts of the proposed assumption. *Id.* at 307.

53. Congress's intent in imposing adequate assurance as a condition on the ability of the debtor to assume the contract was "to insure that the contracting parties receive the full benefit of their bargain if they are forced to continue performance." *In re Ionosphere Clubs, Inc*., 85 F.3d 992, 999 (2d Cir. 1996). The provisions of section 365 allow a debtor in bankruptcy to force a contract counterparty to accept performance from, and to continue to perform for the benefit of, a reorganized debtor or an assignee. In order to prevent an injustice to the contract counterparty, Congress made a clear determination to limit this provision to situations where the counterparty can be shown that they will also continue to receive the benefit of their bargain in exchange for their continued performance. *See Id*.

54. The plain language of the statute clearly places the burden on the Debtor to provide the counterparty with adequate assurance. *See* 11 U.S.C. § 365(f)(2)(B) (adequate assurance must be "provided"). The case law recognizes that it is the debtor's burden to provide the requisite adequate assurance of future performance. *See, e.g., In re Jennifer Convertibles, Inc*., 447 B.R. 713, 719 (Bankr. S.D.N.Y. 2011).

55. PSG has failed to provide anything that could reasonably be characterized as "adequate assurance of future performance" under any circumstances, much less in the context of the License Agreement. As discussed in more detail above, PSG's non-monetary obligations under the License Agreement are extensive. They include, without limitation, procuring worldwide regulatory approval of the Q30 Technology and commercializing the same. These obligations are essential to Q30's bargained for exchange (especially considering the License Agreement is exclusive). In order to assign the License Agreement to the Stalking Horse, PSG must provide adequate assurance that the Stalking Horse (or other winning bidder) can and will perform the material obligations required of the licensee under the License Agreement. *See Fleming*, 499 F.3d

at 306 (in determining whether adequate assurance is needed for a particular term the focus is placed on the importance of the term within the overall bargained-for exchange; that is, whether the term is integral to the bargain struck between the parties - its materiality - and whether performance of that term gives a party the full benefit of his bargain - its economic significance).

56. The sum total of Q30's knowledge with respect to the Stalking Horse is that it is a private equity company who is a major shareholder of PSG. Initially, the Debtors have failed to show that the Stalking Horse has sufficient capital (financial and personnel) to invest in the Q30 Technology much less experience seeking regulatory approvals or launching new sports equipment. This is of the upmost concern to Q30. Moreover, Q30 partnered with PSG because of its knowledge and wherewithal to commercialize the Q30 Technology, which is self-evident in the License Agreement. It expected that PSG would provide manufacturing, marketing, distribution and regulatory expertise (or obtain such expertise), as well as sufficient capital, management commitment and brand recognition. The crux of the License Agreement is the ability of the licensee to commercialize the Q30 Technology throughout the world as quickly as possible given its important protective nature. PSG has provided no information with regard to the Stalking Horse's capability, or even desire, to undertake these material obligations under the License Agreement. PSG has failed to provide, among other things: (a) even a rudimentary business plan; (b) any information on who will actually be managing the day-to-day operation of the business and its various divisions, and whether they will have the necessary expertise and experience to perform under the License Agreement; (c) information regarding the amount of working capital of the company moving forward (*i.e*. financial assurance); (d) information regarding the company's commitment to the rollout schedule and pursuing the various Markets; (e) any forward-looking budget, or sources and uses of capital, for operation of the business and how it relates to the

licensee's obligations under the License Agreement; (f) any analysis of the assets, liabilities, and leverage of the business after acquisition; or (g) any discussion or evidence regarding whether the Stalking Horse is purchasing the business with the intent to run it long term, or simply with the intent to deleverage, cut expenses, and flip the business.

57. What we do know is that the Stalking Horse will not be purchasing PSG's soccer brand. *See* Dkt Nos. 470 and 615. Soccer is the world's most popular sport, and hundreds of millions of soccer players worldwide compete without head protection. Without a brand for soccer, the Stalking Horse is greatly limiting its ability to commercialize the Q30 Technology. This is deeply concerning to Q30 as it specifically chose PSG as its licensee because of its ability to maximize commercialization of the Q30 Technology in, among other sports, soccer. As a result, the protection offered by the Q-Collar will not reach many of the intended users, and Q30 will not see the benefit of its bargain.

58. PSG utterly failed to meet its burden on adequate assurance. Accordingly, PSG cannot assume and assign the License Agreement.

C. ***Under applicable non-bankruptcy law, PSG must obtain Q30's consent to assign the License Agreement and Q30 does not consent under the circumstances*.**

59. Section 365(c), provides, in pertinent part, that:

> The trustee may not assume or assign any executory contract or unexpired lease of the debtor, whether or not such contract or lease prohibits or restricts assignment of rights or delegation of duties, if—
>
> (1)
>
> (A) applicable law excuses a party, other than the debtor, to such contract or lease from accepting performance from or rendering performance to an entity other than the debtor or the debtor in possession, whether or not such contract or lease prohibits or restricts assignment of rights or delegation of duties; and
>
> (B) such party does not consent to such assumption or assignment....

11 U.S.C. § 365(c)(1).

60. "Applicable law" under section 365(c)(1)(A) for purposes of determining whether a debtor can assume and assign a patent license agreement is federal patent law. Although clear that non-exclusive patent licenses are personal to the licensee and not assignable unless expressly made so in the agreement, *see In re Access Beyond Technologies, Inc.*, 237 B.R. 32, 45 (Bankr. D. Del. 1999), courts have had less occasion to determine the enforceability of consent clauses in the context of exclusive patent licenses. Nevertheless, courts have routinely recognized the enforceability of consent provisions in exclusive patent licenses. *See, e.g., In re Hernandez*, 285 B.R. 435 (Bankr. D. Ariz. 2002) (finding that applicable federal patent law would require the consent of the licensor to assign the license even if the license is exclusive.); *Proteotech, Inc. v. Unicity Int., Inc*., 542 F.Supp.2d 1216, 1218 (W.D.Wash. 2008) ("Although, in granting an exclusive license, the licensor relinquishes the ability to provide additional licenses, nothing about that act implies or necessitates the licensor's forfeiture of the right to control which or how many entities practice that art at issue."); *In re Aerobox Composite Structures, LLC*, 373 B.R. 135, 141 (Bankr. D.N.M. 2007) (although not finding license at issue to be exclusive, court stated that "federal patent law generally prohibits assignment of both exclusive and non-exclusive license agreements absent consent of the licensor"); *Moraine Prods. v. ICI Am., Inc.*, 538 F.2d 134, 150 (7th Cir. 1976) (upholding consent provisions in exclusive patent licenses in the context of anti-trust).

61. Here, the License Agreement contains a consent clause. Specifically, section 13.5 of the License Agreement provides, in pertinent part, that

> This agreement will inure to the benefit of and be binding upon the Parties and their successors and assigns; provided however, that neither Party will have the right to assign any rights or obligations hereunder without the

> express prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned. For the avoidance of doubt, any merger, reorganization, consolidation or other similar type of corporate event of a Party will constitute an assignment under this Agreement. Any attempted assignment in violation of this Section 13.5 shall be void.

Angus Aff. at Ex. A (License Agreement) at § 13.5.

62. But for the final clause of the consent provision, *i.e*. that "consent will not be unreasonably withheld, delayed or conditioned," Q30 would have the unqualified right to withhold consent to an assignment as a matter of law. However, given that consent cannot be unreasonably withheld in this case, the question begs: what constitutes the reasonable withholding of consent?

63. The United States Court of Appeals for the Federal Circuit has determined that a rational basis for a patent licensor to withhold consent of an assignment would be to prevent impairment of its consideration for entering into the license agreement. *Speedplay, Inc. v. Bebop, Inc.*, 211 F.3d 1245, 1251 (Fed. Cir. 2000). Q30 required a particular type of partner that had the specific knowledge and wherewithal to obtain necessary Regulatory Approvals and to commercialize (and potentially improve) the Q30 Technology. Q30 also required a partner that provided access to the Field of Use in the Markets, with the good will necessary to enhance Q30's reputation. All of these requirements were aimed at (i) generating a royalty stream for Q30 based on commercializing the Q30 Technology, (ii) keeping the sporting public safer, and (iii) increasing the reputation of Q30 as it pursues other uses of the Q30 Technology. Q30 chose PSG because it believed that PSG was that partner. Now PSG seeks to assume and assign the License Agreement to the Stalking Horse without providing any information as to the Stalking Horse's capability, or even desire, to undertake the affirmative, material obligations under the License Agreement to commercialize the Q-Collar for the benefit of athletes around the world. This is especially troublesome in light of the fact that the License Agreement is exclusive – Q30 has and will

continue to face substantial hardship if the licensee under the License Agreement cannot (or will not) perform its obligations. For this, and the other reasons articulated with respect to the Debtors' adequate assurance failures, it cannot be disputed that the withholding of Q30's consent is reasonable.

64. Q30 has had recent negotiations with PSG regarding the potential assumption and assignment of the License Agreement. *Id* at ¶ 33. During those negotiations, Q30 has stressed the importance of ensuring that the Stalking Horse (or other qualified purchaser) does not succumb to the same failures as PSG. *Id.* In order to obtain the assurances required, Q30 sought to modify certain milestones such that the purchaser would be motivated to create value, rather than disregard its obligations. *Id.* Importantly, these requested changes do not make the license more expensive for the Stalking Horse (or any other qualified purchaser) and rely on PSG's own sales and marketing projections. *Id.* The monetary components of the License Agreement would remain the same. *Id.* Nevertheless, based on communications with the Debtors with respect to the requested modifications, Q30 expects that the Debtors will argue that Q30 is leveraging its consent to coerce renegotiation of the license with new Q30-friendly terms. *See County Choppers v. Olaes Enterprises, Inc*., 497 F. Supp. 2d 541, 559 (S.D.N.Y. 2007) (it would likely be unreasonable to withhold consent to coerce a licensee into accepting certain concessions in an attempt to renegotiate the agreement). Not true. Rather, Q30's requested revisions were for the sole purpose of providing binding assurances and incentives so that Q30's bargained-for-consideration would not be further impaired. These revisions are required to assure Q30 that the Stalking Horse can meet the critical commercialization deadlines and regulatory approvals necessary to provide Q30 with the benefit of its bargain, given PSG's prior lack of progress. As set forth above, PSG has essentially sat on its hands for most of the duration of the License Agreement and failed to perform

its obligations thereunder to the detriment of Q30. Since Q30 was only attempting to prevent further impairment of its consideration, as opposed to leveraging its consent to re-negotiate a better economic deal, Q30's withholding of consent is reasonable.

65. Notwithstanding the ongoing failures of PSG and the concern and frustration of Q30, Q30 has made good faith efforts to not only help PSG with its commercialization efforts, but has also been entirely reasonable with respect to its requested modifications to the License Agreement. Angus Aff. at ¶ 34. Unfortunately, Q30 has been advised by PSG that its proposals were "non-starters" and PSG has refused to discuss them in detail. *Id.*

66. Under the circumstances, Q30 does not consent to the assignment of the License Agreement to the Stalking Horse. As set forth above, the withholding of such consent is reasonable. Under Third Circuit precedent, a debtor may not assume an executory contract over the non-debtor's objection if applicable law would bar assignment to a hypothetical third-party (*i.e.* the hypothetical test), even where the debtor has no intention of assigning the contract in question to any such third-party. *In re West Electronics*, 852 F.2d 79, 82 (3d Cir. 1988). Accordingly, since the License Agreement is not assignable, it is also not assumable under section 365 of the Bankruptcy Code.

D. *PSG must cure all monetary defaults to assume the License Agreement*.

67. In the event Q30 were to consent to PSG's assumption of the License Agreement, the Bankruptcy Code requires that PSG cure all monetary defaults prior to doing so. *See* 11 U.S.C. § 365(b)(1)(B) (a debtor must cure, or provide adequate assurance that the debtor will promptly cure, all defaults, prior to assumption of an executory contract or unexpired lease).

68. The Proposed Cure Amount does not reflect the true amount due and owing to Q30 from PSG under the Lease Agreement. Specifically, pursuant to the License Agreement, Q30 and

PSG agreed to share certain patent related expenses, including, but not limited to, those relating to patent prosecution and maintenance and work performed by consultants assisting in the effort to obtain regulatory approvals. *See* Angus Aff. at ¶ 32, Ex. A (License Agreement) at §§ 5.1.1(f) and 7.1. As set forth in more detail in the Invoices, the Debtors owe $208,295.76 (*i.e.* the True Cure Amount) to Q30 for such expenses. *See Id.,* Ex. F (Invoices).

69. Accordingly, even if the License Agreement was otherwise assumable, which it is not absent consent, the Debtors must cure pay to Q30 the True Cure Amount prior to assumption of the License Agreement.

II. THE TRADEMARK AGREEMENT CANNOT BE ASSUMED AND ASSIGNED ABSENT CONSENT.

70. The Trademark Agreement was entered into in conjunction with the License Agreement. Pursuant to the Trademark Agreement, Q30 licensed to PSG the Trademarks (as defined in the Trademark Agreement) to enable PSG to brand the Products and Ancillary Products in the Field of Use with brands and marks owned by Q30, subject to the terms and conditions set forth therein. *Id.* at ¶ 14, Ex. B (Trademark Agreement) at §§ 1, 2.

71. The License Agreement and Trademark Agreement are inextricably tied. PSG cannot assume and assign the Trademark Agreement for all of the reasons it cannot assume and assign the License Agreement. Moreover, as discussed above, the License Agreement may ultimately be rejected in the Bankruptcy Cases. The term of the Trademark Agreement is co-terminus with the License Agreement – when the License Agreement terminates, so too will the Trademark Agreement. *See Id.* at § 7. Finally, the Trademark Agreement has a consent provision that is almost identical to that of the License Agreement. *See Id.* at § 11. Q30 does not consent to the assignment of the Trademark Agreement for all of the reasons that it does not consent to the assignment of the License Agreement.

72. Accordingly, PSG cannot assume and assign the Trademark Agreement.

III. THE IC AGREEMENTS CANNOT BE ASSUMED AND ASSIGNED ABSENT CONSENT.

73. Pursuant to section 365(c)(1), the debtor cannot assume and assign an executory contract if "applicable law" excuses the non-debtor party from rendering performance to an entity other than the debtor, whether or not such contract or lease prohibits or restricts assignment of rights or delegation of duties, and the non-debtor party does not consent, as discussed in more detail above.

74. The IC Agreements are personal service contracts. Pursuant to the IC Agreements, Mr. Hoey and Mr. Angus agreed to provide (and have provided) PSG advice and services in connection with the Products, including with regard to implementation, the manufacturing process, research and development, product development, sales and marketing, business development and public relations. *See Id.* at ¶ 15, Ex. C (Hoey Agreement) at §§ 1, 4; Ex. D (Angus Agreement) at §§ 1, 4. The agreements are governed by New York law. *See Id.*, Ex. C (Hoey Agreement) at § 11; Ex. D (Angus Agreement) at § 11. Under New York law, a personal services contract cannot be assigned without the other party's consent. *In re Mitchell*, 249 B.R. 55, 58 (Bankr. S.D.N.Y. 2000) *citing Paige v. Faure*, 127 N.E. 898, 899 (1920).

75. In addition, compensation for Mr. Hoey and Mr. Angus for their services under the IC Agreements were stock options that could be purchased in accordance with the terms of PSG's "Equity Incentive Plan." *See Id.*, Ex. C (Hoey Agreement) at § 4; Ex. D (Angus Agreement) at § 4. The terms and conditions were set forth in the "Equity Incentive Plan," except as expressly modified by an "Option Agreement." *Id.* Both the Equity Incentive Plan and Option Agreement, in addition to the options themselves, have been wiped out as a result of PSG's bankruptcy. Without an unperformed obligation owed on the part of PSG (*i.e.*, granting of the stock options as

compensation), the IC Agreements are not executory contracts. *See In re Exide Techs.*, 378 B.R. 762, 766 (Bankr. D. Del. 2007) ("In determining whether a contract is executory… courts in this Circuit utilize the Countryman standard, which provides that a contract is executory when the obligation of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete performance would constitute a material breach excusing performance of the other.") (internal quotations omitted); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39 (3d Cir. 1989) (same). Since the IC Agreements are not executory, they cannot be assumed by PSG. *Id.*

76. Accordingly, PSG cannot assume and assign the IC Agreements.

IV. THE EQUITY AGREEMENT CANNOT BE ASSUMED AND ASSIGNED.

77. Similarly, the Equity Agreement is not an executory contract. Pursuant to the Equity Agreement, PSG made an equity investment in Q30 Parent on the Effective Date in the Contribution Amount, in exchange for becoming a member of Q30 Parent. Angus Aff. at ¶ 16, Ex. E (Equity Agreement) at §§ 1-3. As a result of this transaction, PSG has an approximate 1.229% interest in Q30 Parent (the "Membership Interest"). *Id.* There are no unperformed obligations under the Equity Agreement that would constitute a material breach if not performed; thus, the agreement is not executory. *See Exide*, 378 B.R. at 766. Since the Equity Agreement is not executory, it cannot be assumed by PSG. *Id.*

78. To the extent that PSG is attempting to assign its Membership Interest, such assignment is limited pursuant to the terms of Q30 Parent's operating agreement (the "Operating Agreement"). *See NY Limit Liab Co* § 603(a)(1) (except as provided in the limited liability company's operating agreement, a membership interest is assignable in whole or in part). Pursuant to section 7.1 of the Operating Agreement, members cannot "[t]ransfer their Percentage

Interest without the prior written approval of the Management Board, which approval may be withheld in the reasonable discretion of the Management Board."

79. PSG has not sought the approval of the transfer of the Membership Interest from the Management Board (as defined in the Operating Agreement). Without the prior written approval of the Management Board, which approval may be withheld in its reasonable discretion, then PSG's Membership Interest cannot be assigned.

RESERVATION OF RIGHTS

80. Q30, Mr. Angus and Mr. Hoey do not yet know all relevant information affecting how their rights might be impacted by any assignment or assumption of the Agreements, including but not limited to, the identity of ultimate winning bidder of PSG's Assets (and the proposed assignee). Q30, Mr. Angus and Mr. Hoey reserve all right to object to the assumption of the Q30 Agreements by the Debtors and the assignment to a winning bidder other than the Stalking Horse.

[*Remainder of page intentionally left blank.*]

CONCLUSION

81. Under the circumstances, Q30, Mr. Angus and Mr. Hoey do not consent to the assumption and assignment of the Q30 Agreements. For the reasons set forth herein, the Court should sustain the Objection.

Dated: January 25, 2017

VENABLE LLP

By: *Jamie L. Edmonson*

Jamie L. Edmonson (No. 4247)
Daniel A. O'Brien (No. 4897)
1201 N. Market St.
Suite 1400
Wilmington, Delaware 19801
Tel: (302) 298-3535
Fax: (302) 298-3550
jledmonson@venable.com
daobrien@venable.com

-and-

Jennifer L. Nassiri, Esq.
2049 Century Park East
Suite 2300
Los Angeles, California 90067
Tel: (310) 229-9900

-and-

Brian L. Schwalb, Esq.
575 7th St., NW
Washington, DC 20004
Tel: (202) 344-4000

Counsel for Q30 Sports, LLC, Q30 Sports Science, LLC, Bruce Angus and Thomas Hoey

CERTIFICATE OF SERVICE

I, Jamie L. Edmonson, hereby certify that on this 25th day of January, 2017, I caused true and correct copies of the *Objection of Q30 Sports, LLC, Q30 Sports Science, LLC, Bruce Angus and Thomas Hoey to the Sale Motion and the Proposed Assumption and Assignment of the Q30 Agreements* to be served upon the parties on the attached service list in the manners indicated thereon.

/s/ Jamie L. Edmonson
Jamie L. Edmonson (No. 4247)

SERVICE LIST

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
The Debtors
Attention: Michael J. Wall, Esq.
100 Domain Dr.
Exeter, New Hampshire 03885
Michael.Wall@bauer.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Kelley A. Cornish, Esq.
Alice Eaton, Esq.
Paul, Weiss, Rifkind, Wharton
& Garrison, LLP
1285 Avenue of the Americas
New York, New York, 10019
kcornish@paulweiss.com
aeaton@paulweiss.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Pauline Morgan, Esq.
Young Conaway Stargatt & Taylor LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
pmorgan@ycst.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Maria Konyukhova, Esq.
Jonah Mann, Esq.
Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON
Canada
M5L 1B9
mkonyukhova@stikeman.com
jmann@stikeman.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Marc Puntus
Centerview Partners
31 West 52nd Street
New York, N.Y. 10019
mpuntus@centerviewpartners.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Brian Denega
Ernst & Young Inc.
222 Bay Street
Toronto, ON
M5K IJ7
brian.m.denega@ca.ey.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Ken Coleman, Esq.
Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020
Ken.Coleman@AllenOvery.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Robert Thornton, Esq.
D.J. Miller Thornton, Esq.
Rachel Bengino
Thorton Grout Finnigan LLP
100 Wellington Street West, Suite 3200
Toronto, ON
M5K IK7
rthornton@tgf.ca
djmiller@tgf.ca
rbengino@tgf.ca

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Andrew B. Eckstein, Esq.
Michael B. Schaedle, Esq.
Stanley B. Tarr, Esq.
Blank Rome LLP
1201 Market Street, Suite 800
Wilmington, DE 19801
AEckstein@blankrome.com
Schaedle@blankrome.com
tarr@blankrome.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Paul Huygens
Peter Kravitz
Province Inc.
2360 Corporate Circle, Suite 330
Henderson, N.V. 89074
phuygens@provincefirm.com
pkravitz@provincefirm.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Christopher J. Marcus, Esq.
Kirkland & Ellis LLP
601 Lexington Avenue
New York, N.Y. 10022
christopher.marcus@kirkland.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Domenic E. Pacitti, Esq.
Klehr, Harrison, Harvey & Branzburg LLP
919 N. Market Street, Suite 1000
Wilmington, DE 19801
dpacitti@klehr.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Bernard Boucher, Esq.
Blake, Cassels & Graydon LLP
S.E.N.C.R.L./s.r.l.,
1 Place Ville Marie, Bureau 3000
Montréal (Québec)
H3B 4N8
bernard.boucher@blakes.com

VIA FIRST CLASS MAIL
Neil Augustine
Rothschild & Co.
1251 Avenue of the Americas, 33rd floor
New York, N.Y. 10020

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
John F. Ventola, Esq.
Douglas R. Gooding, Esq.
Choate Hall & Stewart LLP
Two International Place
Boston, MA 02110
jventola@choate.com
dgooding@choate.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
David M.A. Amato, Esq.
Serge Levy, Esq.
Norton Rose Fulbright
Suite 3800, Royal Bank Plaza
South Tower, 200 Bay Street
P.O. Box 84
Toronto, Ontario
M5J 2Z4
Canada
david.amato@nortonrosefulbright.com
serge.levy@nortonrosefulbright.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Robert J. Stark, Esq.
Steven B. Levine, Esq.
Brown Rudnick LLP
Seven Times Square
New York, NY 10036
rstark@brownrudnick.com
slevine@brownrudnick.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Ryan C. Jacobs
Shayne Kukulowicz
Natalie E. Levine
Cassels Brock & Blackwell LLP
2100 Scotia Plaza,
40 King Street West
Toronto, Ontario,
Canada
M5H 3C2
rjacobs@casselsbrock.com
skukulowicz@casselsbrock.com
nlevine@casselsbrock.com

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Andrew J.F. Kent, Esq.
McMillan LLP
Brookfield Place, Suite 4400
181 Bay Street
Toronto, Ontario
Canada
M5J 2T3
andrew.kent@mcmillan.ca

VIA FIRST CLASS MAIL
& ELECTRONIC MAIL
Adam L. Dunayer, Esq.
Justin Zammit, Esq.
Houlihan Lokey, Inc.
100 Crescent Ct., Suite 900
Dallas, TX 75201
ADunayer@HL.com
JZammit@HL.com

VIA FIRST CLASS MAIL
John Gilligan
BDT Capital Partners, LLC
401 North Michigan, Suite 3100
Chicago, IL 60611

SCHEDULE
"2"

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BPS US Holdings Inc., *et al.*,	Case No. 16-12373 (KJC)
Debtors.	Jointly Administered

AFFIDAIVT OF BRUCE ANGUS IN SUPPORT OF THE OBJECTION OF Q30 SPORTS, LLC, Q30 SPORTS SCIENCE, LLC, BRUCE ANGUS AND THOMAS HOEY TO THE SALE MOTION AND THE PROPOSED ASSUMPTION AND ASSIGNMENT OF THE Q30 AGREEMENTS

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

I, Bruce Angus, being first duly sworn on oath, depose and state as follows:

1. I am over the age of 18 and am competent to give this affidavit. I make this affidavit in support of the Objection of Q30 Sports, LLC ("Q30 Sports"), Q30 Sports Science, LLC ("Q30 Parent", together with Q30 Sports, "Q30"), Bruce Angus and Thomas Hoey to the Sale Motion of the Proposed Assumption and Assignment of the Q30 Agreements (the "Objection"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Objection.

2. I am the co-CEO and a co-founding member of Q30. The facts stated within this affidavit are true and correct and based upon my personal knowledge, and I am competent to testify.

A. *Q30's Business*

3. Q30 was founded in August 2012 in order to further the research and development of technology that, based on early animal studies, showed great potential in reducing traumatic brain injury caused by concussive blows.

4. Q30 is a privately funded company that has invested heavily in creating a robust patent portfolio, developing a commercially viable medical device to protect athletes from traumatic brain injury caused by head impacts, including sub-concussive and concussive blows, and supporting independent research on the safety and effectiveness of the device known as the "Q-Collar."

5. In late 2014, Q30 decided that it should partner with a well-established sports equipment or medical device company to speed the commercialization of the Q-Collar. Q30 expected that such a company would provide manufacturing, marketing, distribution, and regulatory expertise, as well as sufficient capital, management commitment and brand recognition to accelerate the worldwide commercialization and use of the patented technology.

6. During conversations with PSG from January through May 2015, including with its CEO and other high level executives, PSG indicated, in no uncertain terms, that it was in a position to be the strategic partner that Q30 was looking for. For example, Kevin Davis ("Mr. Davis"), the then-CEO of PSG, had more than five years' experience as an executive at medical device companies, including Boston Scientific, which gave him valuable insight and knowledge concerning the medical device approval process. Mr. Davis also had more than ten years as the CFO, COO and CEO of PSG/Bauer Hockey. As Mr. Davis indicated to Q30 repeatedly, PSG was a multi-sport, multi-brand public company, with substantial good will, that had access to working capital in excess of $100 million with growing revenue and profits plus a robust market capitalization in order to support the rapid worldwide commercialization of the Q30 technology to protect athletes. This economic vitality combined with its operational resources were essential consideration for Q30's decision to partner with PSG.

B. *The License Agreement*

7. On October 15, 2015 (the "Effective Date"), PSG, Q30 Sports and Q30 Parent entered into that certain Exclusive License Agreement (the "License Agreement"), through which Q30 granted to PSG Innovation, subject to various rights expressly retained by Q30 as licensor, an exclusive, perpetual worldwide license under Q30's right in and to certain Q30 patents related to the Q-Collar (as set forth on Exhibit A to the License Agreement, the "Licensed Patents") and the associated Q30 Know-How (as defined in the License Agreement, and together with the Licensed Patents, the "Q30 Technology") to use, make, have made, sell, offer for sale, import, export, market, advertise, promote and otherwise to commercialize Products and Ancillary Products solely in the Field of Use. A true and correct copy of the License Agreement is attached to hereto as Exhibit A.

8. Because the Q-Collar provides a beneficial effect by creating a physiological change within the body, it is considered a medical device (in many of the Markets), requiring different levels of pre-marketing regulatory approval in various countries around the world, including the United States.

9. At the insistence of PSG, the parties agreed that PSG would be responsible for obtaining necessary regulatory approvals in connection with the commercialization of the Q30 Technology.

10. The parties also agreed that PSG would make a good faith, commercially reasonable effort to commercialize the Q30 Technology within one (1) year of receiving Regulatory Approval in such Market, but only to the extent such approval was required. To the extent Regulatory Approval was not required within a particular Market, the expectation was that

PSG would make a good faith, commercially reasonable effort to begin commercialization in such Market as soon as practicable and, in no event, no later than one (1) years after such determination was made.

11. In consideration for the license, PSG was required to make two early payments to Q30, reflecting the initial value of the Canadian Market and the initial value of the Market other than the United States and Canada. All other compensation due to Q30 under the License Agreement (notwithstanding shared expenses) is tied to certain regulatory approval and sales milestones, the success of which are squarely in the hands of PSG. Namely, PSG is required to make a milestone payment within thirty (30) days after the initial regulatory approval by the Food and Drug Administration (the "FDA") for a version of the Q-Collar in the United States in the Field of Use (the "Regulatory Milestone"). PSG is also required to make milestone payments based on the achievement of the distribution and/or sale of certain amounts of Products in Canada, the United States and other Markets, respectively.

12. In addition, PSG is responsible for royalty fees on a Market-by-Market basis, based on Products and Ancillary Products distributed and/or sold in such Market by PSG. Further, following achievement of the Regulatory Milestone, PSG will be subject to minimum annual royalties for the first three years following the date of the first commercial sale and/or distribution of a Product in the United States.

13. PSG has neither met the Regulatory Milestone nor made any sales and/or distributions of Products. Accordingly, PSG has not yet been required to make any milestone or royalty payments under the License Agreement.

C. *Related Agreements*

14. In conjunction with the License Agreement, Q30 and PSG entered into that certain Trademark License Agreement dated as of the Effective Date (the "Trademark Agreement"). Pursuant to the Trademark Agreement, Q30 licensed to PSG the Trademarks (as defined in the Trademark Agreement) to enable PSG to brand the Products and Ancillary Products in the Field of Use with brands and marks owned by Q30, subject to the terms and conditions set forth therein. A true and correct copy of the Trademark Agreement is attached to hereto as Exhibit B. The term of the Trademark Agreement is co-terminus with the License Agreement (unless terminated earlier in accordance with the provisions of the agreement).

15. Also on the Effective Date, I and Thomas Hoey ("Mr. Hoey") separately entered into Independent Contract Agreements with PSG, pursuant to which, Mr. Hoey, also a founding member of Q30, and I agreed to provide PSG advice and services in connection with the Products, including with regard to implementation, the manufacturing process, research and development, product development, sales and marketing, business development, and public relations, in exchange for the receipt of stock options in PSG. True and correct copies of the Independent Contract Agreement with Mr. Hoey (the "Hoey Agreement") and the Independent Contract Agreement with myself (the "Angus Agreement") are attached hereto as Exhibits C and D, respectively.

16. Finally, simultaneously with execution of the License Agreement, PSG and Q30 entered into that certain Membership Interest Purchase Agreement (the "Equity Agreement", together with the License Agreement, the Trademark Agreement and the IC Agreements, the "Q30 Agreements"), whereby PSG made an equity investment in Q30 Parent in the amount of one million dollars ($1,000,000) (the "Contribution Amount"). A true and correct copy of the Equity

Agreement is attached to hereto as Exhibit E. Pursuant to the Equity Agreement, PSG made the Contribution Amount on or about the Effective Date and became a Member of Q30 Parent pursuant to the company's limited liability company agreement. As a result of this transaction, PSG has an approximate 1.299% interest in Q30 Parent.

D. ***PSG's Failure to Perform***

17. Following execution of the License Agreement, PSG's CEO repeatedly stated that it would launch the Q-Collar in Canada in November 2016, followed by the launch in Europe and then Australia. The commercial launch in the United States was uncertain given the more extensive regulatory requirements of the FDA. Based on commitments of PSG, Q30 was led to believe that PSG could meet these deadlines. At the time Q30 contracted with PSG, PSG had a stock price of over $13/share and a market cap of almost $600 million. Q30 had no indication of the true financial condition of PSG, nor the facts giving rise to the fraud claims that would be brought against the company and its management team in early 2016 relating to alleged misstatements and misdeeds that took place before, during and after the execution of the License Agreement.

18. Even though PSG insisted that it control the regulatory process, since execution of the License Agreement, PSG's efforts have been deficient, at best. In fact, other than performing tasks relating to the creation of a design history file and establishing a quality management system for the production of the Q-Collar (which are not directly relevant to the Canadian or Australian Markets, amongst others), PSG's efforts with regard to obtaining regulatory approval have been almost non-existent as there has been no or very limited engagement with regulatory authorities. For example, even though the regulatory review process for the United States had been started by Q30, from the Effective Date until September 2016, PSG had no communication with the FDA.

On September 19, 2016, PSG finally filed a Study Risk Determination request letter with the FDA, resulting in a positive decision that was received on December 28, 2016. Importantly, the Risk Determination filing was not made as a result of any diligence of PSG, but instead, at the persistent insistence of Q30.

19. With regards to the Canadian Market, where the Q-Collar is considered a Class I medical device, PSG and Q30 received confirmation from Health Canada on November 17, 2015 that it had approval to market the Q-Collar at that time. In fact, Q30 Sports Canada, Inc., a subsidiary of Q30 Parent, received its Medical Device Establishment License in Canada on August 6, 2014 that provided authorization to it to sell the Q-Collar in Canada. Despite receiving such confirmation, PSG indicated that it wanted Health Canada to engage in a pre-marketing review process that well-exceeded the normal regulatory process in Canada and for which there is no precedent. In doing so, PSG committed to submitting documentation supporting its marketing claims. It has been over fourteen (14) months since PSG made its commitment to Health Canada but no substantive submission has been made.

20. Further, despite making commitments to Q30 that it would develop a regulatory plan for Europe in January 2016, to Q30's knowledge, PSG has failed to engage any regulatory body in Europe in an effort to obtain any needed or desired approval. Likewise in Australia, where, upon information and belief, the Q-Collar is exempt from regulation, PSG has made no efforts towards commercialization.

21. PSG's commercialization efforts have been equally as disappointing as its regulatory efforts. Notwithstanding commitments to Q30 that it would begin selling the Q-Collar in Canada by November 2016, and then in the spring of 2017, PSG now does not plan to launch its version of the Q-Collar in Canada until June 2017. Despite repeated, recent assurances

regarding the June 2017 launch, upon information and belief, PSG has only ordered approximately 20,000 Q-Collars that cannot be shipped from the United States to Canada until mid-August at the earliest. This initial order is entirely inadequate to meet its proposed launch plans detailed in its deal book to potential bidders. Further, PSG does not have the capacity to support immediate additional demand as it does not have the material supply chain in place nor has it made commitments to additional supplies and manufacturing components that have long lead times (8-16+ weeks). This situation demonstrates PSG's lack of commitment to the Q-Collar project and, instead, indicates that it is taking a "pilot study" approach. Even if PSG was able to meet its promised timeline (which seems nearly impossible), its efforts to commercialize in the Canadian Market could not be considered to be in good faith or commercially reasonable in light of the fact that PSG has had approval to market the Q-Collar in Canada since November 2015, but has not acted reasonably towards timely commercialization. At the time of the Petition Date, Q30 was preparing a notice of breach of section 4.2.6 of the License Agreement. The notice was not served on PSG, however, in light of its bankruptcy filing and Q30's concerns regarding implication of the automatic stay.

22. Based on information provided by PSG to Q30, it is likely this timeline was illusory in any event. While Q30 is able to produce production quality Q-Collars at its manufacturer's facility in Wisconsin using its own molding tools, PSG does not yet have its own production tooling and only ordered their tooling in October 2016. PSG has no long term supply agreement with the only manufacturer in the world that is currently capable and certified to make the Q-Collar. Further, to Q30's knowledge, PSG has not finalized the manufacturing process, testing, packaging, labeling, or marketing plans for its Canadian launch. Nor has PSG taken any such actions towards commercialization in Europe or Australia.

23. PSG's lack of commitment to procure Regulatory Approval (where required) and commercialize the Q-Collar is not surprising in light of its management team's lack of experience. In March 2016, PSG announced the abrupt departure of Mr. Davis, who was instrumental in Q30's decision to partner with PSG. Mr. Davis' departure came shortly after a *New York Post* article revealed that questions had been raised regarding accounting irregularities and potential fraud at PSG, as discussed in more detail below. With the departure of Mr. Davis (who had promised to hire a senior level executive with medical device regulatory experience), PSG lost its lone executive with medical device experience. PSG's current CEO, who followed interim-CEO Amir Rosenthal ("Mr. Rosenthal"), Harlan Kent ("Mr. Kent"), who joined the company in June 2016, has neither sports equipment nor medical device experience. Upon information and belief, Mr. Kent was a senior executive at Yankee Candle for eight years, then president of a retail jewelry company for one year.

24. In addition, since execution of the License Agreement, Jamie Eno ("Mr. Eno"), on information and belief, has been the leader of the Q-Collar project within PSG. Mr. Eno is a certified public accountant who has been at PSG/Bauer for over fourteen years and has served as corporate controller, global director of treasury and tax, and had been involved with several mergers and acquisitions. Mr. Eno seemingly has absolutely no operational, marketing or distribution experience necessary to launch a new sports equipment or medical device. Further, despite being put in charge of all regulatory matters relating to the Q-Collar, Mr. Eno has no FDA or relevant regulatory experience whatsoever.

25. While Mr. Kent has kept Mr. Eno in is his current position since Mr. Kent joined PSG in June 2016, on January 9, 2017, PSG hired Susan Burnley ("Ms. Burnley"), reportedly to assume regulatory responsibility. While Ms. Burnley seems to have several years of experience

as a director of marketing at medical device companies, she does not appear to have any experience guiding the regulatory approval process. Moreover, Q30 views this move as a too little too late proposition. PSG is already in breach of its duties under the License Agreement with regard to timely seeking necessary regulatory approvals and commercializing the Q30 Technology.

26. While PSG has previously relied upon an outside consultant, RavenOye Group ("RavenOye"), for regulatory advice in the United States and abroad, to the extent that there may be a current agreement with RavenOye, I understand that no such agreement is included in PSG's list of executory contracts to be assumed and assigned in connection with the Sale. This suggests that PSG will sever its relationship with RavenOye, leaving it with no one to provide regulatory advice, as it would seek to commercialize the Q30 Technology. PSG's current management team has no regulatory experience, limited outside help, and Q30 knows of no plans for PSG to bolster its staff with qualified executives.

27. PSG has not engaged in the expected marketing or public relations efforts in anticipation of the commercialization of the Q30 Technology. Since November 2015, there have been no press events or seeded news articles in the United States or elsewhere. There have been no athlete engagements. There has been no effort to provide information or samples to hockey leagues or players. Rather than augmenting its staff, PSG laid off the executive who was responsible for recruiting athlete endorsements in the summer of 2016. His role has not been replaced.

28. In addition, PSG is currently reducing the number of brands and sports under its umbrella rather than increasing it. Before October 2015, PSG had well-established brands for hockey, lacrosse, soccer and baseball/softball. During discussions with Q30 prior to the execution of the License Agreement regarding its plan to expand its business, PSG also indicated to Q30 its

plan to acquire a football (American) brand. PSG's established brands and dedicated expansion into American football was extremely important to Q30 in deciding to partner with PSG. Unfortunately, PSG has not acquired or developed a football brand. Moreover, PSG has sought court approval to sell its only brand for soccer. Soccer is the worlds' most popular sport, and hundreds of millions of soccer players worldwide compete without head protection. Without a brand for soccer, or any attempt by PSG to expand into football, PSG is greatly limiting its ability to commercialize the Q30 Technology. As a result, the protection offered by the Q-Collar will not reach many of the intended users and Q30 will not see the benefit of its bargain.

29. By all accounts, the financial condition of PSG is vastly different than what was disclosed to the public and Q30 in the Fall of 2015. In the ten months from October 15, 2015, when the License Agreement was executed, to August 15, 2016, when PSG announced that it would not file its annual report because its Audit Committee would not approve its financial statements (and when it admitted to internal and external investigations of accounting irregularities and fraud), PSG lost more than $500 million in market capitalization. By the time it filed for bankruptcy protection on October 31, 2016, in part, because of a securities class action lawsuit pending against it in the United States District Court for the Southern District of New York, Case No. 16-03591 (GHW) (the "Class Action"), arising from its falling stock price and the disclosure of the Audit Committee's review, PSG had a market cap of only $60 million.

30. Instead of bolstering its staff and investing in the approval and commercialization of the Q30 Technology in Markets around the world, PSG has cut staff and reduced spending. With no ability to invest in the commercialization of the Q30 Technology, the License Agreement and the underlying intellectual property has been and continues to be severely impaired.

31. In understanding the hardships PSG's actions (or inactions) have caused Q30, it is important to remember that the License Agreement is exclusive. There are no other entities that have authority to use, make, market, sell and otherwise commercialize the Q30 Technology in the Field of Use. PSG's failures directly and significantly impact Q30's business. Without commercialization by PSG, not only does the Q-Collar not get monetized, and the value of the Licensed Patents becomes greatly impaired, but hundreds of millions of athletes around the world are deprived of the protection it can provide.

32. In addition, pursuant to the License Agreement, Q30 and PSG agreed to share certain patent related expenses, including, but not limited to, those relating to patent prosecution and maintenance and work performed by consultants assisting in the effort to obtain regulatory approvals. As of the date hereof, the Debtors owe $208,295.76 (the "True Cure Amount") to Q30 for such expenses, as set forth more fully on the invoices attached hereto as Exhibit F.[1]

E. ***Negotiations with Debtors***

33. Q30 has had recent negotiations with PSG regarding the potential assumption and assignment of the License Agreement. During those negotiations, Q30 has stressed the importance of ensuring that the Stalking Horse (or other purchaser) does not succumb to the same failures as PSG. In order to assure the assurances required, Q30 sought to modify certain milestones such that the purchaser would be motivated to create value, rather than disregard its obligations. Importantly, these requested changes do not make the license more expensive for the Stalking Horse (or any other purchaser) and rely on PSG's own sales and marketing projections. The monetary components of the License Agreement would remain the same.

[1] The underlying documentation in support of the Invoices (and related debt) is voluminous. Although not included herewith, such documentation has been provided to the Debtors.

34. Notwithstanding the ongoing failures of PSG and the concern and frustration of Q30, Q30 has made good faith efforts to not only help PSG with its commercialization efforts, but has also been entirely reasonable with respect to its requested modifications to the License Agreement. Unfortunately, Q30 has been advised by PSG that its proposals were "non-starters" and PSG has refused to discuss them in detail.

By: _____
Bruce Angus
Co-CEO and Co-Founding Member of Q30

STATE OF CONNECTICUT]
] to wit:
COUNTY OF FAIRFIELD]

Before me, _____, on this day personally appeared Bruce Angus, known to me (or proved to me on the oath of Bruce Angus or through description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of January, 2017.

_____
Notary Public
My Commission Expires: _____

RICHARD W MARTIN II
Notary Public, State of Connecticut
My Commission Expires Jan. 31, 2020

Exhibit A

Execution Copy

EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement ("***Agreement***"), dated as of October 15, 2015 ("***Effective Date***"), is made and entered into by and among Q30 Sports, LLC, a Delaware limited liability company, having a principal place of business at 11 Grumman Hill Road, Wilton, CT 06897 ("***Q30***"), Q30 Sports Science, LLC, a Delaware limited liability company having a principal place of business at 11 Grumman Hill Road, Wilton, CT 06897 ("***Q30 Parent***"), and PSG Innovation Corp., a Canadian corporation, having a principal place of business at 199 Bay Street, Suite 5300, Commerce Court West, Toronto, ON M5L 1B9 Canada ("***PSG***"). Q30, Q30 Parent and PSG may be referred to herein individually as a "***Party***" and collectively as the "***Parties***".

Recitals

A. Q30 is the owner or licensee of, or has all necessary rights to grant licenses or sublicenses to, the Q30 Technology, including, but not limited to, the Licensed Patents set forth in the attached Exhibit A, subject to the terms set forth in this Agreement.

B. PSG desires to acquire from Q30, and Q30 desires to grant to PSG, an exclusive license under the Q30 Technology on and subject to the terms set forth in this Agreement.

C. Simultaneously herewith, PSG and Q30 Parent are entering into (a) a certain agreement pursuant to which PSG shall make an equity investment in Q30 Parent in the amount of one million dollars ($1,000,000) (the "***Equity Agreement***") and (b) a certain trademark license agreement pursuant to which Q30 Parent will license to PSG certain trademarks to be used by PSG in connection with PSG's performance under this Agreement (the "***Trademark License Agreement***").

Agreement

The Parties therefore agree as follows:

1. DEFINITIONS

1.1 "***Affiliate***" means, with respect to a given Party, any entity that controls, is controlled by or is under common control with such Party. For the purposes of this Agreement, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any entity, means the possession, directly or indirectly, of the power to direct or exercise a controlling influence over the management or policies of such entity, whether through the ownership of at least fifty percent (50%) of the voting securities (or ownership of the maximum percentage permitted under local laws or regulations in those countries where ownership of fifty percent (50%) or more by a foreign entity is not permitted), by contract or otherwise. An entity will be deemed to be an "Affiliate" only so long as such relationship with the applicable Party exists.

1.2 "***Ancillary Product***" means any clothing, apparel or other equipment which is incorporated or integrated with a Product, or which is configured to be attached to or to receive a

Product, in each case to create a 'system' in conjunction with the Ancillary Product including, but not limited to, compression shirts, jerseys, sleeves and neck laceration guards.

1.3 "***Applicable Laws***" means all applicable laws, rules, regulations, orders and other requirements of any governmental authority, including any Regulatory Authority, having jurisdiction.

1.4 "***Business Opportunity***" has the meaning set forth in Section 13.12.

1.5 "***Confidential Information***" means any and all information, including without limitation business plans, product plans and trade secrets, that Disclosing Party has furnished or is furnishing to Receiving Party, whether furnished before or after the date of this Agreement, whether tangible or intangible and in whatever form or medium provided, including all information generated by Receiving Party that contains, reflects or is derived from the furnished information, in each case that is either (a) marked as "confidential" or "proprietary" or with a similar designation or (b) of a nature that a reasonable person would consider such information to be confidential given the circumstances of its disclosure. Without limiting the foregoing, Confidential Information of Q30 and Q30 Parent shall specifically include all Q30 Know-How and Q30 Improvements, irrespective of subparts (a) and (b) above. Confidential Information does not include information that: (i) becomes part of the public domain (other than through a breach of this Agreement); (ii) Receiving Party can show by written or documented material was known by Receiving Party prior to receipt from Disclosing Party; (iii) comes into Receiving Party's possession through lawful means from a Third Party with no obligation to maintain its confidentiality; and (iv) Receiving Party can show by written or documented material was independently developed by it without use of or reference to the Confidential Information.

1.6 "***Competitive Products***" has the meaning set forth in Section 2.3.1.

1.7 "***Disclosing Party***" has the meaning set forth in Section 10.1.

1.8 "***FDA***" means the U.S. Food and Drug Administration.

1.9 "***Field of Use***" means the use of Q30 Technology in order to reduce the risk for or severity of traumatic brain injury experienced by adults or children while engaged in sports, athletics, exercise activities or active play, but excluding, without limitation, (a) any use in the military ("***Military Field***"); (b) occupational uses (other than sports, athletics, exercise activities or active play); and (c) use for any medical or therapeutic purpose.

1.10 "***First Sale Date***" means the date of the first commercial sale or distribution of a Product by PSG or any of its sublicensees in the United States.

1.11 "***Fiscal Quarter***" means each of the three (3) month periods ending on the last day of February, May, August and November of each year.

1.12 "***Fiscal Year***" means the twelve (12) month period ending on the last day of May of each year.

1.13 "***Infringement***" has the meaning set forth in Section 7.3.1.

1.14 "***License***" means the license granted by Q30 to PSG under Section 2.

1.15 "***Licensed Patents***" means any of the following patent rights owned by, controlled by, or licensed to Q30: (a) the patents and patent applications listed in the attached Exhibit A; (b) all renewals, reissues, reexaminations, divisionals, continuations and continuations-in-part, substitutions and extensions of any of the patents or patent applications listed in the attached Exhibit A; (c) all foreign patents or patent applications corresponding to any of the patents or patent applications described in (a), (b) or (d) of this Section 1.15; and (d) all patents that issue on any of the patent applications described in (a), (b) or (c) of this Section 1.15.

1.16 "***Market***" means each of the following countries, and each country shall be deemed a separate Market for purposes of this Agreement:

United States	Canada	United Kingdom
European Union (other than United Kingdom)	Russia	Eastern European Countries
Australia	New Zealand	Brazil and Argentina
Remainder of South America	Mexico	Caribbean and Central America (other than Mexico)
Japan	China	Korea
South East Asia	South Africa	Remainder of Africa
Israel	Egypt	Jordan
Saudi Arabia	Turkey	India
Any country not listed above shall be an independent Market		

1.17 "***Military Field***" has the meaning set forth in Section 1.9.

1.18 "***Product***" means (a) the Q-Collar; and (b) any other collar, partial collar or non-collar product or device that incorporates the Q30 Technology, that is to be externally worn (whether or not incorporated into clothing, apparel or equipment) and that is produced, used, sold or otherwise commercialized by Q30 or its Affiliates and sublicensees, or by PSG or its sublicensees.

1.19 "***PSG Improvements***" has the meaning set forth in Section 4.2.2.

1.20 "***Q-Collar***" means any collar or partial collar product or device that incorporates the Q30 Technology, including any enhancements, modifications and improvements thereto, including the device described in Exhibit B.

1.21 "***Q30 Improvements***" has the meaning set forth in Section 4.2.1.

1.22 "***Q30 Know-How***" means all know-how, technical data and other information of any kind regarding the research, design, manufacture, operation, use or sale of any device or product (including Products and/or Ancillary Products) in the Field of Use that incorporates or is based on the technology described in the Licensed Patents or any other patents or technology now or hereafter licensed to or owned or controlled by Q30 or its Affiliates relating to the Field

of Use, or based on any Products then-currently being made or sold by Q30 or its Affiliates as of the Effective Date, which, if not for the rights granted herein, would be infringed by PSG in exercising the activities described in the License; and any enhancements, modifications or improvements made by Q30 to any of the foregoing; provided, however, that all of the foregoing shall apply only to the extent applicable to the Field of Use.

1.23 "***Q30 Technology***" means, collectively, the Licensed Patents and the Q30 Know-How.

1.24 "***Post-Market Compliance***" has the meaning set forth in Section 5.1.1.

1.25 "***Receiving Party***" has the meaning set forth in Section 10.1.

1.26 "***Regulatory Approval***" means, with respect to a given Market, any and all approvals, clearances, orders, licenses, registrations or authorizations of any Regulatory Authority necessary to commercially sell or market a Product or Ancillary Product in the Field of Use in a commercially reasonable manner as a direct-to-consumer, over-the-counter device without any pre-purchase requirements, such as, but not limited to, approval, fitting or prescription from a medical professional, which approval may include, where applicable: (a) pre- and post-approval marketing authorizations (including any prerequisite manufacturing approval or authorization related thereto); (b) labeling approval; and (c) technical, medical and scientific licenses, in each case necessary for research, commercial distribution, manufacturing, sale or marketing of such Product or Ancillary Product in such Market. Regulatory Approval does not include (i) local or state/provincial business or individual licenses or permits relating to regulatory requirements other than authorization to sell or market a medical product in a particular jurisdiction, (ii) business licenses or permits required for the physical manufacturing plant where the Product or Ancillary Product is manufactured, or (iii) local or state/provincial permits or licenses required of PSG's sales representatives.

1.27 "***Regulatory Approval Application***" has the meaning set forth in Section 5.1.1.

1.28 "***Regulatory Authority***" means the applicable federal, national, regional, state, or provincial regulatory agency, department, bureau, commission, council or other government entity with jurisdiction to grant or issue a Regulatory Approval of (or issue final agency action required to market) a medical product in a given Market (including, but not limited to, the FDA, Health Canada, and/or any European country specific competent authority and notified body). For the avoidance of doubt, sports associations, athletic equipment standard-setting bodies, and league-governing bodies shall not be considered Regulatory Authorities for purposes of this Agreement, and any approvals required therefrom shall be solely PSG's responsibility.

1.29 "***Regulatory Milestone***" has the meaning set forth in Section 3.2.1.

1.30 "***Royalty Report***" has the meaning set forth in Section 3.3.2.

1.31 "***TBI***" means TBI Innovations, LLC.

1.32 "***TBI Agreement***" means the Exclusive License Agreement dated as of August 10, 2012, by and between TBI Innovations, LLC and Q30 Parent (f/k/a Q30 Labs, LLC), as may be amended.

1.33 "***Termination Fee***" has the meaning set forth in Section 6.6.1.

1.34 "***Third Party***" means any party that is not a Party or an Affiliate of a Party.

2. LICENSE GRANT

2.1 License Grant. Q30 hereby grants to PSG an exclusive, perpetual (subject to termination pursuant to Section 6), worldwide license under Q30's right in and to the Q30 Technology to use, make, have made, sell, offer for sale, import, export, market, advertise, promote and otherwise to commercialize Products and Ancillary Products solely in the Field of Use.

2.2 Sublicenses.

2.2.1 PSG may grant to any Affiliate of PSG a sublicense of any of the rights granted to PSG under the License. If an Affiliate of PSG that is granted a sublicense by PSG pursuant to this Section 2.2 ceases to constitute an Affiliate of PSG at any time subsequent to such sublicense grant, such sublicense grant shall automatically terminate immediately upon the sublicensee no longer being an Affiliate of PSG unless Q30 provides prior written approval of such sublicense grant to continue, which approval will not be unreasonably withheld, delayed or conditioned.

2.2.2 PSG may grant to any Third Party a sublicense of any of the rights granted to PSG under the License only with the prior written approval of Q30, which approval will not be unreasonably withheld, delayed or conditioned.

2.3 Exclusivity.

2.3.1 During the Term, and except as otherwise permitted under Sections 4.2.2(b), 4.2.3(b) and 4.2.6 or as otherwise authorized by PSG in writing, Q30 and Q30 Parent will not (a) directly or indirectly (including through Affiliates or sublicensees) license, assist or otherwise permit any Third Party to use, make, have made, sell, offer for sale, import, export, market, advertise, promote or otherwise commercialize any products or devices incorporating any Q30 Technology that are intended for sale and use in the Field of Use ("***Competitive Products***"), including any marketing or promotion of any products or devices for off-label use in the Field of Use; (b) grant any covenants not to sue under any Q30 Technology with respect to Competitive Products in the Field of Use; or (c) itself take any actions prohibited by clause (a) above.

2.3.2 Further, neither Q30 nor any of its Affiliates will, nor will they encourage or knowingly permit any of their respective employees, independent contractors, agents or other representatives to, assist, directly or indirectly, any Third Party to use, sell, import, export, offer for sale, market, advertise, promote or otherwise

commercialize products or devices competitive with any Products or Ancillary Products in the Field of Use.

2.3.3 For avoidance of doubt, nothing contained in this Agreement shall in any way restrict Q30, Q30 Parent, their Affiliates and any of their respective licensees, sublicensees, agents and representatives from: (a) developing, commercializing and otherwise exploiting any of their rights with respect to products and devices incorporating Q30 Technology in the Military Field; (b) subject to Section 2.3.4, developing, commercializing and otherwise exploiting any of their rights with respect to products and devices incorporating Q30 Technology outside the Field of Use; or (c) using, modifying, researching and further developing Q30 Technology in connection with the potential use of such technology in any field, including the Field of Use.

2.3.4 If Q30, Q30 Parent or any of their Affiliates discovers or develops an application of the Q30 Technology (or any successor or derivative thereof) with potential commercial application in any field other than the Military Field or Field of Use and consistent with its rights under the TBI Agreement, Q30 will promptly notify PSG in writing thereof. If PSG indicates interest in a license to pursue such new commercialization opportunity, it will provide Q30 with written notice thereof within ten (10) business days of PSG's receipt of Q30's written notice and the Parties will negotiate in good faith to enter into a definitive agreement with respect to such commercialization opportunity. If the Parties are unable to enter into a definitive agreement within sixty (60) days (or such longer period as is agreed to by the Parties in writing) after Q30's receipt of PSG's written indication of interest, or if PSG does not provide a notice of interest within the applicable ten (10) business day period, Q30 will be free to pursue such commercialization opportunity with a Third Party or by itself or an Affiliate of Q30. In no event shall either Party be obligated to enter into any such transaction with the other Party.

2.4 Patent Marking.

2.4.1 PSG agrees to mark (and shall be responsible for the marking by any of its sublicensees) the following with a patent number (United States or foreign patent number) as required by Applicable Laws of the respective country:

(a) all Products and Ancillary Products which are made, used, sold, leased, or otherwise disposed of;

(b) all packaging of all Products and Ancillary Products; and

(c) all brochures, manuals, and documents describing the Products and Ancillary Products which are to be used, sold, or distributed.

2.4.2 Unless otherwise directed by Q30, PSG shall state in a manner acceptable to Q30 and approved by Q30, in a prominent position on all materials and things specified in Section 2.4.1(a) above, that the technology is utilized and the Products and Ancillary Products are manufactured and sold by PSG under license from Q30 and TBI.

2.5 Reservation of Rights. Each Party reserves all rights not expressly granted in this Agreement, and except for the rights explicitly granted in this Agreement, no additional rights are granted, including by implication, estoppel, statute or otherwise.

2.6 Tax Treatment and Withholding.

2.6.1 Tax Treatment. Subject to Section 2.6.2, the Parties acknowledge and agree that the transactions contemplated by this Agreement shall be treated by Q30 as a sale or exchange (as opposed to a license) for United States federal and state income tax purposes. The Parties further agree to not make any United States federal or state income tax filings or issue any reports or statements to the contrary.

2.6.2 Withholding. The Parties hereto shall be entitled to withhold from any payments to be made hereunder any taxes or other amounts required to be withheld from such payments under Applicable Laws, and any amount so withheld shall be remitted on a timely basis to the appropriate taxation authority. Before one Party withholds on a payment to the other Party, the Parties shall discuss in good faith the applicability of a withholding obligation and cooperate to reduce or eliminate any such obligation to the extent legally possible. To the extent that amounts so withheld are remitted to the appropriate taxation authority, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the applicable recipient of the payment in respect of which such withholding was made.

2.7 TBI Agreement. The Parties acknowledge that certain rights granted to PSG under this Agreement are granted to Q30 Parent under the TBI Agreement and assigned by Q30 Parent to Q30 under a separate Assignment Agreement (the "***Assignment Agreement***"). Q30 represents that this Agreement complies with the TBI Agreement and the Assignment Agreement.

3. FEES AND ROYALTIES

In consideration of the License, PSG will make the following payments to Q30:

3.1 Initial Payment. Upon the Effective Date, PSG will pay to Q30 a total of three million dollars ($3,000,000) reflecting the initial value of the Canadian Market. PSG shall pay to Q30 an additional amount of four million dollars ($4,000,000) on January 4, 2016 reflecting the initial value of the Market other than the United States and Canada.

3.2 Milestone Payments.

3.2.1 *Regulatory Milestone*. Within thirty (30) days after the FDA grants the first Regulatory Approval for a version of the Q-Collar in the United States in the Field of Use ("***Regulatory Milestone***"), PSG will pay to Q30 a milestone payment of six million dollars ($6,000,000) reflecting the initial value of the United States Market.

3.2.2 *Sales Milestones*. Within thirty (30) days after achievement of the sales milestones set forth below, PSG will pay to Q30 the following milestone payments:

Sales Milestone Event	Payment
Upon first achievement of the distribution and/or sale by PSG and its sublicensees of a total of 100,000 units of any combination of Products in Canada	$2,000,000
Upon first achievement of the distribution and/or sale by PSG and its sublicensees of a total of 500,000 units of any combination of Products in the United States	$6,000,000
Upon first achievement of the distribution and/or sale by PSG and its sublicensees of a total of 250,000 units of any combination of Products in aggregate in territories outside of the United States and Canada	$4,000,000

For the purposes of this Section 3.2.2 only, the term "***distribution***" shall include the distribution of Products for commercial sale and the distribution of Products for marketing, demonstration, testing, fitting or evaluation purposes, but excluding Products used for obtaining Regulatory Approval.

3.3 Royalty Fees.

3.3.1 During the Term, in addition to any amounts due to Q30 under Sections 3.1 and 3.2, PSG will pay to Q30 royalties on a Market-by-Market basis, based on Products and Ancillary Products distributed and/or sold in such Market by PSG and its sublicensees as set forth on Exhibit C.

3.3.2 PSG will pay to Q30 the royalty fees set forth in Section 3.3.1 within thirty (30) days after the end of each Fiscal Quarter of the Term with respect to Products and Ancillary Products distributed and/or sold during the applicable Fiscal Quarter. Simultaneously with PSG's payment of any royalty fees to Q30 as provided herein, PSG shall provide Q30 with a written quarterly report reconciled to its quarterly payments of such royalty fees in substantially the form set forth in Exhibit D (the "***Royalty Report***"). The Royalty Report shall set forth in reasonable detail at least the following information: (i) the number of Products and Ancillary Products distributed and/or sold by PSG and its sublicensees in each Market during the applicable Fiscal Quarter; (ii) the gross sales of each Product and Ancillary Product in each Market during the applicable Fiscal Quarter; (iii) the number of Products and Ancillary Products excluded from the royalty calculation pursuant to Section 3.3.3 below during the applicable Fiscal Quarter; (iv) individual deductions, credits or other adjustments leading to a calculation of the total amount of Net Sales (as defined in Exhibit C) of the Products and Ancillary Products in each Market during the applicable Fiscal Quarter; (v) the amount and calculation of any royalty fees due to Q30 based on the Net Sales (as defined in Exhibit C) of the Products and Ancillary Products in each Market during the applicable Fiscal Quarter, together with any exchange rates used for conversion, as applicable, and calculated consistent with generally accepted accounting principles, this Section 3.3, Section 3.7 and Exhibit C attached hereto; and (vi) any other related information as may be reasonably requested by Q30 from time to time.

3.3.3 No royalty fees will be payable on units of (a) Products distributed for marketing, demonstration, testing, fitting or evaluation purposes; (b) Products returned

and for which PSG has issued a credit or refund; (c) Products used for research and development purposes or for obtaining Regulatory Approval; or (d) Products issued as a replacement for Products returned due to defect, damage or recall. If PSG has paid a royalty fee for a Product that is returned for a refund or credit, PSG may deduct the royalty fees previously paid with respect to such Product from future royalty payments hereunder.

3.3.4 The number of units of Products excluded from the royalty calculation pursuant to Section 3.3.3(a) above shall not exceed the following:

(a) From the Effective Date through the first anniversary of the First Sale Date, thirty thousand (30,000) units;

(b) In the twelve (12) months following the first anniversary of the First Sale Date, twenty thousand (20,000) units; and

(c) In each Fiscal Year thereafter, ten thousand (10,000) units, which amount will be pro-rated for the period from the second anniversary of the First Sale Date until the end of the then-current Fiscal Year.

3.4 Minimum Royalties.

3.4.1 Following achievement of the Regulatory Milestone, PSG will be subject to a minimum annual royalty commitment for the first three (3) years beginning with the date of the First Sale Date as follows:

(a) Two million five hundred thousand dollars ($2,500,000) during the twelve (12) month period starting on the First Sale Date;

(b) Seven million five hundred thousand dollars ($7,500,000) in the aggregate during the twenty-four (24) month period starting on the First Sale Date; and

(c) Seventeen million five hundred thousand dollars ($17,500,000) in the aggregate during the thirty-six (36) month period starting on the First Sale Date.

3.4.2 If, at the end of any period set forth in Sections 3.4.1(a), 3.4.1(b) or 3.4.1(c), PSG has not sold a sufficient number of units of Products or Ancillary Products during such period to accrue royalty fees in excess of the minimum royalty commitment for such period, PSG will pay Q30 the difference between the applicable minimum royalty commitment and the actual royalty fees accrued during such period (net of any minimum royalty payments previously made and not yet applied against royalties) within thirty (30) days following the end of the applicable measurement period. Any minimum royalty payments made hereunder will constitute credits against future royalty payments and no additional royalty payments will be due until such credits have been fully applied against royalties accrued.

3.5 Payments by PSG. Except as otherwise set forth in this Agreement, any payments or reimbursements required to be paid by PSG to Q30 (including, but not limited to, royalties, milestone payments, PSG's share of Regulatory Approval costs and compliance costs pursuant to Section 5, and PSG's share of patent prosecution, maintenance and enforcement costs pursuant to Section 7) will be due and payable within thirty (30) days following the event giving rise to such payment obligation (*e.g.*, end of Fiscal Quarter, receipt of invoice, achievement of milestone). In the event that any such payment is not made when due, Q30 may, without limiting any of its other rights or remedies, deduct any such amount from any amounts otherwise payable by Q30 to PSG under this Agreement; provided, however, that Q30 shall notify PSG in writing not less than thirty (30) days prior to making any such deduction, which notice shall provide reasonably detailed information sufficient to substantiate the deduction; and further provided that, in the event of any dispute by PSG, the Parties shall work together in good faith to promptly resolve such dispute and Q30 shall not make any such deduction pending resolution of the dispute by the Parties.

3.6 Payments by Q30. Any payments or reimbursements required to be paid by Q30 or Q30 Parent to PSG (including, but not limited to, fees, costs or expenses reimbursable to PSG pursuant to this Agreement, Q30's share of Regulatory Approval costs and compliance costs pursuant to Section 5, and research and development costs pursuant to Section 4) will be due and payable within thirty (30) days following the event giving rise to such payment obligation. In the event that any such payment is not made when due, PSG may, without limiting any of its other rights or remedies, deduct any such amount from any royalty fees or amounts otherwise payable by PSG to Q30 under this Agreement; provided, however, that PSG shall notify Q30 in writing not less than thirty (30) days prior to making any such deduction, which notice shall provide reasonably detailed information sufficient to substantiate the deduction; and further provided that, in the event of any dispute by Q30, the Parties shall work together in good faith to promptly resolve such dispute and PSG shall not make any such deduction pending resolution of the dispute by the Parties.

3.7 Method of Payment. All monies payable hereunder shall be paid in United States Dollars via wire transfer to an account or accounts designated in writing from time to time by the receiving Party. All royalties owing with respect to sales made in currencies other than U.S. Dollars will be converted at the rate reported in the *Wall Street Journal* (or other equivalent source) for the last business day of the applicable quarter (as it relates to all sales of Products and Ancillary Products or other obligations of PSG that accrued during the such quarter); provided that, if and insofar as any payment due and payable in United States Dollars is not at that time permitted by law or by reason of the decision of any competent authority in the country involved, then, in such other event, PSG shall discharge its obligation for payment in such other currency and at such place as may be permitted and agreed to by PSG and Q30.

3.8 Interest. Any amounts payable by PSG to Q30 or Q30 Parent under this Agreement and not paid when due shall accrue interest from the original due date until paid at a rate equal to the lesser of (a) twelve percent (12%) per annum and (b) the maximum rate permitted by Applicable Law.

3.9 Records. PSG will keep and maintain, and will require each of its sublicensees to keep and maintain, books and records regarding its performance of this Agreement, including,

without limitation, the number of units of Products and Ancillary Products distributed and/or sold in each Market during each Fiscal Quarter during the Term and any and all other information that is required to be included in a Royalty Report pursuant to Section 3.3.2. Such books and records will be kept and maintained in a manner so as to permit the verification of any information set forth in a Royalty Report and the accurate calculation and verification of royalty fees payable under this Section 3 in accordance with generally accepted accounting principles, consistently applied. Upon Q30's reasonable prior request, but no more often than once in any twelve (12) month period (unless Q30 has reasonable cause to believe that PSG is in breach of this Agreement or TBI exercises its audit rights under the TBI Agreement), PSG will provide access to such books and records for audit by a certified public accountant bound by professional secrecy (but with the right to disclose its findings to the Parties and TBI, any trier of fact and the Parties' and TBI's respective financing sources), to verify the royalty fees payable to Q30 under this Section 3. Any such audit will be conducted at such times and in such a manner so as to not unreasonably interfere with the normal business operations of PSG. Each Party will bear its own expenses in connection with any audit under this Section 3 unless such audit shows that PSG underpaid Q30 by five percent (5%) or more of the amounts actually due to Q30 for such audited period, in which case PSG shall pay all costs of such audit.

4. DEVELOPMENT AND COMMERCIALIZATION

For purposes of this Section 4: (a) references to the obligations of Q30 are deemed to be joint obligations of Q30 and Q30 Parent, including an obligation to fulfill such obligations through Affiliates of Q30 or Q30 Parent, as applicable; and (b) references to the obligations of PSG are deemed to include an obligation to fulfill such obligations through Affiliates and sublicensees of PSG, as applicable; provided, however, that with regard to Section 4.2.4, PSG's obligations to notify Q30 of any PSG Independent Development (as defined therein) shall apply only with respect to those PSG Independent Developments that are developed, discovered, authored, conceived, reduced to practice or made by or on behalf of PSG or any Affiliate or sublicensee of PSG to whom PSG has sublicensed or otherwise permitted any access to the Q30 Technology.

4.1 Commercialization

4.1.1 *Manufacturing Materials and Know-How*. Within fourteen (14) days after the Effective Date, Q30 will deliver to PSG, free and clear of all Liens, copies of all drawings, specifications, inventor notes, instructions, bills of material, lists of suppliers, manufacturing know-how and any other materials (but specifically excluding manufacturing molds and raw materials) relating to the manufacture of the Products available to Q30 as of the Effective Date, but only as applicable within the Field of Use. At PSG's sole discretion, PSG may purchase from Q30 any manufacturing molds and raw materials which are required for the manufacturing of Products and are owned by Q30, for a purchase price of six hundred fifty-nine thousand six hundred fourteen dollars ($659,614). Q30 will facilitate introductions of PSG to Q30 and Q30 Parent's suppliers and contract manufacturers with respect to contracting for the manufacture of Products. At PSG's sole discretion, PSG may direct Q30 to assign any supplier or manufacturing contracts for the Product that are in effect as of the Effective Date, to the extent such agreements are assignable without penalty or liability to Q30. For the purposes hereof,

"***Liens***" means any mortgage, deed of trust, pledge, easement, right-of-way, covenant, condition or restriction on transfer, right of first refusal, lease, sublease, hypothecation, assignment, encumbrance, claim, license, charge, option, lien (statutory or other) or preference or other security interest or other similar restriction.

4.1.2 *Disclosure of Q30 Technology and Q30 Know-How.* Within fourteen (14) days after the Effective Date, Q30 will disclose and make available to PSG copies of all relevant Q30 Technology in appropriate forms (*e.g.*, paper, electronic, data base) to the extent necessary for PSG to exercise its rights under this Agreement for commercialization of the Products and Ancillary Products in the Field of Use. Thereafter, Q30 will disclose and make available to PSG during the Term all Q30 Know-How in appropriate forms (*e.g.*, paper, electronic, data base) on a regular basis; provided, that all material new Q30 Know-How will be provided without undue delay. PSG will have the right to use and disclose the Q30 Know-How received hereunder to its sublicensees, consultants and contractors in accordance with the terms of this Agreement. For the avoidance of doubt, all of the foregoing shall apply only to the extent such Q30 Know-How is related to the Field of Use.

4.1.3 *Consultation.*

(a) During the first three (3) years after the Effective Date, upon PSG's request, Q30 will provide commercially reasonable consultation at PSG's direction with respect to PSG's exercise of its rights under this Agreement, including but not limited to the implementation, adjustment and refinement of manufacturing processes to facilitate the manufacture of Products by PSG, but in any event not to exceed in aggregate twenty (20) hours per Fiscal Quarter.

(b) Q30 will cause Tom Hoey and Bruce Angus to remain involved and to devote approximately fifty percent (50%) of their full-time business commitment towards such implementation, adjustment and refinement of manufacturing processes to facilitate the manufacture of Products, research and development, product development, sales & marketing strategies, business development, public relations and R&D testing in the Field of Use for a period of two (2) years following the Effective Date, which period may be renewed prior to expiration by mutual written agreement of the Parties for one (1) additional year. The Parties acknowledge and agree that Mr. Hoey and Mr. Angus will not be employees of PSG for any purpose.

4.2 Research and Development.

4.2.1 *Research and Development by Q30.* Q30 will reasonably, but no less than quarterly, consult with PSG regarding Q30's research and development program for the ongoing development of Q30 Technology, the Products and related technologies, including, but not limited to, any enhancements to the Q30 Technology, Products and Ancillary Products for use in the Field of Use. Other than the cost sharing arrangements under Sections 4.2.3 (if any) and 5, the Q30 research and development program shall be solely funded by Q30. Q30 will promptly provide written notice to PSG of any

derivative works, enhancements, modifications or improvements to the Q30 Technology, the Products, the Ancillary Products and related intellectual property developed, discovered, authored, conceived, reduced to practice or made by or on behalf of Q30 after the Effective Date of this Agreement (collectively, "***Q30 Improvements***") that are material and may be useful or necessary, or that may be adapted or applied, for use of the Q30 Technology in the Field of Use.

(a) Ownership and Enforcement of Q30 Improvements. Q30 will exclusively own any Q30 Improvements. Q30 may file for patents or other protections on Q30 Improvements on its own behalf and at its own expense in any jurisdiction it so desires. All right, title and interest in and to any patents or other intellectual property rights obtained by Q30 on Q30 Improvements shall be owned exclusively by Q30.

(b) Q30 Improvements In Field of Use. Unless otherwise agreed by the Parties in writing, Q30 Improvements and associated intellectual property rights, but only those that pertain to or that may be adapted or applied for use in the Field of Use, will be automatically included in the Q30 Technology (and any associated patents and patent applications will be included in the Licensed Patents) and become subject to the License.

(c) Q30 Improvements Outside the Field of Use. Any Q30 Improvements and associated intellectual property rights that do not pertain to and may not be adapted or applied for use in the Field of Use shall not be subject to the License and, unless otherwise set forth herein or agreed by the Parties in writing, PSG shall have no rights whatsoever with regard thereto.

4.2.2 *Research and Development by PSG*. PSG may perform research and development activities related to the Q30 Technology, the Products, the Ancillary Products and related technologies. Q30 shall have no obligation to fund such PSG research and development program. PSG will promptly provide written notice to Q30 of any derivative works, enhancements, modifications or improvements to the Q30 Technology, the Products and the Ancillary Products developed, discovered, authored, conceived, reduced to practice or made by or on behalf of PSG or its sublicensees and that rely upon or would otherwise infringe upon the Licensed Patents (collectively "***PSG Improvements***") that are material and may be useful or necessary, or that may be adapted or applied, for use of the Q30 Technology.

(a) Ownership and Enforcement of PSG Improvements. Q30 and PSG will jointly own any PSG Improvements, irrespective of the laws of inventorship and authorship. Only Q30 shall have the right to file for patents or other protections on PSG Improvements on behalf of the Parties and in any jurisdiction it so desires, which costs shall be shared equally by Q30 and PSG. All right, title and interest in and to any patents or other intellectual property rights obtained by Q30 after the Effective Date of this Agreement on PSG Improvements, other than patents issuing from any patent applications included within the Licensed Patents,

will be the joint property of PSG and Q30, and Q30's interest therein will become subject to the License.

(b) PSG Improvements In Field of Use. PSG Improvements and associated intellectual property rights, but only those that pertain to or that may be adapted or applied for use in the Field of Use, will automatically become subject to the License. Unless otherwise agreed by the Parties in writing, PSG may only use such PSG Improvements in the Field of Use. Notwithstanding the above, upon any termination or final expiration of the Term of this Agreement, Q30 may use such PSG Improvements in the Field of Use for any purpose, including the right to grant non-exclusive rights (but not to the exclusion of PSG) to Third Parties in the Field of Use; and further provided that, upon any earlier termination of PSG's exclusive rights within any particular Market, Q30 may use such PSG Improvements in the Field of Use for any purpose, including the right to grant non-exclusive rights (but not to the exclusion of PSG) to Third Parties in the Field of Use in such Market.

(c) PSG Improvements Outside of the Field of Use. Except as otherwise provided in Section 4.2.2(b), Q30 may only use such PSG Improvements outside of the Field of Use (including the right to grant rights to Third Parties outside of the Field of Use) and such use shall not be subject to the License but shall be subject to Q30 and PSG, acting reasonably and in good faith, entering into a mutually agreeable royalty arrangement.

4.2.3 *Research and Development Jointly by the Parties*. Q30 and PSG may jointly perform research and development activities related to the Q30 Technology, the Products, the Ancillary Products and related technologies both within and outside of the Field of Use. The Q30 and PSG joint research and development activities, if any, shall be jointly funded by Q30 and PSG as may be mutually agreed by the Parties in writing. Q30 and PSG agree to promptly inform the other Party of any derivative works, enhancements, modifications or improvements that apply to the Q30 Technology, the Products, the Ancillary Products and any new technologies and intellectual property developed, discovered, authored, conceived, reduced to practice or made by or on behalf of Q30 and PSG or its sublicensees in connection with any such joint research and development activities undertaken by the Parties (collectively "***Jointly Developed Improvements***").

(a) Ownership and Enforcement of Jointly Developed Improvements. Q30 and PSG will jointly own any Jointly Developed Improvements, irrespective of the laws of inventorship and authorship. Only Q30 shall have the right to file for patents or other protections on Jointly Developed Improvements on behalf of the Parties and in any jurisdiction it so desires, which costs shall be either (i) shared equally by Q30 and PSG for Jointly Developed Improvements that in any way pertain to or that may be adapted or applied for use in the Field of Use, or (ii) borne solely by Q30 for Jointly Developed Improvements that apply solely outside of the Field of Use. All right, title and interest in and to any patents or other intellectual property rights obtained by Q30 after the Effective Date of this

Agreement on Jointly Developed Improvements, other than patents issuing from the patent applications included within the Licensed Patents, will be the joint property of PSG and Q30.

(b) Jointly Developed Improvements In Field of Use. Jointly Developed Improvements and associated intellectual property rights, but only those that pertain to or that may be adapted or applied for use in the Field of Use, will automatically become subject to the License. Unless otherwise agreed by the Parties in writing, PSG may only use such Jointly Developed Improvements in the Field of Use. Notwithstanding the above, upon any termination or final expiration of the Term of this Agreement, Q30 may use such Jointly Developed Improvements in the Field of Use for any purpose, including the right to grant non-exclusive rights (but not to the exclusion of PSG) to Third Parties in the Field of Use; and further provided that, upon any earlier termination of PSG's exclusive rights within any particular Market, Q30 may use such Jointly Developed Improvements in of the Field of Use for any purpose, including the right to grant non-exclusive rights (but not to the exclusion of PSG) to Third Parties in the Field of Use in such Market.

(c) Jointly Developed Improvements Outside of the Field of Use. Except as otherwise provided in Section 4.2.3(b), Q30 may only use such Jointly Developed Improvements outside of the Field of Use (including the right to grant rights to Third Parties outside of the Field of Use) subject to Q30 and PSG, acting reasonably and in good faith, entering into a mutually agreeable royalty arrangement.

4.2.4 *PSG Independent Developments*. PSG will promptly provide written notice to Q30 of any new technologies and intellectual property developed, discovered, authored, conceived, reduced to practice or made by or on behalf of PSG which do not otherwise fall within the scope of Sections 4.2.2 through 4.2.3 above but which are material and may be useful or necessary in connection with, or that may be adapted or applied for use in connection with, the manufacturing and/or use of the Q30 Technology and the Products or used as a component thereof (collectively, "***PSG Independent Developments***"). Only PSG shall have the right to file for patents or other protections on PSG Independent Developments and in any jurisdiction it so desires, which costs shall be borne solely by PSG. PSG will solely own any such PSG Independent Developments and all right, title and interest in and to any patents or other intellectual property rights obtained by PSG after the Effective Date of this Agreement on such PSG Independent Developments. In the event Q30 or Q30 Parent desire a license or access to the PSG Independent Developments, PSG and Q30 or Q30 Parent may enter into a mutually agreeable license agreement to grant to Q30 and Q30 Parent a license, with rights to sublicense and assign, under PSG's right in and to any such PSG Independent Developments and all related patents and intellectual property rights to use, make, have made, sell, offer for sale, manufacture, import, export, market, advertise, promote and otherwise commercialize and dispose of Products, but only outside of the Field of Use.

4.2.5 *Regulatory Compliance*. Q30 and PSG agree that any research and development activities conducted in the Field of Use by either Q30 or PSG on the Q30 Technology which are subject to the jurisdiction of any Regulatory Authority shall be undertaken pursuant to the terms of Section 5 of this Agreement, as applicable. It is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government or foreign government. Each Party will comply with the laws, rules and regulations of the United States regarding export controls and restrictions, including, without limitation, the Export Administration Regulations and the International Traffic in Arms Regulations as currently codified or later amended, as well as the Department of the Treasury, Office of Foreign Assets Control.

4.2.6 *Post Regulatory Approvals Obligation to Commercialize*. In the event that Regulatory Approval for the Product in the Field of Use in a Market is obtained in accordance with Section 5.1.1, PSG shall make good faith, commercially reasonable efforts to commercialize Products in such Market within a one (1) year period following the receipt of such Regulatory Approval (or such longer period of time as may be agreed by the Parties in writing). Upon request, PSG shall provide Q30 with information regarding PSG's plans and timing to commercialize the Product in such Market. In the event PSG fails to make such good faith, commercially reasonable efforts in a Market within the applicable period of time (as set forth in the first sentence of this subsection) following the receipt of Regulatory Approval for such Market, PSG's rights under Sections 2.1 and 2.2, and Q30's and Q30 Parent's restrictions in Section 2.3, will automatically terminate with respect to such Market and Q30 may exercise such rights for itself and/or grant rights (including exclusive rights) to third parties within the Field of Use only in such Market.

5. REGULATORY MATTERS

For purposes of this Section 5, references to the obligations of Q30 are deemed to be joint obligations of Q30 and Q30 Parent, including an obligation to fulfill such obligations through Affiliates of Q30 or Q30 Parent as applicable.

5.1 Preparation and Maintenance of Regulatory Filings and Approvals; Commercialization of Product; Costs.

5.1.1 *Responsibility for Obtaining Regulatory Approval and for Maintaining Post-Market Compliance; Costs*. During the Term, PSG will use commercially reasonable efforts to obtain and maintain all Regulatory Approvals for the Q-Collar and any other Products or Ancillary Products to be produced, used, distributed, sold or otherwise commercialized under this Agreement for the Field of Use in each Market, as necessary, including, but not limited to engaging the appropriate Regulatory Authority, directing any required research studies and clinical development activities, and preparing, filing and/or amending any required pre-market regulatory approval applications with the appropriate Regulatory Authority (each, a "***Regulatory Approval Application***"). Q30 will promptly provide PSG with any documentation that PSG might need concerning the research and development, regulatory, or manufacturing activities to include in PSG's

Regulatory Approval Applications; specifically, Q30 shall provide PSG with all necessary information, including but not limited to all relevant correspondence and filings with any Regulatory Authority, research protocols, investigator brochures, pre-clinical and clinical research data, publications, manuscripts or other information, analysis or reports prepared, conducted, or commissioned by Q30 with regard to the Product to enable PSG to perform the obligations set forth in this Section 5.1.1. PSG shall be responsible for maintaining post-market regulatory compliance, including, without limitation, complying with manufacturing requirements, sales and marketing requirements, market withdrawals and product recalls, maintenance and transmission of consumer complaints and product adverse event reports to Regulatory Authorities, where required, for the Q-Collar and any other Products or Ancillary Products to be produced, used, distributed, sold or otherwise commercialized under this Agreement for the Field of Use in each Market ("***Post-Market Compliance***"). As detailed more fully in subsection 5.1.1(a) below, PSG shall be responsible for manufacturing, distributing, selling, marketing, and disposing of the Q-Collar and any other Products or Ancillary Products to be produced, used, distributed, sold or otherwise commercialized under this Agreement for the Field of Use, in compliance with the Applicable Laws of each Market, and for ensuring that any sublicensees likewise manufacture, distribute, sell, market, and dispose of the device in compliance with the Applicable Laws of each Market.

(a) PSG Regulatory Obligations Generally. PSG shall comply with all Applicable Laws in each Market relating to the preparing, filing applications for, obtaining and maintaining all Regulatory Approvals, manufacture, distribution, sale, marketing, and disposal of the Q-Collar and any other Products or Ancillary Products to be produced used, distributed, sold or otherwise commercialized under this Agreement in the Field of Use, including, but not limited to, the regulations of the FDA, the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), and California's Proposition 65. PSG shall also ensure that its sublicensees comply with all Applicable Laws in each Market relating to the preparing, filing applications for, obtaining and maintaining all Regulatory Approvals, manufacture, distribution, sale, marketing, and disposal of the Q-Collar and any other Products or Ancillary Products to be produced used, distributed, sold or otherwise commercialized under this Agreement in the Field of Use. Examples of such laws include, but are not limited to, FDA regulations governing research and development, facility registration, device listing, good manufacturing practices/quality system regulations, recordkeeping, electronic record system requirements, maintenance of adverse event files, document control, change control, design review, design transfer, design changes, maintenance of design history files, purchasing controls, production and process controls, process validation, receiving acceptance activities, nonconforming products, corrective and preventive action, complaint files, labeling control, returned products, off-label marketing restrictions, the requirement to use and submit to FDA unique device identifiers, and device tracking requirements, to the extent that FDA determines that device tracking is required for the Product or Ancillary Products, and EPA regulations governing the importation of chemicals, disposal of waste created during manufacture of the Q-Collar and any other Products or Ancillary Products to be produced, used,

distributed, sold or otherwise commercialized under this Agreement for the Field of Use. PSG shall be required to fully document such compliance and to promptly share such documentation with Q30. PSG shall also be responsible for ensuring that no changes are made with regard to Product and Ancillary Product design, manufacturing, distribution, sales, or marketing that trigger the requirement to obtain additional Regulatory Approval without first ensuring that PSG has obtained the requisite Regulatory Approval. Q30 will promptly and fully assist PSG in any investigation that PSG conducts with regard to Post-Market Compliance, including, but not limited to, investigations into potential nonconforming product, potential design concerns, potential safety concerns, or potential manufacturing issues.

(b) Regulatory Communications, Inquiries, Notices, and Inspections. PSG will notify Q30 (and provide copies) of any regulatory communication (e.g., deficiency letter, untitled letter, warning letter), contact (e.g., telephone call), inquiry (e.g., request for documents during an inspection), notice, citation, or inspection observations (e.g., form FDA 483) that it receives concerning the Product or any Ancillary Product and shall do so within five (5) business days of receipt or sooner. When the validity or permissibility of a request about the Products or Ancillary Products by a Regulatory Authority is in question, PSG will contact Q30 for input, and such input will be given forthwith. PSG will grant Q30 access to and provide copies of any records and documentations relating to regulatory filings, communications, contact, inquiries, notices, citations, or inspections, and PSG will permit Q30 the opportunity to review and comment on any proposed responses to the Regulatory Authority concerning such filings, communications, contact, inquiries, notices, citations, or inspections. PSG may incorporate Q30's comments into such responses. In the event that Q30 disagrees with the position taken by the Regulatory Authority in connection with any filing, communication, contact, inquiry, notice, citation, or inspection observation, PSG agrees to work with Q30 to challenge the position of the Regulatory Authority, in writing, prior to PSG's submission of its substantive response, and such challenge shall be pursued at Q30's sole expense. Notwithstanding the foregoing, any Q30 challenge will not serve to delay or otherwise disadvantage PSG's submission of its substantive response to the Regulatory Authority.

(c) Audits. Q30 shall have the right, but not the obligation, with notice, at its sole cost and expense and not more often than once each Fiscal Year, to audit (i.e., visit and inspect) PSG's or its sublicensees' manufacturing, warehouse, and distribution facilities during normal business hours so as to assure compliance with the Applicable Laws of each Market and with this Agreement; provided, however, that notwithstanding the foregoing Q30 shall have the right to conduct additional audits during any Fiscal Year in the event Q30 reasonably believes that PSG or its sublicensees are in violation of Applicable Law or to confirm remediation of material deficiencies discovered in the most recent prior audit. Q30 may use appointed agents to conduct such audits. In the event any such audit reveals a violation of Applicable Law and/or a material deficiency in PSG's or its sublicensees' practices, procedures or processes, then: (i) PSG shall

take, or shall cause its sublicensees, as applicable, to take commercially reasonable corrective actions consistent with standards issued by the applicable Regulatory Authority or, in the absence of such authority, then-current industry standards, to rectify the identified issue; and (ii) PSG shall pay all costs of such audit. In addition, PSG and each sublicensee shall maintain a written program of self-inspection by technical personnel for all good manufacturing practice/quality system regulation and complaint intake areas, as follows: (1) self-inspections/audits shall be conducted at least annually in keeping with a schedule; (2) the persons performing the inspection/audit must be knowledgeable in their respective fields and familiar with current good manufacturing practices and complaint intake requirements; (3) a report must be made of the observations; (4) PSG must evaluate the observations and corrective action; (5) if applicable, an agreed upon corrective action must be initiated and tracked; and (6) a record of the observations and corrective actions shall be maintained.

(d) Complaints. PSG must maintain complaint files and submit any required reports to the Regulatory Authority in accordance with the requirements of the Regulatory Authority for each Market. Upon receipt of any complaint that alleges an adverse event, adulteration, contamination, tampering, misbranding, mislabeling or lack of stability, that may reasonably be interpreted as having significant safety or regulatory consequences, or that may reasonably be interpreted as indicating a device malfunction related to a Product or Ancillary Product ("***Urgent Complaints***"), PSG shall relay such complaint to Q30 within one (1) business day. Likewise Q30 shall relay any Urgent Complaints it receives to PSG within one (1) business day. Q30 shall relay complaints that are not urgent to PSG within five (5) business days. Likewise, PSG shall relay complaints that are not urgent to Q30 within five (5) business days. In response to any Product or Ancillary Product complaint it receives, PSG must conduct an investigation. For Urgent Complaints, the investigation plan, outline or list of action steps must be submitted to Q30. The investigations may be wholly or partially executed by PSG but must minimally include provisions for: (i) Manufacturing record review; (ii) In-Process and Finished Product test results review; (iii) Shipping and distribution controls review; (iv) Packaging record review; (v) Review of complaint and associated files for detection of trends; (vi) Review of impact on other Product or Ancillary Products or additional lots of the same Product or Ancillary Products; and (vii) Testing of returned or reserve Product or Ancillary Products as necessary. Investigations on Urgent Complaints must be initiated immediately with a target completion date of seven (7) calendar days. All other complaint investigations are to be initiated within a reasonable timeframe with a target completion date of thirty (30) calendar days. An investigation report must be issued inclusive of results of all testing performed; data reviews; trend discoveries; with a conclusion and corrective action/preventative action plan recommendations, as required, at the close of an investigation. A copy of the final report must be kept on file by PSG as part of the complaint record. Final investigation reports must be forwarded to Q30 within three (3) business days of completion.

(e) PSG Duty to Report Deviations and Out-of-Specification Results to Q30. PSG shall investigate thoroughly any unplanned deviation from approved procedures or confirmed out-of-specification (OOS) test results. Such investigation must adhere to an approved written procedure and be documented. PSG must inform Q30 of any planned or unplanned deviation or confirmed OOS result affecting the Product's or Ancillary Product's quality after manufacturing or packaging, and submit to Q30 an investigation plan outline prior to completion of the investigation. Examples of situations that require an investigation and report include, but are not limited to, the following: (i) Confirmed OOS laboratory result; (ii) Major process deviation; (iii) Failure of equipment that affects Products or Ancillary Products; and (iv) Significant yield deviation in or between bulk, packaged Products or Ancillary Products, and labeling. A report on root cause of the problem and planned remedial measures is due within thirty (30) calendar days of the discovery of any unplanned deviation or confirmed OOS result. No OOS Product or Ancillary Products may be released for distribution without the prior written approval of Q30.

(f) Regulatory Costs. Q30 shall bear (i) one hundred percent (100%) of the research, clinical development, and reasonable associated regulatory costs to achieve the Regulatory Milestone and (ii) fifty percent (50%), with PSG bearing the remaining fifty percent (50%), of costs for obtaining all other Regulatory Approvals of the Q-Collar and any other Products or Ancillary Products under this Agreement in the Field of Use in any Market, including with respect to any modifications or enhancements to the Q-Collar or any new versions of the Q-Collar which require subsequent Regulatory Approval. The costs of Product and Ancillary Product recalls, market withdrawals, and reports of corrections and removals shall be attributed as described in Section 5.1.6 below, and PSG shall bear one hundred percent (100%) of any Post-Market Compliance costs it might incur associated with its obligations set forth in Section 5.1.1 above concerning the Q-Collar and any other Products or Ancillary Products produced, used, sold, or otherwise commercialized in the Field of Use by PSG and its sublicensees. Where applicable, PSG shall invoice Q30 for its share of the costs of Regulatory Approvals monthly and Q30 shall pay the invoices pursuant to Section 3.6. Q30 and PSG shall enter into such other contracts and agreements as may be necessary to implement the provisions of this subsection. Q30's and PSG's respective responsibility to cover costs shall not apply to salary or hourly wages of Q30's or PSG's respective internal personnel. Q30 and PSG shall bear the sole responsibility for covering the cost of their respective internal personnel. In order to ensure transparency and the prudent incurrence of costs associated with obtaining Regulatory Approvals, PSG will confer regularly with Q30 with regard to the scope of the efforts undertaken by PSG to obtain Regulatory Approval (e.g., animal studies, proposed clinical trials, consultant fees for preparation of the Regulatory Approval Applications) and the projected costs and budget, and will utilize a competitive bidding process to objectively evaluate and select any Third Party for the costs of any services that will exceed $25,000 for an individual engagement or $100,000 in the aggregate on an annual basis.

(g) If Q30 fails to cover its share of research, clinical development, or regulatory costs associated with Regulatory Approvals pursuant to Section 5.1.1(f) in any particular Market and Q30 fails to cure such failure within ninety (90) days after PSG provides written notice to Q30, in addition to any other remedies available to PSG under this Agreement, PSG may elect, at its sole discretion, to assume responsibility for such costs in such Market for the remainder of the Term (the aggregate amount so paid and not yet reimbursed pursuant to this Section 5.1.1(g) at any point in time is hereafter referred to as the "***Regulatory Shortfall***"). If PSG elects to assume such responsibility in such Market, any future royalty fees payable by PSG to Q30 pursuant to Section 3.3 for Products and Ancillary Products distributed and/or sold in such Market shall be reduced by fifty percent (50%).

(i) At any time that a Regulatory Shortfall is outstanding, until PSG has been fully reimbursed for such Regulatory Shortfall pursuant to subsection (1) or (2) of this Section 5.1.1(g)(i) or Q30 has otherwise fully reimbursed PSG for the Regulatory Shortfall ("***Reimbursement Date***"): (1) PSG may offset against the Regulatory Shortfall any fees or royalties payable by PSG to Q30 pursuant to Sections 3.3 and 3.4 for Products and Ancillary Products distributed and/or sold in any Market; (2) if the Regulatory Milestone becomes due while a Regulatory Shortfall is outstanding, PSG may offset against the Regulatory Shortfall any portion of the Regulatory Milestone; and, (3) with respect any sales milestone payments under Section 3.2.2 that have not yet been made, PSG may delay payment of such sales milestone payments and the count of units distributed and/or sold and credited toward any sales milestone payments will toll until the Reimbursement Date, at which point the count will continue from the point at which it was tolled. If another Regulatory Shortfall occurs after a Reimbursement Date, the foregoing will once again apply until the new Reimbursement Date.

(ii) If a Regulatory Shortfall occurs with respect to the United States, Canada, the United Kingdom, Australia or the European Union, PSG will be relieved of the obligation to make any further minimum royalty payments described in Section 3.4; and

(iii) If a Regulatory Shortfall occurs with respect to the United States and the Regulatory Milestone payment has not yet been made, PSG will be permanently relieved of paying the Regulatory Milestone payment.

5.1.2 *Notice and Documentation of Regulatory Activities; Copies of Correspondence in Connection with Planned or Actual Regulatory Approval Applications*. PSG will provide Q30 with written notice of all material regulatory activities being conducted by PSG with respect to each Regulatory Approval Application on a quarterly basis. If permitted by the applicable Regulatory Authority, Q30 may, if it chooses, have appropriate representatives attend, in coordination with PSG and its representatives, any meetings with Regulatory Authorities in the applicable Market

relating to each Regulatory Approval Application in such Market. PSG agrees to provide Q30 with a copy of any and all draft Regulatory Approval Applications at least thirty (30) days prior to the intended filing date, and Q30 will have fifteen (15) days to review and provide comments on the content of such Regulatory Approval Application. PSG will consider the comments and requests of Q30 on the Regulatory Approval Application. PSG shall be required to fully document the Regulatory Approval Application process and the Post-Marketing Compliance process (and that of its sublicensees) and to promptly share such documentation with Q30. PSG shall provide to Q30 copies of all correspondence with each Regulatory Authority in connection with the planned future submission of or the actual submission of a Regulatory Approval Application. This includes, but is not limited to, copies of any pre-Submission, pre-investigational device exemption (pre-IDE), or investigational device exemption (IDE) that might be submitted to FDA or other Regulatory Authority and any response from FDA or other Regulatory Authority concerning such submission. Q30 shall also be required to take immediate steps to assist PSG in responding to inquiries from Regulatory Authorities or to address and correct any concerns of Regulatory Authorities related to the Q-Collar and any other Products or Ancillary Products to be produced, used, distributed, sold or otherwise commercialized under this Agreement for the Field of Use.

5.1.3 *Regulatory Approval for Q Collar and Q30 Improvements Outside of the Field of Use*. Notwithstanding Section 5.1.1, above, Q30 shall have sole responsibility for funding and seeking Regulatory Approval for the Q-Collar and any other Products or Ancillary Products and any Q30 Improvements outside of the Field of Use from any Regulatory Authority, in its sole discretion.

5.1.4 *Access to and Sharing of Data and Regulatory Information*.

(a) Any data and documentation associated with the Q-Collar and any other Products or Ancillary Products that incorporate the Q30 Technology that is generated by PSG or a third party acting at the direction of PSG with the intent of potential use in support of Regulatory Approval shall be co-owned by both PSG and Q30; provided, however, that in the event that any such third party retains ownership of such data or documentation, then such data and documentation shall be shared by PSG with Q30, and PSG shall ensure that Q30 has the same rights to use such data and documentation as PSG. Such data and documentation includes, but is not limited to, copies of all study data, bench testing data, performance testing data, any associated reports written concerning such data, and any expert or statistical analysis written or performed concerning such data, whether or not such data, report, or analysis is supportive of the safety and effectiveness of the Q-Collar and such other Products or Ancillary Products. Subject to any other restrictions set forth in this Agreement or imposed on PSG and Q30 by the party generating such data and documentation, Q30 shall have the right to use such data and documentation as it deems reasonably necessary or useful in connection with its research, development and commercialization activities, including but not limited to use in Q30's own regulatory filings outside the Field of Use. PSG will provide Q30 with any such data and documentation in a prompt manner. PSG

agrees to execute and file any document recognizing or granting Q30 the rights set forth in this Section 5.1.4(a).

(b) PSG consents and agrees to grant consent for Q30 to have access to any regulatory file maintained by the Regulatory Authority, including but not limited to a Master File or other similar submission provided to the FDA or similar files provided to other Regulatory Authorities. PSG consents and agrees to grant consent to Q30 to utilize such information in connection with its research, development and commercialization activities, including but not limited to use in Q30's own regulatory filings outside the Field of Use. PSG agrees to execute and file any document recognizing or granting Q30 access to and use of such data and documentation, and PSG agrees to execute and file any required authorization giving Q30 the right to access and reference all data and documentation maintained by such Regulatory Authority associated with any Regulatory Approval Applications filed by PSG pursuant to the terms of this Agreement. Notwithstanding anything to the contrary herein, any provisions in this Section restricting Q30's use of any such data and documentation in the Field of Use shall cease to apply if and only to the extent that Q30's and Q30 Parent's restrictions under Section 2.3 cease to apply for any reason, including with respect to any such rights within a particular Market.

(c) In the event of any conflict between the provisions of this Section 5.1.4 and Section 4.2 with regard to the ownership, access and use of any such data and documentation, the provisions of Section 4.2 shall control.

5.1.5 *PSG Responsibilities and Failure to Meet Responsibilities as Breach*. Without limiting PSG's general obligations under Section 8.1(e) or its obligations set forth in Sections 5.1.1 to 5.1.3 and 5.1.6, PSG shall, and shall cause its sublicensees to, comply with all Applicable Laws with regard to its and their manufacture, marketing, sale, distribution, promotion, advertising and other commercialization or disposition of Products and Ancillary Products, including without limitation all Applicable Laws regarding market withdrawals and product recalls. PSG acknowledges and agrees that any failure to meet its obligations under this Section 5 shall constitute a material breach of this Agreement.

5.1.6 *Product Recalls, Market Withdrawals, Reports of Corrections and Removals, Product Embargo/Quarantine Notices, and Product Seizures*.

(a) If PSG determines, in its reasonable discretion, a market withdrawal or recall of a Product or Ancillary Product is prudent for any reason including, but not limited to, a high failure rate, defect in materials, manufacturing, or design, adverse regulatory ruling, or other deficiency related to the Field of Use, PSG will have authority to order and/or implement such market withdrawal or recall. If PSG elects to do a market withdrawal or recall, PSG shall notify Q30 of its decision, and Q30 shall provide all necessary assistance to effectuate the market withdrawal or recall and shall do so in a timely manner.

Similarly, if a Regulatory Authority mandates a recall, Q30 shall cooperate with PSG to effectuate the recall and shall do so in a timely manner.

(b) There shall be timely exchange of information between PSG and Q30 about any potential market withdrawal or recall, as follows: (i) PSG shall immediately inform Q30 in writing of any circumstances that have come to its attention which may make a market withdrawal or recall necessary; (ii) In the event any Regulatory Authority issues or requests a recall, Q30 or PSG shall within 24 hours notify the other Party; (iii) Within 48 hours of learning that a market withdrawal or recall may be necessary, Q30 and PSG shall discuss details of the recall strategy.

(c) The Parties shall share equally the cost of any recall or market withdrawal of a Product or Ancillary Product, except that (i) Q30 shall be solely responsible for the cost of a recall or market withdrawal that is unrelated to the Field of Use and (ii) PSG shall be solely responsible for the cost of a recall or market withdrawal that is the result of a manufacturing defect, distribution defect, or arises from marketing claims for the Product or Ancillary Product in the Field of Use.

(d) In accordance with Section 5.1.1 above, with regard to Products and Ancillary Products within the Field of Use, PSG will be responsible for coordinating and conducting the market withdrawal or recall, interfacing with Regulatory Authorities concerning the market withdrawal or recall, issuing public announcements (including press releases) concerning the market withdrawal or recall, interfacing with consumers, distributors, and retailers concerning the market withdrawal or recall, appropriately disposing of recalled/returned product, and coordinating product replacement. In the event any Regulatory Authority or law enforcement authority seizes Products or Ancillary Products, tags or otherwise marks Products or Ancillary Products and provides notice that any Products or Ancillary Products are embargoed, or otherwise orders the quarantine of any Products or Ancillary Products, PSG will be responsible for appropriately disposing of such Products or Ancillary Products, where necessary, and coordinating product replacement. Q30 shall have the right to review and comment on draft submissions to Regulatory Authorities concerning product recalls prior to submission to the Regulatory Authorities, and PSG may incorporate Q30's comments into the submission prior to submitting to Regulatory Authority. Q30 shall promptly provide PSG with any information, including documentation, it possesses that PSG might need to adequately coordinate and conduct the market withdrawal or recall. Q30 will promptly and fully assist PSG in its investigation of the underlying cause of the event triggering a recall or market withdrawal.

(e) PSG shall be responsible for submitting to the FDA or similar Regulatory Authority any required report of correction and removal and shall be responsible for any similar types of reports required by Regulatory Authorities in each Market pertaining to the Field of Use. However, Q30 shall have the right to

review and comment on the draft report prior to submission to FDA or other Regulatory Authority, and PSG may incorporate Q30's comments into the submission prior to submitting to FDA or other Regulatory Authority.

5.1.7 *Q30 Responsibilities*. Q30 shall comply with all Applicable Laws and instructions from any Regulatory Authority with regard to Q30's obligations under Section 5 of this Agreement.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement will commence on the Effective Date and will continue in perpetuity unless earlier terminated pursuant to this Section 6 ("***Term***").

6.2 Patent Expiration. With respect to each Licensed Patent, the License will terminate on the date that such Licensed Patent expires or is determined to be invalid in a final ruling by a court or governmental body of applicable jurisdiction that is not subject to appeal. Upon the expiration or final determination of invalidity of the last Licensed Patent, this Agreement will continue to remain in full force and effect; provided, however, that the royalty fees payable by PSG to Q30 pursuant to Section 3.3 will be reduced by thirty-three percent (33%) or such other amount as is agreed by the Parties in writing.

6.3 Specific Performance. If PSG commits a material breach of or default under this Agreement, Q30 shall, in addition to any other rights and remedies provided by this Agreement and in law or equity, be entitled to seek specific performance or to otherwise seek to compel the performance of this Agreement by PSG with respect to claims arising from any such breach or default.

6.4 Actions by TBI.

6.4.1 In the event that TBI provides notice of its intent to terminate the TBI Agreement, Q30 will promptly provide written notice of the same to PSG. Following receipt of such written notice, PSG may, in its sole discretion, intervene to cure such breach or default on behalf of Q30 Parent. If PSG elects to cure any such breach or default on behalf of Q30 Parent, then Q30 shall reimburse PSG for all reasonable out-of-pocket costs or expenses incurred by PSG in curing such breach or default, unless such breach or default was in any way caused by PSG or its sublicensees.

6.4.2 In the event that TBI breaches its obligations to Q30 Parent under the TBI Agreement, Q30 will promptly provide written notice of the same to PSG. In the event that Q30 is unable to cause TBI to cure such breach within a reasonable period of time, PSG may, in its sole discretion, intervene to take action on behalf and in the name of Q30 Parent to enforce against TBI the terms of the TBI License, but only with respect to the Field of Use; provided, however, that PSG's rights under this Section shall only be exercisable if and to the extent that PSG reasonably determines that TBI's breach of its obligations to Q30 Parent under the TBI Agreement could materially adversely impact PSG's rights under the License. If PSG elects to take such actions to enforce the TBI License on behalf of Q30 Parent, then the Parties shall equally share the costs and

expenses in connection with such action. In no event may Q30 Parent terminate the TBI Agreement during the Term of this Agreement without PSG's prior written consent.

6.5 Termination by Q30. Q30 may terminate the Term at any time upon written notice to PSG if:

6.5.1 the TBI Agreement is terminated for any reason; provided, however, that Q30 will use its commercially reasonable efforts to prevent any such termination;

6.5.2 PSG fails to make payments of undisputed fees due to Q30 under this Agreement for a period of at least thirty (30) days after such payment is due and fails to cure such breach within thirty (30) days after Q30 provides written notice to PSG of such breach;

6.5.3 PSG materially breaches its obligations under this Agreement, and fails to cure such breach within sixty (60) days after Q30 provides written notice to PSG of such breach. PSG acknowledges and agrees that any violation of Section 7.4 shall constitute a material breach of this Agreement;

6.5.4 PSG fails to fulfill its obligations under Section 12 and fails to cure such breach within sixty (60) days after Q30 provides written notice to PSG of such breach; or

6.5.5 PSG is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it, which involuntary petition is not dismissed with prejudice within ninety (90) days after filing.

6.6 Termination by PSG.

6.6.1 PSG may terminate the Term without cause upon at least twelve (12) months' written notice to Q30 of its intent to terminate the Term and payment to Q30 of a termination fee of three million seven hundred fifty thousand dollars ($3,750,000) ("***Termination Fee***").

6.6.2 PSG may terminate the Term without cause and without payment of the Termination Fee upon at least ninety (90) days written notice to Q30 of its intent to terminate the Term:

(a) at any time after the second (2^{nd}) anniversary of the Effective Date if neither the Regulatory Milestone nor the third sales milestone event (*i.e.*, 250,000 units outside the United States and Canada) have been achieved; or

(b) the Regulatory Milestone has been achieved but Regulatory Approval for the Product is subsequently withdrawn by the FDA due to safety concerns and remains withdrawn for a period of at least six (6) months.

6.6.3 PSG may terminate the Term at any time and without payment of the Termination Fee upon written notice to Q30 if Q30 materially breaches its obligations under this Agreement and fails to cure such breach within sixty (60) days after PSG provides written notice to Q30 of such breach.

6.6.4 PSG may terminate the Term following the second (2^{nd}) anniversary of the First Sale Date by providing, within the thirty (30) day period following the second (2^{nd}) anniversary of the First Sale Date, Q30 with at least twelve (12) months' prior written notice of its intent to terminate the Term and without payment of the Termination Fee in the event that, in spite of commercially reasonable efforts to commercialize the Product, actual sales of the Product fail to accrue royalty fees in excess of the minimum royalty commitment set forth in Section 3.4.1(b) by the second anniversary of the First Sale Date. In the event of a termination pursuant to this Section 6.6.4, PSG will not be liable for the minimum royalty commitment payments set forth in Sections 3.4.1(b) or 3.4.1(c) or any sales milestone payment described in Section 3.2.2 that was not achieved prior to the termination notice date. For avoidance of doubt, such termination right shall be waived if not exercised by providing written notice to Q30 within the thirty (30) day period following the second (2^{nd}) anniversary of the First Sale Date.

6.7 Termination by Either Party. Either Party may terminate the Term following the fourth (4^{th}) anniversary of the Effective Date upon at least ninety (90) days written notice to the other Party of its intent to terminate the Term if the Regulatory Milestone has not been reached prior to the effective date of such termination. PSG will not be required to pay the Termination Fee in connection with a termination under this Section 6.7.

6.8 Effect of Termination. Upon any expiration or termination of the Term, the following will apply:

6.8.1 PSG will pay Q30 any unpaid royalties and milestone payments that accrue, as well as any payments that accrue pursuant to Section 3.1, prior to the effective date of termination but shall not be liable for any royalty payments not yet accrued as of the effective date of termination or any minimum royalty commitments accruing after the date of the notice of termination. Furthermore, PSG will pay Q30 the Termination Fee if applicable under Section 6.6.1.

6.8.2 PSG will have no further rights to pursue pending Regulatory Approval Applications for the Product or Ancillary Products within the Field of Use. If Q30 elects to continue pursuit of pending Regulatory Approval Applications, at Q30's sole cost and expense, PSG will execute and file with each applicable Regulatory Authority any and all documents necessary to transfer to Q30 authority and responsibility for such pending Regulatory Approval Applications and Q30 will thereafter assume full control and responsibility for such Regulatory Approval Application including any rights to subsequently abandon or withdraw such application. If Q30 elects to continue any pending regulatory studies, at Q30's sole cost and expense, PSG will execute and submit to any Third-Party any and all documents necessary to transfer to Q30 sponsorship of such pending studies and Q30 will thereafter assume full control and responsibility for such studies including any rights to subsequently abandon or terminate such study. For

avoidance of doubt, in the event that Q30 elects to continue pursuit of any pending Regulatory Approval Applications or continue any pending studies, PSG will file and submit these documents so that Q30 will thereafter be responsible for performing all required actions and paying any associated costs and expenses accruing after the effective date of termination in connection with any such Regulatory Approval Applications or pending studies;

6.8.3 the License and all sublicenses granted by PSG pursuant to Section 2 will terminate; provided, that PSG and its authorized sublicensees may, for a period of nine (9) months after the termination of the Term, sell all Products which may then-currently be held in inventory and not sold as of the effective date of termination, and PSG shall provide any reports and payments otherwise required under Section 3 in connection with such sales; provided, however, that PSG and its sublicensees will not benefit from any exclusivity under this Agreement during such period;

6.8.4 PSG shall, at Q30's option, sell any manufacturing molds for the Products to Q30 at PSG's cost for such molds, taking into account any straight-line depreciation in accordance with generally accepted accounting principles;

6.8.5 each Party will (i) either return to the other Party or destroy, at the other Party's request, any Confidential Information of the other Party in the Party's possession or under its control (including without limitation, in the case of PSG as the Receiving Party, all Q30 Know-How and all other information of any kind regarding the design, manufacture, operation, use or sale of any device or product (including Products and Ancillary Products) incorporating or based on the technology described in the Licensed Patents, or based on any products made or sold by Q30 or Q30 Parent, in each case developed by any Party during the Term); and (ii) certify the return or destruction of the same to the other Party in writing signed by a duly authorized representative of the Party (provided, however, that non-return of electronic copies of or materials containing Confidential Information of the other Party that are required by law to be retained by the Receiving Party or that are automatically generated through data backup or archiving systems and which are not readily accessible by Receiving Party's business personnel, will not be deemed to violate this Section 6.8.5, so long as such Confidential Information is not disclosed or used in violation of the other terms of this Agreement);

6.8.6 the Parties' respective rights and obligations arising out of any breach of or default under this Agreement during the Term will survive; and

6.8.7 the Parties' respective rights and obligations under Sections 2.5, 2.6, 3.8, 4.2.1(a), 4.2.2(a), 4.2.3(a), 6.8, 8.5, 9.1, 9.2, 9.4, 10, and 13 (but specifically excluding Section 13.12), will survive, as well as any provision of Section 5 that contemplates performance or observance subsequent to any expiration or termination of this Agreement or which is otherwise necessary to interpret the respective rights and obligations of the Parties hereunder, including without limitation, as applicable, Sections 5.1.1(a), 5.1.1(b), 5.1.1(d), 5.1.4, 5.1.6 and 5.1.7. The Parties' respective rights and obligations under Section 3.9 will survive for a period of twelve (12) months after any expiration or termination of the Term.

7. PATENT MAINTENANCE AND ENFORCEMENT

7.1 Cooperation; Allocation of Fees. The Parties will consult and cooperate with each other in the prosecution, maintenance and enforcement of the Licensed Patents within the Field of Use. Unless otherwise agreed in writing by the Parties, PSG and Q30 will each be responsible for payment of fifty percent (50%) of all fees associated with the prosecution and maintenance of the Licensed Patents, provided, however, that PSG shall not be required to reimburse Q30 with respect to such fees that Q30 is responsible to pay to TBI under the TBI Agreement. In the event that a Party pays more than its share of such fees during any Fiscal Quarter during the Term, such Party may invoice the other Party for the amount equal to such Party's overpayment of such fees and the Party that has underpaid its share of such fees will reimburse the other Party accordingly.

7.2 Prosecution and Maintenance.

7.2.1 *Maintenance*. Unless otherwise agreed in writing by the Parties, subject to the cost sharing requirements of Section 7.1, Q30 Parent will be responsible for and will timely (a) pay as early as possible all annuities, maintenance fees, renewal fees and other similar fees; (b) file all documents and affidavits; and (c) take such other action necessary or desirable to keep in full force and renew all Licensed Patents in all countries of the world where the Licensed Patents are registered or pending. Q30 Parent will not knowingly allow any Licensed Patent to be abandoned or lapse without the prior written consent of PSG.

7.2.2 *Prosecution and Step-in Rights*. Q30 Parent will diligently prosecute any patent applications comprising the Licensed Patents. To the extent (a) Q30 Parent fails to timely pay any annuity or other fee when due or take any other action necessary or desirable to keep in full force or renew any Licensed Patent, or (b) fails to diligently prosecute any patent applications comprising the Licensed Patents, without limiting any remedies of PSG, PSG may elect, at its sole discretion, to (i) pay such fees or take such actions as required to keep in full force or renew any Licensed Patent, or (ii) assume responsibility for the ongoing prosecution of such patent applications; provided, however, that prior to exercising any rights under this Section 7.2, PSG shall provide written notice to Q30 Parent of such deficiencies and allow Q30 Parent a reasonable time (not less than thirty (30) days) to act to rectify such deficiencies. At PSG's request, Q30 Parent will provide to PSG a draft of any prosecution response or other filing at least one week before the deadline for such filing so that PSG may provide input on the filing. Correspondingly, in the event PSG exercises its step-in rights hereunder, at Q30 Parent's request PSG will provide to Q30 Parent a draft of any prosecution response or other filing at least one week before the deadline for such filing so that Q30 Parent may provide input on the filing. Further, PSG, at its discretion, may initiate the filing of new patent applications directed to new technology or improvements on the Q30 Technology that Q30 Parent elects not to pursue.

7.2.3 *Authority*. Q30 Parent will provide PSG with copies of any proposed filings not less than five (5) business days prior to filing such that PSG will have the opportunity to comment upon and seek clarification or additional information with

respect to each such filing. Effective upon the trigger of PSG's step-in rights in accordance with Section 7.2.2, and only to the extent reasonably necessary to allow PSG to exercise such step-in rights, Q30 Parent hereby designates and appoints PSG and its duly authorized officers and agents as Q30 Parent's agent and attorney in fact to pay such fees, file such documents and take such other action necessary or desirable with respect to such Licensed Patent. Notwithstanding anything to the contrary, any actions undertaken by PSG to maintain or prosecute any Licensed Patents or patent applications pursuant to this Section 7.2 shall be undertaken on behalf of and in the name of Q30 Parent (or its designee), and Q30 Parent (or its designee) shall own all rights, title and interest in and to any and all such Licensed Patents and patent applications.

7.3 Enforcement.

7.3.1 *Notice of Infringement.* During the Term, each of Q30 and PSG will promptly inform the other Party of any alleged or suspected infringement of any Licensed Patent by a Third Party relating to the Products ("***Infringement***") that comes to the attention of the notifying Party.

7.3.2 *Enforcement; Defense of Validity; Cooperation*. Q30 and PSG shall work jointly (on a best effort basis) to prevent any Infringement that impacts the commercialization of Products in the Field of Use and pursue any legal action or take other appropriate steps to remedy any such Infringement. Q30 and PSG shall also work jointly (on a best effort basis) to defend against challenges to the validity of any of the Licensed Patents that impact the commercialization of Products in the Field of Use, including but not limited to reexaminations, *inter partes* reviews, post grant reviews, and opposition proceedings. Each Party will consult with and keep the other Party reasonably informed with respect to the status and progress of any such action and their respective activities related to the same. Without limiting the foregoing, each Party will promptly respond to questions from the other Party and will provide the other Party copies of all material court filings prior to filing. No Party may enter into any settlement, consent judgment or other voluntary final disposition of any action concerning any Licensed Patent without the other Party's prior written approval, such approval not to be unreasonably delayed or withheld. Q30 and PSG shall equally split the cost of enforcement.

7.3.3 *Action by PSG*. If within thirty (30) days after a written request from PSG for action by Q30 with respect to any Infringement that impacts the commercialization of Products in the Field of Use, Q30 does not commence or diligently pursue any legal action or take other appropriate steps to remedy such Infringement, PSG will have a right, but not an obligation, to commence and prosecute appropriate legal action against any such Infringement. PSG will give Q30 written notice of PSG's intent to commence any such legal action in advance of such commencement. At PSG's request, Q30 and Q30 Parent will fully cooperate with PSG with respect to the foregoing, including by permitting themselves and causing TBI to be joined as a named party to any such action. Q30 may participate in the action, at Q30's option and expense. Each Party will consult with and keep the other Party reasonably informed with respect to the status and progress of any such action and their respective activities related to the same. PSG

will not enter into any settlement, consent judgment or other voluntary final disposition of any action concerning any Licensed Patent that admits or allocates any fault on behalf of Q30 or Q30 Parent, obligates Q30 or Q30 Parent to pay any damages or that in any way impairs or diminishes the intellectual property rights of Q30, Q30 Parent or TBI, without Q30's prior written approval. Q30 and PSG shall equally split the cost of enforcement.

7.3.4 *Costs and Recovery*. Q30 and PSG shall equally share all costs and expenses in connection with any action to abate an Infringement. Any recovery in such action will be divided between the Parties first to cover their respective costs and expenses, and then in proportion to their respective damages suffered on account of the Infringement, based on their relative margins in the appropriate Market.

7.3.5 *No Right to Refund*. Notwithstanding anything to the contrary herein, if, at any time during the Term, Q30 or Q30 Parent is unable to uphold the validity of any Q30 Technology or other intellectual property rights against any alleged infringer, PSG shall have no claim against Q30 or Q30 Parent for refund or reimbursement of royalty payments or other payments previously made.

7.4 Covenant Not to Challenge. PSG covenants and agrees that it and its Affiliates will not directly or indirectly challenge the validity or enforceability of any Q30 Technology.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual Warranties. Each Party represents and warrants that (a) it has the necessary corporate or similar authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or similar action; (c) this Agreement has been duly executed and delivered and is a valid, binding and enforceable obligation against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally; (d) no consent of any person or entity not a Party to this Agreement which has not been obtained is required or necessary for it to carry out its obligations under this Agreement; and (e) it will comply with all Applicable Laws in effect during the Term applicable to the performance of its obligations and exercise of its rights under this Agreement.

8.2 By Q30. Each of Q30 and Q30 Parent represents and warrants that (a) it either is the sole owner or is the exclusive licensee of, and holds all right, title and interest in and to, the Q30 Technology relating to the Field of Use, or otherwise has all necessary rights to grant the License and comply with its obligations under this Agreement; (b) to the best of its knowledge, the Licensed Patents are valid and enforceable; (c) the License granted under this Agreement is free from any security interest, lien or other encumbrance arising by, through or under Q30; (d) the grant of the License does not conflict with, violate or constitute a breach or default under any contract or other obligation of Q30; (e) as of the Effective Date, it is not aware of any claim, action or proceeding, pending or threatened, that challenges the validity of any of the claims under the Licensed Patents; (f) to the best of its knowledge, the development, use, manufacture, sale, import or other disposition of the Products (excluding any Products, or improvements or

enhancements to Products (including PSG Improvements), developed by PSG or any sublicensee) in the Field of Use and use of the Q30 Technology, Q30 Know-How and Q30 Improvements, in each such case solely as permitted under this Agreement, will not infringe, misappropriate or violate any patent, copyright, trade secret or other proprietary right of any Third Party; (g) as of the Effective Date, it is not aware of any Third Party infringing, misappropriating or violating any Q30 Technology; (h) as of the Effective Date, it is not aware of any patent or other proprietary right of any Third Party that would conflict or materially interfere with PSG's exercise of the License in accordance with this Agreement; (i) as of the Effective Date, it is in material compliance with all of its obligations under the TBI Agreement and it has not, and will not during the Term, materially default in performing any of its obligations under the TBI Agreement, provided that Q30 shall have a reasonable opportunity to cure any default under the TBI Agreement following notice of such default; (j) it will not terminate the TBI Agreement during the Term without PSG's prior written consent; (k) as of the Effective Date, it has not received any adverse determinations, formal or informal, denials, rejections or sanctions from any Regulatory Authority regarding any Products; and (l) to the best of its knowledge, the Q30 Technology is sufficient to enable PSG to manufacture Products that will conform to the specifications set forth in attached Exhibit B.

8.3 By PSG. PSG represents and warrants that: (a) it will not take, or permit any Third Party to take, any action with respect to the Q30 Technology, Q30 Improvements, PSG Improvements and Jointly Developed Improvements that is not expressly permitted by the License; and (b) PSG will perform its obligations and exercise its rights under this Agreement with due care, skill and diligence and in a professional and workmanlike manner.

8.4 Disclaimer. EXCEPT FOR THE WARRANTIES STATED IN THIS SECTION 8, EACH PARTY HEREBY DISCLAIMS AND THE OTHER PARTY HEREBY WAIVES ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF THE OTHER PARTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE WITH REGARD TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PSG MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY AMOUNT OF ROYALTIES THAT MAY BE EARNED BY Q30 AS A RESULT OF THIS AGREEMENT.

8.5 Limitation of Liability. EXCEPT FOR ANY VIOLATION OF SECTION 10, THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, ANY DAMAGES ARISING OUT OF A PARTY'S VIOLATION OF APPLICABLE LAWS, ANY DAMAGES ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND WITH REGARD TO ANY ROYALTIES AND OTHER PAYMENTS OWED TO Q30 AND Q30 PARENT, ON THE ONE HAND, AND PSG, ON THE OTHER HAND, UNDER THIS AGREEMENT, IN NO EVENT SHALL: (A) ANY PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY LOSS OF PROFITS OR BUSINESS, LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE AGGREGATE

LIABILITY OF Q30 AND Q30 PARENT, ON THE ONE HAND, AND PSG, ON THE OTHER HAND, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED FIVE MILLION DOLLARS ($5,000,000).

9. INDEMNIFICATION

9.1 By PSG. PSG will defend and indemnify Q30, Q30 Parent and TBI from and against any and all liabilities, damages, penalties, fines, costs, expenses (including reasonable attorneys' fees and other expenses of litigation) arising from any claims, actions, suits or proceedings brought by a Third Party, including any Regulatory Authority ("***Claims***") arising from, or occurring as a result of (a) any inaccuracy in or breach of any representations or warranties by PSG in Section 8; (b) the exercise by PSG or any of its sublicensees of any of the rights under the License, including but not limited to any research or development (including subject injury), manufacture, marketing, sale, distribution, promotion, advertising or other commercialization or disposition of Products or Ancillary Products by or on behalf of PSG or any of its sublicensees; (c) the negligence, gross negligence, willful misconduct or strict liability of PSG; (d) any product liability Claims relating to any product manufactured, supplied, sold or otherwise put into the market or use by PSG, including without limitation Products and Ancillary Products; (e) any Products or PSG Improvements developed by or on behalf of PSG infringing a patent, trademark, copyright or other proprietary right of any other person, or misappropriating the trade secrets of any other person; or (f) any breach of this Agreement by PSG or any of its Affiliates, sublicensees, consultants and contractors, including without limitation any breach of the confidentiality obligations hereunder; excluding, in each case, Claims (i) arising from any acts or omissions of Q30, Q30 Parent or any of their Affiliates or (ii) that are indemnified by Q30 and Q30 Parent pursuant to Section 9.2.

9.2 By Q30. Q30 and Q30 Parent will defend and indemnify PSG and each of its authorized sublicensees in accordance with Section 2.2 from and against any and all liabilities, damages, penalties, fines, costs, expenses (including reasonable attorneys' fees and other expenses of litigation) arising from Claims arising from, or occurring as a result of: (a) any inaccuracy in or breach of any representations or warranties by Q30 or Q30 Parent in Section 8; (b) the research or development (including subject injury), manufacture, marketing, sale or other disposition of Products by Q30 or its Affiliates outside the Field of Use; (c) the Q30 Technology, Q30 Know-How or Q30 Improvements and any use thereof by PSG and its authorized sublicensees as permitted hereunder, infringing a patent, trademark, copyright or other proprietary right of any other person, or misappropriating the trade secrets of any other person; (d) any research, development, design or other pre-manufacturing deficiencies or defects (excluding raw material) of the Q-Collar and any other Products or Ancillary Products conducted by or on behalf of Q30, Q30 Parent or any of their Affiliates, except to the extent any such Claim arises out of or relates to Q30's, Q30 Parent's or any of their Affiliates' compliance with non-discretionary specifications or other instructions furnished by or on behalf of PSG; (e) any breach of this Agreement by Q30, Q30 Parent or any of their Affiliates, sublicensees, consultants and contractors, including without limitation any breach of the confidentiality obligations hereunder; or (f) the negligence, gross negligence, willful misconduct or strict liability of Q30, Q30 Parent or any of their Affiliates; excluding, in each case, Claims (i) arising from any acts or omissions of PSG or (ii) that are indemnified by PSG pursuant to Section 9.1.

9.3 Product Liability Insurance. At its sole cost, PSG will obtain five million dollars ($5,000,000) of product liability coverage with respect to product liability Claims asserted under this Section 9. PSG will add Q30 and Q30 Parent as additional insureds under such product liability coverage. Any indemnity obligation by Q30 with respect to product liability under this Section 9 shall only be for amounts in excess of those covered under such product liability coverage. The Parties shall share equally any deductibles for any product liability claims pertaining to the Q-Collar and any other Products or Ancillary Products. Q30 and Q30 Parent shall be responsible for costs in excess of the deductible associated with any product liability claims arising from any research (including subject injury), development, design or other pre-manufacturing deficiencies or defects (excluding raw material) of the Q-Collar and any other Products or Ancillary Products conducted by or on behalf of Q30, Q30 Parent or any of their Affiliates, except to the extent any such claim arises out of or relates to Q30's, Q30 Parent's or any of their Affiliates' compliance with non-discretionary specifications or other instructions furnished by or on behalf of PSG. PSG shall be responsible for costs in excess of the deductible associated with any product liability claims arising from any research or development (including subject injury), manufacture, marketing, sale, distribution, promotion, advertising or other commercialization or disposition of Products or Ancillary Products by or on behalf of PSG or any of its sublicensees. PSG shall at all times maintain the insurance coverage as required herein and shall provide Q30 with written notice of any material changes to such insurance coverage within thirty (30) days of such changes, including, without limitation, changes to deductibles and notices of non-payment or premium cancellation.

9.4 Procedure. A party seeking indemnification under Section 9.1 or Section 9.2 will notify the other party promptly of the Claim or liability for which indemnification is sought. Failure to give prompt notice will not relieve the indemnifying party of its obligations except to the extent that the party is actually prejudiced by such delay. The indemnified party may, at its option and expense, participate and appear on an equal footing with the indemnifying party in the defense of any Claim. An indemnified party may not settle any Claim that admits or allocates any fault on behalf of the indemnifying party or obligates the indemnifying party to pay any damages without the indemnifying party's prior written approval. In the event that the indemnifying party in the defense of any Claim does not have adequate financial resources or otherwise fails to sustain the defense of such Claim, the indemnified party may, in its sole discretion and at the indemnifying party's expense, step in and assume the defense of the Claim on behalf of the indemnifying party, in whole or in part.

9.5 Mitigation of Damages. In the event that any of the Q30 Technology, Q30 Improvements, Products or Ancillary Products is, or in Q30's reasonable opinion is likely to be, found to be infringing of a Third Party's rights by a competent court or other trier of fact in any Market or the use or sale of which is enjoined or otherwise legally prohibited for any reason, then PSG shall use commercially reasonable efforts to mitigate any liabilities that may arise from such claims including, upon receiving notification thereof from Q30, immediately ceasing all use, manufacture, marketing, sale, distribution, promotion, advertising and other commercialization or disposition of the items in question in such Market unless and until such time as the issue is resolved to the Parties' mutual satisfaction; provided, however, that if PSG is required to cease or materially curtail its use, manufacture, marketing, sale, distribution, promotion, advertising and other commercialization or disposition of any such items, PSG will be relieved of any obligation to make any further minimum royalty payments pursuant to Section

3.4 but only to the extent and for so long as such cessation or curtailment adversely impacts PSG's ability to sell Products in the United States, Canada, the United Kingdom, Australia or the European Union, in which case such further minimum royalty payments required pursuant to Section 3.4 will be equitably adjusted by agreement of the Parties based on the extent to which such sales are materially adversely impacted. Q30 and Q30 Parent shall have no indemnity obligations to PSG or its sublicensees if and to the extent that PSG or any of its sublicensee continues to engage in any such activities after receiving notice thereof from Q30.

10. CONFIDENTIAL INFORMATION

10.1 Confidential Information. In the performance of its respective obligations under or otherwise in connection with this Agreement, each Party (the "***Receiving Party***") acknowledges that it may receive Confidential Information from the other Party (the "***Disclosing Party***"). Receiving Party will treat such Confidential Information as confidential and will use such Confidential Information solely for the purposes for which it is provided by Disclosing Party in connection with this Agreement. Without limiting the generality of the foregoing, Receiving Party will use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable care, to prevent any unauthorized use or disclosure of such Confidential Information.

10.2 Limitations. The obligations under Section 10.1 will not apply to:

10.2.1 any disclosure which is strictly necessary in connection with Receiving Party's performance of its obligations under this Agreement or the exercise of its rights under this Agreement, provided that the person or entity to whom the disclosure is made shall be bound by a written agreement to take appropriate precautions (but in any event no less than those required to be taken hereunder) to prevent any further disclosure or use of such Confidential Information;

10.2.2 any disclosure required by order of a court, regulatory agency or other governmental body; provided, that (a) Receiving Party will promptly notify Disclosing Party and cooperate, at Disclosing Party's expense, in opposing or seeking to limit the order, and (b) if Disclosing Party declines to oppose the order, or the effort is ultimately unsuccessful, Receiving Party may disclose Confidential Information only to the extent required to comply with the order and will use commercially reasonable efforts to obtain confidential treatment of any Confidential Information to be disclosed; and

10.2.3 any disclosure made with the prior written consent of Disclosing Party.

10.3 Liability for Third Parties. If a Third Party to whom Receiving Party discloses Confidential Information under Section 10.2.1 directly or indirectly discloses or uses any information in manner that would be a breach of Receiving Party's obligations under this Section 10, then Receiving Party shall be liable to Disclosing Party as if Receiving Party had itself undertaken such actions or committed such omissions.

10.4 Injunctive Relief. The Parties acknowledge and agree that any breach of this Section 10 may cause irreparable harm for which money damages would not be an adequate remedy, and that Disclosing Party shall be entitled to seek injunctive relief and such other

remedies as may be afforded in law or equity in order to prevent or remedy any such breach, without having to post any bond or other security in connection with its exercise of such remedy.

11. INSURANCE

Without limiting any of PSG's obligations under Section 9.3, Q30 and PSG will each maintain, at each party's respective sole expense, Commercial General Liability Insurance with minimum limits of five million dollars ($5,000,000) per occurrence and ten million dollars ($10,000,000) annual aggregate. Such policy shall name the other Party(ies) as an additional insured. Each Party shall notify the other Party in writing at least thirty (30) days prior to any cancellation, termination or material amendment of such insurance coverage. Within ten (10) business days following the Effective Date and upon reasonable request thereafter, each Party will deliver to the other Party a Certificate of Insurance verifying the foregoing insurance coverage.

12. MINIMUM CAPITALIZATION.

12.1 During the Term, PSG will maintain Qualifying Liquid Assets in an account at a Qualified Financial Institution in amounts no less than the amounts set forth below for the applicable time periods.

Time Period	**Minimum Qualifying Liquid Assets**
Upon execution of the Agreement	$7,000,000
Following the initial payment set forth in Section 3.1 until January 2, 2016	$4,000,000
From January 3, 2016 until the first anniversary of the Effective Date	$2,000,000
From the first anniversary of the Effective Date until the first to occur of: (i) payment by PSG of royalty fees in excess of the second minimum royalty commitment set forth in Section 3.4.1(b); or, (ii) if applicable, payment of the second minimum royalty payment set forth in Section 3.4.1(b).	$4,000,000
From the end of the period set forth above until the fourth (4^{th}) anniversary of the Effective Date.	$2,000,000
Remainder of the term.	None.

12.2 Q30 may request not more often than twice each Fiscal Year, an account statement prepared by the Qualified Financial Institution that shows the value of the Qualifying Liquid Assets as of date of such request. PSG agrees to respond to such requests within five (5) business days.

12.3 For purposes of this Section 12: (a) "***Qualifying Liquid Assets***" means cash and U.S. Treasury securities, and (b) "***Qualified Financial Institution***" means a bank with at least $10 billion in assets and a long-term debt rating of at least A- by Standard & Poor's or A3 by Moody's.

12.4 PSG may, at its sole discretion, elect to provide a standby letter of credit for the benefit of Q30 in the amount of five million dollars ($5,000,000) in lieu of the capitalization requirements set forth in Sections 12.1 through 12.3, in which event such Sections will not apply for so long as such letter of credit is in effect.

12.5 During the period beginning upon Q30's receipt of PSG's initial payment of three million dollars ($3,000,000) pursuant to Section 3.1 and ending upon achievement of the Regulatory Milestone, Q30 Parent (either individually or collectively with its Affiliates) shall maintain one million dollars ($1,000,000) in Qualifying Liquid Assets to satisfy its obligations under Section 5.1.1 of this Agreement. Further, as a result of PSG's equity investment in Q30 Parent (pursuant to Recital C), PSG will receive quarterly reports of Q30 Parent's assets for so long as PSG remains a member of Q30 Parent. If Q30 Parent (either individually or collectively with its Affiliates) fails to maintain Qualifying Liquid Assets as set forth in this Section 12.5, PSG may terminate this Agreement for cause pursuant to Section 6.6.3 subject to the notice and cure period specified therein.

13. MISCELLANEOUS

13.1 Publicity. Any public statement or press release about any other Party, this Agreement or the transactions contemplated hereunder, is subject to each other Party's prior written approval as to the timing, form and content of such statement; provided, however, that this restriction shall not apply to the extent that any such disclosures are required by Applicable Laws, including as may be required in connection with any filings required to be made with the United States Securities and Exchange Commission or by the disclosure policies of a major stock exchange to which such Party is subject. In the case of any such required disclosure, such Party must provide the other Parties with at least ten (10) days' prior written notice of any such disclosure, including what such Party intends to disclose relating to any other Party, this Agreement or the transactions contemplated hereunder, and such Party shall limit such disclosure to the extent consistent with the Applicable Law requiring the disclosure. In any public statement identifying any Party, the Party making the announcement must use only the logos or other marks obtained directly from the Party owning such logos or other marks.

13.2 Notices. Any notice under this Agreement will be in writing and will be delivered in person or mailed, by registered or certified mail, properly addressed, and stamped with the required postage, to the intended recipient as follows:

If to Q30 or Q30 Parent: Q30 Sports Science, LLC/Q30 Sports, LLC
Attn: CEO
11 Grumman Hill Road
Wilton, CT 06897

with a copy to:	Q30 Sports Science, LLC/Q30 Sports, LLC Attn: General Counsel 11 Grumman Hill Road Wilton, CT 06897
If to PSG:	PSG Innovation Corp. 199 Bay Street Suite 5300, Commerce Court West Toronto ON M5L 1B9 Canada
with a copy to:	Performance Sports Group Ltd. Attn: General Counsel 100 Domain Drive Exeter, NH 03833 USA

Any Party may change its address specified in this Section 13.2 by giving the other Parties notice of such change in accordance with this Section 13.2.

13.3 Non-Waiver. The failure of any Party to insist upon or enforce strict performance by any other Party of any of the provisions of this Agreement, or to exercise any right or remedy under this Agreement, will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights or remedies in that of any other instance; rather, the same will be and remain in full force and effect. Any waiver of any provision of this Agreement must be in writing and signed by the Party to be bound thereby.

13.4 Relationship of the Parties. Each Party is an independent contractor and not a partner, agent or fiduciary of the other Parties. This Agreement will not be interpreted or construed as creating or evidencing any partnership, agency or fiduciary relationship between the Parties or as imposing any partnership, agency or fiduciary obligation or liability upon either Party.

13.5 Assignment. This Agreement will inure to the benefit of and be binding upon the Parties and their successors and assigns; provided, however, that neither Party will have the right to assign any rights or obligations hereunder without the express prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned. For the avoidance of doubt, any merger, reorganization, consolidation or other similar type of corporate event of a Party will constitute an assignment under this Agreement. Any assignment of this Agreement will not relieve the assigning Party of its obligations under this Agreement, and the assuming party must agree in writing to be bound by all of the terms and conditions applicable to the assigning Party under this Agreement. Any attempted assignment in violation of this Section 13.5 shall be void.

13.6 Bankruptcy. It is the express intent of the Parties that the licenses granted under this Agreement are, and will otherwise be deemed to be, licenses of rights to intellectual property as set forth in Section 365(n) of the Bankruptcy Code (11 U.S.C. §§101 *et seq*.), and that all of

the Q30 Technology and Licensed Patents constitute "intellectual property" under Section 365(n) of the Bankruptcy Code or any successor to such section.

13.7 Compliance with Laws. In performing its respective rights and obligations under this Agreement, each Party will comply with all Applicable Laws.

13.8 Severability. This Agreement will be enforced to the full extent permitted by Applicable Laws. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision; (b) such provision will be void to the extent it is held to be invalid or unenforceable; (c) such provision will remain in effect to the extent it is not invalid or unenforceable; and (d) such invalidity or unenforceability will not affect any other provision of this Agreement. If the invalidity or unenforceability is due to the unreasonableness of the scope or duration of the provision, the provision will remain effective for such scope and duration as may be determined to be reasonable.

13.9 Governing Law; Jurisdiction and Venue. This Agreement will be governed, interpreted and controlled by the laws of the State of New York without regard to any conflicts of laws provisions thereof. Each Party irrevocably consents to the exclusive jurisdiction and venue in the state or federal courts located in New York County, State of New York in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement.

13.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13.11 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any and all prior and contemporaneous communications, understandings and agreements, oral or written, except for the Trademark License Agreement and the Equity Agreement. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the Party to be bound thereby.

13.12 Right of First Negotiation. If, during the Term, (i) Q30 or Q30 Parent desires to transfer or sell all or substantially all of its equity or assets, or sell, assign, transfer or otherwise dispose of, in whole or in part, including any transaction in a change in the control of the company, all of its rights to the Q30 Technology or any other assets related to the Products, or assign the TBI Agreement to a Third Party, or (ii) a Third Party initiates such discussions with Q30 and Q30 is interested in entertaining such discussions (both (i) and (ii) are collectively referred to as a "***Business Opportunity***"), then Q30 will promptly notify PSG in writing thereof, with such notice containing a reasonably complete summary of reasonably available information necessary to evaluate the Business Opportunity; provided, however, that Q30 shall not be obligated to disclose to PSG the identity of any such Third Party or any confidential or

proprietary information of such Third Party. If PSG indicates interest in pursuing the Business Opportunity by providing Q30 with written notice thereof within ten (10) business days of PSG's receipt of Q30's written notice, the Parties will negotiate in good faith to enter into a definitive agreement with respect to such Business Opportunity. If the Parties are unable to enter into a definitive agreement within sixty (60) days (or such longer period as determined by Q30 in its sole and absolute discretion) after Q30's receipt of PSG's written indication of interest, or if PSG does not so indicate an interest in pursuing the Business Opportunity by providing written notice thereof within the ten (10) business day period, Q30 will be free to execute such Business Opportunity with a Third Party on terms substantially consistent with the Business Opportunity as presented to PSG hereunder. In no event shall Q30 be obligated to enter into any such transaction with PSG. Notwithstanding anything in this Agreement to the contrary, any Business Opportunity entered into by Q30 with a Third Party will be subject to PSG's rights under this Agreement. Notwithstanding anything to the contrary herein, in no event shall the terms of this Section apply with regard to any transfer, sale, assignment or other disposal of any equity, rights, licenses or other assets by Q30 to any Affiliate in connection with a corporate reorganization in which Q30 Parent retains control over the resulting entities.

13.13 Further Assurances. Each Party will execute, acknowledge and deliver such further instruments, and do all such other ministerial, administrative or similar acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

[The remainder of the page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the Parties have duly entered into this Agreement as of the Effective Date.

Q30 Parent:

Q30 Sports Science, LLC

By: _____
Name: Thomas Hoey
Title: Co-CEO

PSG:

PSG Innovation Corp.

By: _____
Name: Kevin Davis
Title: President

Q30:

Q30 Sports, LLC

By: _____
Name: Thomas Hoey
Title: Co-CEO

IN WITNESS WHEREOF, the Parties have duly entered into this Agreement as of the Effective Date.

Q30 Parent:

Q30 Sports Science, LLC

By: _____
Name: Thomas Hoey
Title: Co-CEO

PSG:

PSG Innovation Corp.

By: _____
Name: Kevin Davis
Title: President

Q30:

Q30 Sports, LLC

By: _____
Name: Thomas Hoey
Title: Co-CEO

Exhibit A to

Exclusive License Agreement

Licensed Patents

1. US Application No. 12/807,677; Patent No. 8,985,120

2. US Application No. 12/931,415

    - Foreign Filings: PCT US2011/055783; Canada Patent No. 2,823,184; New Zealand IP No. 613,566; Australia, pending; Eurasia, pending; Europe, pending.

3. US Application No. 13/489,536

    - Foreign Filings: PCT US2012/040985; Australia, pending; Brazil, pending; Canada, pending; Europe, pending; India, pending; Japan, pending; Mexico, pending; New Zealand, pending.

4. US Application No. 13/842,273

5. US Application No. 13/841,195; Patent No. 8,900,169

    - Foreign Filings: US2014/028004; Australia, Patent No. 2,013,202,088; Australia Div, pending; Canada, Patent No. 2,812,131; Canada Div, pending; Europe, pending; Chile, pending; Brazil, pending; Eurasia, pending; Israel, pending; India, pending; Japan, pending; Mexico, pending; New Zealand.

6. US Application No. 14/317,282

    - Foreign Filing: PCT US2015/037753

7. US Application No. 14/537,781 (CON of 8,900,169)

8. US Application No. 14/620,369 (CON of 8,985,120)

9. US Application No. 14/861,582 (CON of 12/931,415)

10. US Application No. 14/863,329 (CON of 13/842,273)

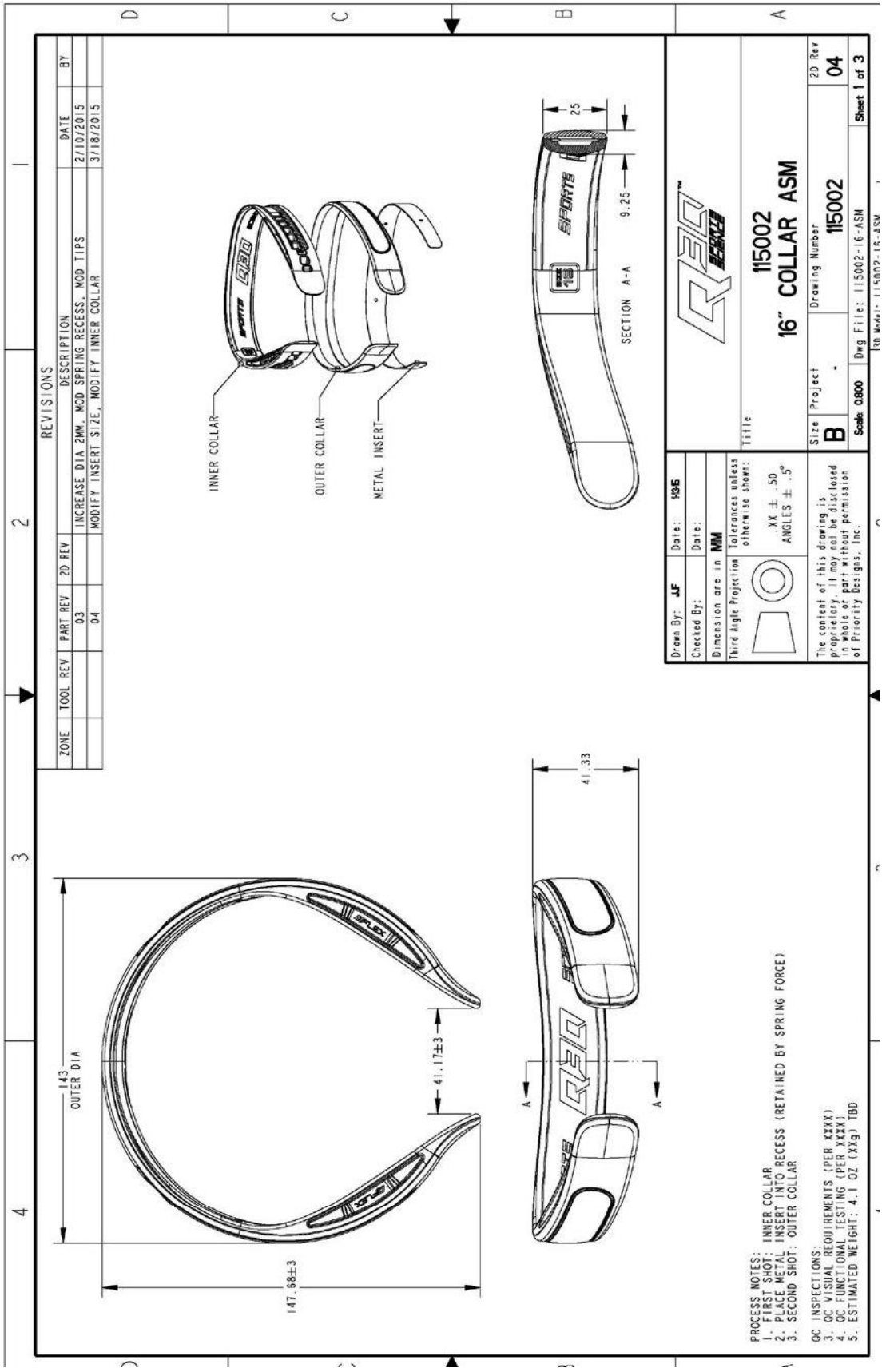
Exhibit B to

Exclusive License Agreement

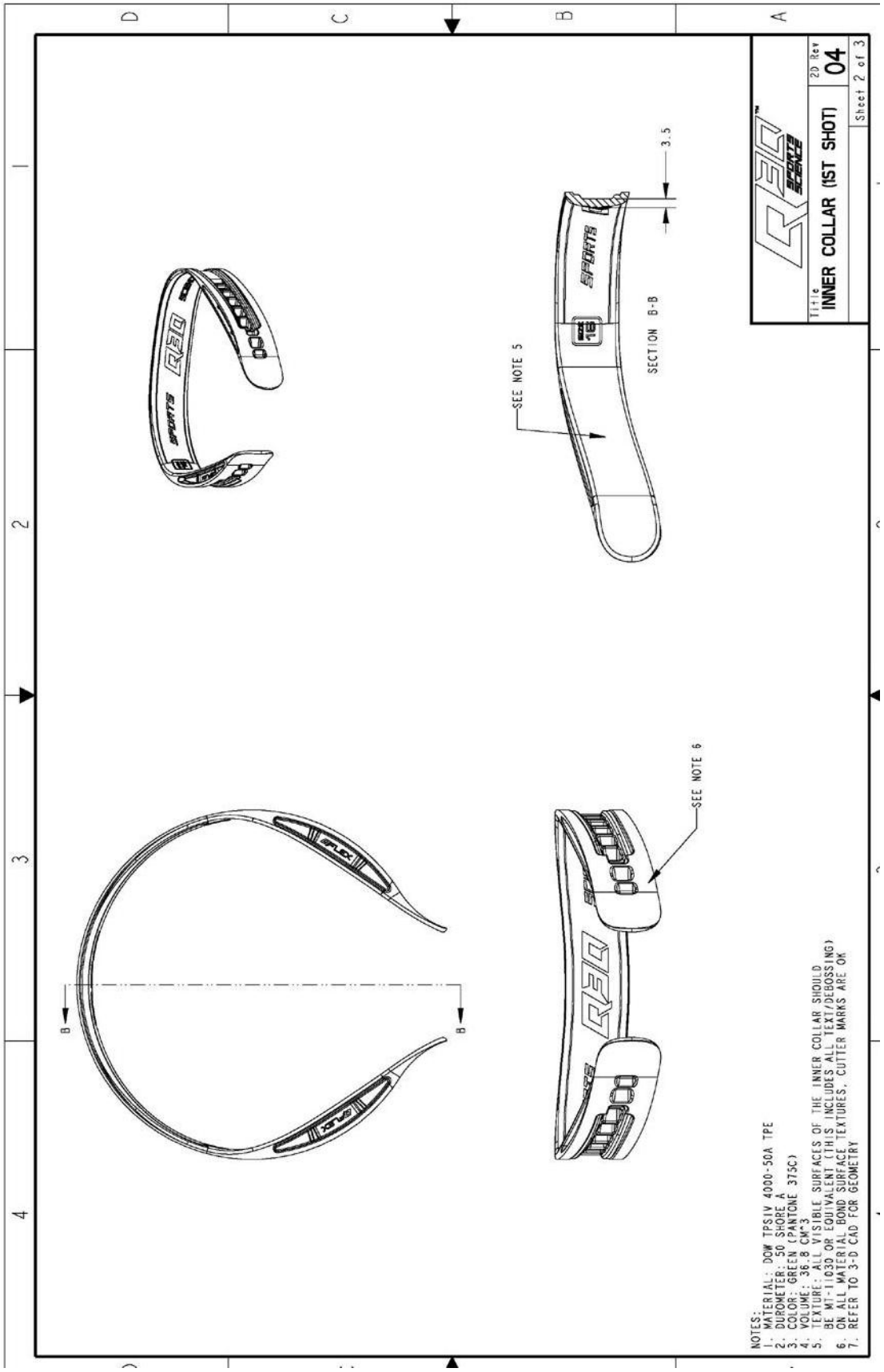
Product Specifications

[Attached]

Execution Copy



Execution Copy



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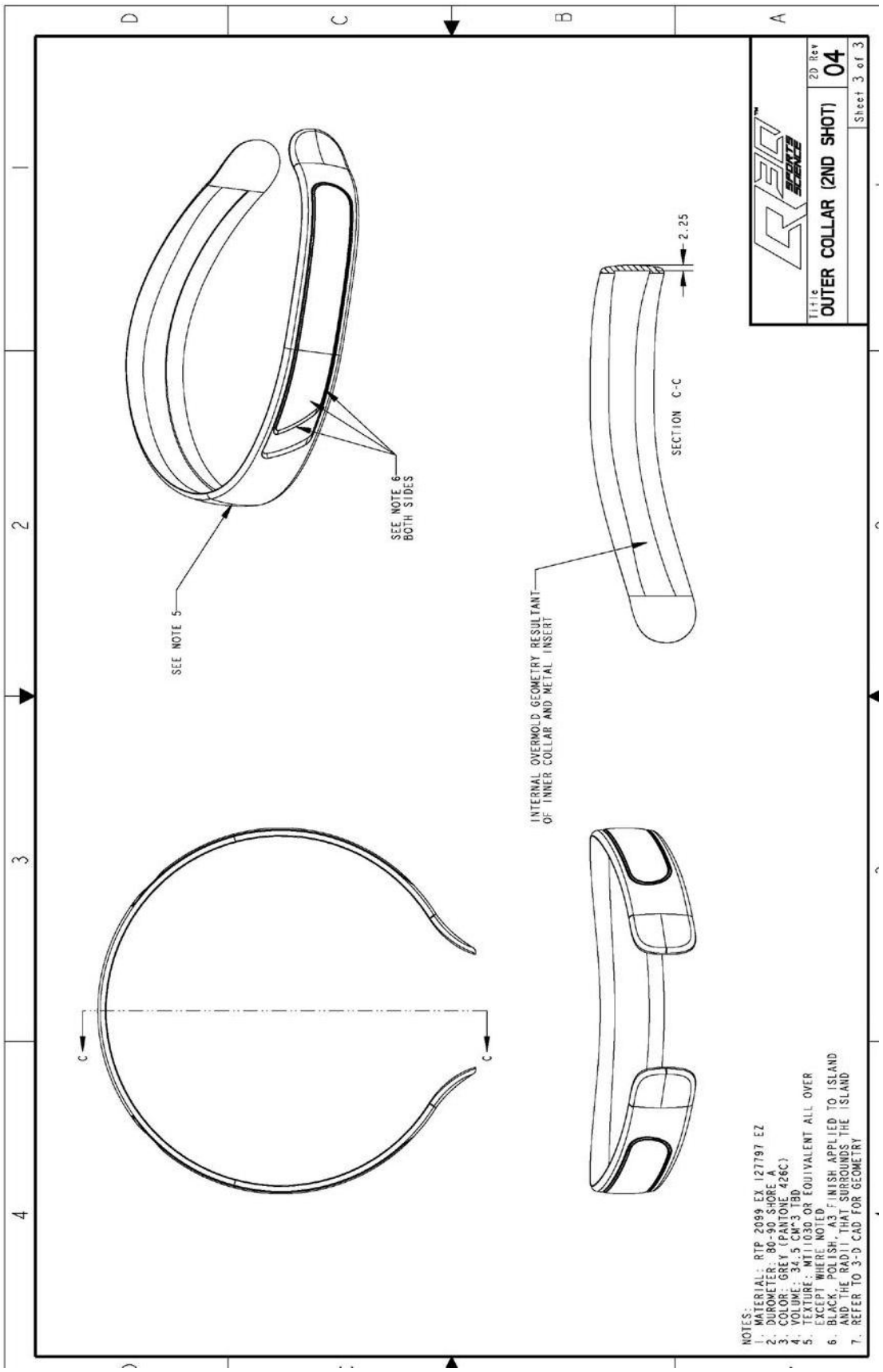

Exhibit C to

Exclusive License Agreement

Fees and Royalties to be paid by PSG

Initial commercialized product in the US and Canada

\$15/unit for the first 3 years on the market in each Market; \$10/unit thereafter.

Future commercialized Products based on Q30 Technology (regardless of which Party was responsible for its development)

16.67% of Net Sales for the first 3 years on the market in each Market; 11.11% of Net Sales thereafter

Ancillary Products

7% of Net Sales if such Ancillary Product practices any Licensed Patent; 3.5% of Net Sales if such Ancillary Product does not practice any Licensed Patent

For purposes of this Exhibit C, "***Net Sales***" shall mean PSG's or the applicable sublicensee's or assignee's wholesale price of the Products and Ancillary Products less customary trade discounts and allowances and returns of damaged goods, all of such deductions not to exceed in any Fiscal Quarter (a) with respect to any transfers or distributions to Affiliates or any direct-to-consumer sales, three percent (3%) of the aggregate wholesale price of such transfers, distribution and sales, and (b) with respect to any other transfers, distribution and sales, six percent (6%) of the aggregate wholesale price of such transfers, distribution and sales. Except for those deductions specifically allowed by this paragraph, no deductions shall be permitted from the wholesale price in calculation of Net Sales, including but not limited to deductions for bad debts, taxes of any kind, or the costs of manufacturing, distributing or promoting the Products and Ancillary Products. Any transfers or distributions of Products or Ancillary Products to any Affiliate of PSG or direct to consumers shall be deemed to be sales made at the published wholesale price and discount as per valid sales programs within the Market at the time of such transfer or distribution.

Execution Copy

Exhibit D to

Exclusive License Agreement

Form of Royalty Report

PSG Innovation --- Q30 Sports
Quarterly Royalty Report
Period: _____

PRODUCTS		Units Sold	Gross Wholesale Sales	Discounts	Damage	Returns	Net Sales	Royalty Rate	Royalty Fee
US	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0
Canada	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0
United Kingdom	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0
Europe	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0
Australia	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0

Other (Identify)	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0
Collar totals		0	0	0	0	0	0	0	0
Demo/Promotion Collars									

ANCILLARY PRODUCTS		**Units Sold**	**Gross Wholesale Sales**	**Discounts**	**Damage**	**Returns**	**Net Sales**	**Royalty Rate**	**Royalty Fee**
US	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0
Canada	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0
United Kingdom	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0
Europe	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0
Australia	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0

Other (Identify)	Month 1								
	Month 2								
	Month 3								
	Total	0	0	0	0	0	0	0	0
Ancillary Totals		0	0	0	0	0	0	0	0
Demo/Promotion Products		0	0	0	0	0	0	0	0
QUARTERLY TOTALS		0	0	0	0	0	0	0	0

Exhibit B

Execution Copy

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (this "***Agreement***") is made effective as of October 15, 2015 (the "***Effective Date***") by and between Q30 Sports Science, LLC, a Delaware limited liability company ("***Licensor***"), and PSG Innovation Corp., a Canadian corporation ("***Licensee***"). Licensor and Licensee are each a "***Party***" to this Agreement and collectively, the "***Parties***" to this Agreement.

WHEREAS, the Parties have entered into that Exclusive License Agreement, effective as of October 15, 2015 (the "***Q30 Technology Agreement***") by and among Licensor, Licensee and Q30 Sports, LLC ("***Q30 Sports***"), whereby Q30 Sports has granted to Licensee certain rights related to the Q30 Technology (as defined in the Q30 Technology Agreement);

WHEREAS, this Agreement assumes that the Q30 Technology Agreement is active and effective, and is not intended to continue in the event that the Q30 Technology Agreement expires or is terminated for any reason;

WHEREAS, to enable Licensee to brand the Products and Ancillary Products (as defined in the Q30 Technology Agreement) with brands and marks owned by Licensor, Licensor has agreed to license to Licensee the Trademarks (as defined below) in accordance with the terms and conditions of this Agreement; and

WHEREAS, Licensee desires to receive the right to use the Trademarks in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Definitions.

   1.1. "***Trademarks***" means the trademarks, service marks, trade names, logos and identifiers specifically identified on Schedule A hereto, as may be amended from time to time by mutual written agreement of the Parties.

   1.2. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Q30 Technology Agreement.

2. License Grant.

   2.1. License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term of this Agreement an exclusive, limited, worldwide, royalty-free, and non-transferable (except as permitted hereunder) right and license to use, display, publish and otherwise exploit the Trademarks in connection with the marketing, advertising, sale, manufacturing, packaging, other disposition and commercialization of Products and Ancillary Products in the Field of Use; provided, however, that notwithstanding the foregoing, PSG shall not use, display, publish or otherwise exploit the Trademarks in any country in any Market other than those countries identified on Schedule A hereto without first obtaining Licensor's prior written approval and providing Licensor an opportunity to assess availability of the Trademarks in such country. Notwithstanding the foregoing,

Licensor may use the Trademarks in the Field of Use in order to conduct testing and/or obtain regulatory approval. Licensor may also use the Trademarks to advertise and promote its business generally, including, but not limited to on the internet, without restriction but subject to the terms of the Q30 Technology Agreement.

2.2. Sublicenses. Licensee may only grant a sublicense of any of the rights granted to Licensee under this Agreement in connection with a sublicense under Section 2.2 of the Q30 Technology Agreement. Each sublicense must be documented by a written agreement consistent with (but, in any event, no less restrictive than) the terms and conditions of this Agreement, and Licensor must be expressly permitted (but shall not be required) to exercise and enforce as a third party intended beneficiary all rights against any sublicensee as if such sublicensee were Licensee under this Agreement. All such sublicenses shall terminate automatically upon (i) any termination or expiration of this Agreement; or (ii) any termination or expiration of the respective sublicensee's sublicense under the Q30 Technology Agreement. Any act or omission of a sublicensee in violation of this Agreement shall constitute a breach by Licensee of this Agreement. Licensee agrees that any attempt to sublicense any rights in violation of this Section 2.2 shall be: (a) a material breach of this Agreement; and (b) such sublicense agreement shall be null and void. Licensee also agrees not to apply for registration of, register, or use any of the trademarks listed on Schedule A (or trademarks confusingly similar thereto) in any jurisdiction or as an Internet or Web site address, a Uniform Resource Locator or as a domain name, unless it receives Licensor's prior written consent.

3. Quality Control and Quality Standards. Licensee shall use the Trademarks only in accordance with written guidelines for use prescribed by Licensor and provided to Licensee, and on Products manufacturered in accordance with the Q30 Technology Agreement. Licensee shall have the right to create its own advertising, packaging, and promotional materials using the Trademarks in connection with the marketing, advertising, sale, packaging, manufacturing, other disposition and commercialization of Products and Ancillary Products in the Field of Use. Upon Licensor's prior written request, Licensee shall submit for Licensor's inspection samples of materials utilizing the Trademarks. Licensor will not unreasonably withhold, delay or condition its approval of Licensee's use of the Trademarks, provided that such use is in accordance with this Agreement. In order to preserve the validity and integrity of the Trademarks and to assure that Licensee is properly employing the same, Licensor or its agents shall have the right of entry and inspection of Licensee's premises during regular business hours and upon a minimum of ten (10) days' prior written notice. Licensor shall have the right to observe the manner in which Licensee is using the Trademarks and applying the same to Products, Ancillary Products or associated marketing, advertising, packaging or other materials, to confer with Licensee's employees and customers, to make certain that the Products and Ancillary Products branded with the Trademarks are satisfactory and meet the quality control provisions established by Licensor, provided, Licensor shall exercise the foregoing rights in a manner and at times which are reasonable and shall not unduly interfere with the normal business operations of Licensee. Licensor acknowledges and agrees that, prior to any inspection of Licensee's premises, it shall be reasonable for Licensee to require Licensor and any of its agents conducting such inspections to enter into non-disclosure agreements to protect the confidentiality of

Licensee's operations and procedures. Further, Licensee covenants and agrees that all advertising, marketing and promotional materials, activities of Licensee (directly or through others) in the marketing, advertising, sale, packaging, manufacturing, other disposition and commercialization of Products and Ancillary Products branded with the Trademarks, will comply with all Applicable Law.

4. Intellectual Property Rights and Legal Compliance. Licensee acknowledges that Licensor is the owner of the Trademarks, and that Licensee does not have, and by reason of this Agreement does not acquire, any right or title in or to the Trademarks other than as expressly licensed under this Agreement. The initial use of any of the Trademarks by Licensee or its sublicensees must be approved in writing by Licensor prior to such initial use. Licensor shall promptly provide notice of its approval or disapproval of such use, which approval shall not be unreasonably withheld or conditioned. Licensee shall not be required to obtain Licensor's approval for any use of the Trademarks that is consistent with the initial use approved by Licensee. Without limitation of the foregoing, Licensee hereby assigns to Licensor any right, title, and interest that Licensee or its sublicensees may have now or hereafter acquire in and to the Trademarks, including any intellectual property rights embodied therein. All use by Licensee and its sublicensees of the Trademarks and all goodwill generated thereby shall inure solely to the benefit of Licensor, and the Trademarks shall be owned and registrable solely by Licensor. Licensee shall not, at any time during the Term and thereafter, do or cause to be done any act or thing that can reasonably be expected to adversely affect any rights of Licensor in and to the Trademarks or any applications or registrations therefor. Licensee shall cooperate fully and in good faith with Licensor, at Licensor's sole cost and expense (except as otherwise provided in Section 5 below), for the purpose of securing and protecting Licensor's rights in the Trademarks. Licensor reserves all rights, including all rights in and to its other trademarks, not expressly granted in this Agreement.

5. Intellectual Property Rights Cooperation and Allocation of Fees. Licensee will cooperate with Licensor in connection with the prosecution, maintenance and enforcement of the Trademarks within the Field of Use. Unless otherwise agreed in writing by the Parties, Licensor and Licensee will each be responsible for payment of fifty percent (50%) of all fees associated with the prosecution and maintenance of the Trademarks in any country other than those set forth on Schedule A. In the event that a Party pays more than its share of such fees during any Fiscal Quarter during the Term, such Party may invoice the other Party for the amount equal to such Party's overpayment of such fees and the Party that has underpaid its share of such fees will reimburse the other Party accordingly.

6. Relationship Between the Parties. The relationship between the Parties hereto is that of Licensor and Licensee. It is not the intention of this Agreement, nor of the Parties hereto, to create a partnership, joint venture, franchise, master-servant, principal-agent, or other relationship whatsoever, and this Agreement shall not be construed as establishing any of the aforementioned relationships between the Parties hereto. Neither Party may be held liable for any acts of either omission or commission of the other Party, and neither Party is authorized to or has the power to obligate or bind the other Party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

7. Term and Termination. The term of this Agreement shall be co-terminus with the Q30 Technology Agreement (the "***Term***"), unless earlier terminated in accordance with the provisions of this Section. This Agreement may be terminated: (a) at any time upon mutual

agreement of the Parties; (b) upon any expiration or termination of the Q30 Technology Agreement for any reason; or (c) by either Party that gives the other Party thirty (30) days prior written notice upon discovery of a material breach of the Agreement by the other Party, including, but not limited to, a breach of the provisions of paragrah 3 above, which breach is not cured by the breaching Party within that thirty (30) day period. Upon termination of this Agreement and unless permitted by another written agreement between the Parties, Licensee shall discontinue all use of the Trademarks (including, without limitation, any confusingly similar trademarks) in all forms and media and shall destroy all media utilizing the Trademarks or remove the Trademarks from such media; provided, that, Licensee and its authorized sublicensees may, for a period of nine (9) months after the terminaton of this Agreement, sell all Products branded with the Trademarks which may then-currently be held in inventory and not sold as of the effective date of termination (collectively, "***Branded Inventory***"). In the event that Licensee's rights with respect to an individual Market are terminated under the Q30 Technology Agreement, then all of Licensee's rights with respect to the use of the Trademarks in such Market under this Agreement shall terminate, provided that Licensee and its authorized sublicensees may, for a period of nine (9) months sell Branded Inventory in such Market. Nothing in this Section shall preclude Licensee from exercising its rights under Section 6.8.3 of the Q30 Technology Agreement, provided that Licensee and its sublicensees remain in compliance with the terms and conditions of this Agreement during any such period (notwithstanding any expiration or termination hereof).

8. Representations and Warranties.

   8.1. Licensor. Licensor represents and warrants to Licensee that it (i) has the full power and authority to enter into and perform this Agreement, and (ii) it has the right to grant to Licensee the rights to use the Trademarks in accordance with this Agreement.

   8.2. Licensee. Licensee represents and warrants to Licensor that it has the full power and authority to enter into and perform this Agreement.

9. Indemnification.

   9.1. Licensee will defend and indemnify Licensor, Q30 Sports and their Affiliates from and against any and all liabilities, damages, penalties, fines, costs, expenses (including reasonable attorneys' fees and other expenses of litigation) arising from any claims, actions, suits or proceedings brought by a Third Party ("***Claims***") arising from, or occurring as a result of: (i) Licensee's or its sublicensees' unauthorized use of the Trademarks; (ii) any breach of this Agreement by Licensee or any of its Affiliates, sublicensees, consultants and contractors; (iii) Licensee's or its sublicensees' violation of Applicable Law; or (iv) the negligence, gross negligence or willful misconduct of Licensee.

   9.2. Licensor will defend and indemnify Licensee and its Affiliates from and against any and all liabilities, damages, penalties, fines, costs, expenses (including reasonable attorneys' fees and other expenses of litigation) arising from any Claims brought by a Third Party arising from, or occurring as a result of: (i) the infringement or alleged infringement of a Third Party's intellectual property rights as a result of the use of the Trademarks by Licensee or its sublicensees in conformance with the terms of this Agreement; (ii) any breach of this Agreement

by Licensor or any of its Affiliates or agents; (iii) Licensor's or its agents' violation of Applicable Law; or (iv) the negligence, gross negligence or willful misconduct of Licensor. In the event an action as described in Section 9.2(i) is either threatened or filed against either Licensor or Licensee, Licensee agrees to immediately stop using any Trademark subject to the action, upon written request by Licensor.

10. Disclaimer and Limitation of Liability.

10.1. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 8 ABOVE, EACH PARTY HEREBY DISCLAIMS AND THE OTHER PARTY HEREBY WAIVES ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF THE OTHER PARTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE WITH REGARD TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

10.2. EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, ANY DAMAGES ARISING OUT OF A PARTY'S VIOLATION OF APPLICABLE LAWS, AND ANY DAMAGES ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL: (A) EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY LOSS OF PROFITS OR BUSINESS, LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED FIVE MILLION DOLLARS ($5,000,000).

10.3. Any indemnification under this Agreement will follow the indemnification procedures set forth in Section 9.4 of the Q30 Technology Agreement.

11. Assignment. This Agreement will inure to the benefit of and be binding upon the Parties and their successors and assigns; provided, however, that neither Party will have the right to assign any rights or obligations hereunder without the express prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned. For the avoidance of doubt, any merger, reorganization, consolidation or other similar type of corporate event of a Party will constitute an assignment under this Agreement. Any assignment of this Agreement will not relieve the assigning Party of its obligations under this Agreement, and the assuming party must agree in writing to be bound by all of the terms and conditions applicable to the assigning Party under this Agreement. Any attempted assignment in violation of this Section 11 shall be void.

12. Notices. Any notice under this Agreement will be delivered in accordance with Section 13.2 of the Q30 Technology Agreement.

13. Miscellaneous.

13.1. Entire Agreement. This Agreement, together with any exhibits and schedules attached hereto, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any and all prior and contemporaneous communications, understandings and agreements, oral or written, except for the Q30 Technology Agreement and the Equity Agreement. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the Party to be bound thereby.

13.2. Non-Waiver. The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any right or remedy under this Agreement, will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights or remedies in that of any other instance; rather, the same will be and remain in full force and effect. Any waiver of any provision of this Agreement must be in writing and signed by the Party to be bound thereby.

13.3. Severability. This Agreement will be enforced to the full extent permitted by Applicable Laws. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision; (b) such provision will be void to the extent it is held to be invalid or unenforceable; (c) such provision will remain in effect to the extent it is not invalid or unenforceable; and (d) such invalidity or unenforceability will not affect any other provision of this Agreement. If the invalidity or unenforceability is due to the unreasonableness of the scope or duration of the provision, the provision will remain effective for such scope and duration as may be determined to be reasonable.

13.4. Governing Law; Jurisdiction and Venue. This Agreement will be governed, interpreted and controlled by the laws of the State of New York without regard to any conflicts of laws provisions thereof. Each Party irrevocably consents to the exclusive jurisdiction and venue in the state or federal courts located in New York County, State of New York in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement.

13.5. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have duly entered into this Agreement as of the Effective Date.

Licensor:

Q30 Sports Science, LLC

By: _____

Name: Thomas Hoey

Title: Co-CEO

Licensee:

PSG Innovation Corp.

By: _____

Name: Kevin Davis

Title: President

IN WITNESS WHEREOF, the Parties have duly entered into this Agreement as of the Effective Date.

Licensor:	Licensee:
Q30 Sports Science, LLC	PSG Innovation Corp.
By: _____	By: _____
Name: Thomas Hoey	Name: Kevin Davis
Title: Co-CEO	Title: President

Schedule A

Trademarks

***The Parties will confer on additional trademark filings and jurisdictions in writing, on a case by case basis and will amend Schedule A accordingly.**

Mark	Country	Appl. No./ Appl. Date	Registration No./ Registration Date	Class – Goods/Services
Q30	Australia	1679839 3/10/2015		Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 25 – Clothing, namely, shirts Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports
Q30	Canada	1679019 5/29/2014		Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 25 – Clothing, namely, shirts Class 28 – Sports equipment, namely, neck collar to be worn during contact sports
Q30	European Community	13102603 7/22/2014	13102603 12/15/2014	Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 25 – Clothing, namely, athletic shirts Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports
Q30	United States of America	86/179,126 1/29/2014		Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 25 – Clothing, namely, athletic shirts Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports
QCHECK	Australia	1721820 9/16/2015		Class 9 – Electronic measuring device comprising springs, wires, a battery and a digital display for determining correct adjustment of a protective neck collar to

Mark	Country	Appl. No./ Appl. Date	Registration No./ Registration Date	Class – Goods/Services
				be worn during contact sports, not for medical purposes
QCHECK	Canada	1746188 9/16/2015		Class 9 – Electronic measuring device comprising springs, wires, a battery and a digital display for determining correct adjustment of a protective neck collar to be worn during contact sports, not for medical purposes Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports
QCHECK	European Community	14562706 9/16/2015		Class 9 – Electronic measuring device comprising springs, wires, a battery and a digital display for determining correct adjustment of a protective neck collar to be worn during contact sports, not for medical purposes Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports
QCHECK	United States of America	86/565,733 3/16/2015		Class 9 – Electronic measuring device comprising springs, wires, a battery and a digital display for determining correct adjustment of a protective neck collar to be worn during contact sports, not for medical purposes
Q-COLLAR	Australia	1679841 3/10/2015		Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports
Q-COLLAR	Canada	1679036 5/29/2014		Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 25 – Clothing, namely, shirts

Mark	Country	Appl. No./ Appl. Date	Registration No./ Registration Date	Class – Goods/Services
				Class 28 – Sports equipment, namely, neck collar to be worn during contact sports
Q-COLLAR	Canada	1679036 5/29/2014		Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 25 – Clothing, namely, shirts Class 28 – Sports equipment, namely, neck collar to be worn during contact sports
Q-COLLAR	European Community	13102819 7/22/2014	13102819 12/15/2014	Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 25 – Clothing, namely, shirts Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports
Q-COLLAR	United States of America	86/226,138 3/19/2014		Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 25 – Clothing, namely, shirts Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports
Q-FLEX	Australia	1669561 1/19/2015	1669561 4/20/2015	Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports
Q-FLEX	Canada	1711809 1/21/2015		Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force Class 25 – Clothing, namely, shirts Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports
Q-FLEX	European Community	13651526 1/19/2015	13651526 5/4/2015	Class 10 – Medical device, namely, neck collar to be worn to reduce brain movement and the effects of a

Mark	Country	Appl. No./ Appl. Date	Registration No./ Registration Date	Class – Goods/Services
				concussive force Class 25 – Clothing, namely, shirts Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports
Q-FLEX	United States of America	86/561,115 3/11/2015		Class 10 – Medical devices, namely, neck collar to be worn to reduce brain movement and the effects of a concussive force
Q-FLEX	United States of America	86/343,477 7/21/2014		Class 28 – Sports equipment, namely, protective neck collars to be worn during contact sports

Exhibit C

Execution Copy

INDEPENDENT CONTRACTOR AGREEMENT

The **INDEPENDENT CONTRACTOR AGREEMENT** is made as of this 15th day of October, 2015 (the "Effective Date") by and between **PSG INNOVATION CORP.**, a Canadian corporation having a place of business at 199 Bay Street, Suite 5300, Commerce Court West, Toronto, ON M5L 1B9 Canada ("PSG" or the "Company") and Thomas Hoey, an individual residing at 80 Margemere Drive, Fairfield, CT 06824 (the "Independent Contractor").

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **Business Services**.

(a) The Independent Contractor shall provide to PSG advice and services in connection with certain products incorporating intellectual property licensed by PSG from Q30 Sports, LLC ("Products") including the implementation, adjustment and refinement of manufacturing processes to facilitate the manufacture of Products, and research and development, Product development, sales & marketing strategies, business development, public relations and R&D testing of the Products (the "Business Services"). While it is understood that the Independent Contractor shall not be required to perform the Business Services on a full-time basis, the Independent Contractor shall perform the Business Services in accordance with the time frame required by PSG in a manner consistent with the terms of that certain Exclusive License Agreement by and among PSG, Q30 Sports, LLC ("Q30") and Q30 Sports Science, LLC (the "License Agreement"). The Independent Contractor shall perform the Business Services using the degree of skill, professionalism and care consistent with industry standards.

(b) The Independent Contractor represents and warrants to PSG that the Independent Contractor's entering into this Agreement and its performance of the Business Services does not and shall not conflict with any prior obligations of the Independent Contractor to any third party. The Independent Contractor agrees not to disclose to or use on behalf of PSG any confidential or proprietary information belonging to any third party in performing the Business Services (including current and prior business entities with whom Independent Contractor is or was previously associated, employers, employees and clients), unless written authorization from the third party is first obtained in form and substance satisfactory to PSG or unless such information is disclosed pursuant to the License Agreement.

2. **Relationship of the Parties**. In performing the Business Services, the Independent Contractor shall be deemed to be and shall be an independent contractor, and not a joint venturer, partner, employee or agent with or of PSG. Without limiting the generality of the foregoing, the Independent Contractor shall have no right, power or authority to act on behalf of PSG or to bind PSG, contractually or otherwise. In connection with performance of the Business Services, the Independent Contractor shall be entitled only to the compensation described in Section 4 and the corresponding documents, and to no other compensation or benefits. The Independent Contractor shall be solely and exclusively responsible for any and all state and federal taxes, withholding, FICA, FUTA or other payments due on the compensation paid to the

Independent Contractor pursuant hereto. This Agreement is personal to the parties and the Independent Contractor shall not employ employees and/or agents to perform the Business Services without PSG's prior written consent.

3. **Term; Termination**.

(a) The term of this Agreement shall commence as of the Effective Date and unless sooner terminated as provided herein, shall continue for a period of twenty-four (24) months (the "Initial Term"). Unless one party delivers written notice to the other at least thirty days prior to the end of the Initial Term, this Agreement shall continue for another twelve months (or until sooner terminated as provided herein) (the "Renewal Term," and together with the Initial Term, the "Term").

(b) Either party may terminate this Agreement in the event of the termination of the License Agreement for any reason.

(c) PSG may terminate this Agreement immediately upon written notice to Independent Contractor in the event of any of the following ("Cause"):

(i) Fraud, embezzlement, or theft by Independent Contractor;

(ii) Willful misconduct by Independent Contractor that would, in PSG's reasonable opinion, be expected to be damaging to the Company, its reputation, products, services, or customers and such misconduct, if curable, has not been cured within fifteen (15) days after PSG provides written notice to the Independent Contractor of such misconduct;

(iii) Independent Contractor's intentional violation of any law or regulation if such violation would, in PSG's reasonable opinion, be expected to be damaging to the Company, its reputation, products, services, or customers and such violation, if curable, has not been cured within fifteen (15) days after PSG provides written notice to the Independent Contractor of such violation;

(iv) Any unauthorized disclosure by Independent Contractor of any trade secret or confidential information of PSG or its affiliated companies;

(v) Independent Contractor's material breach of its obligations under this Agreement, provided that the Independent Contractor fails to cure such breach within fifteen (15) days after PSG provides written notice to the Independent Contractor of such breach; or

(vi) Independent Contractor being indicted for, or pleading *nolo contendere* to, any felony or a misdemeanor involving moral turpitude.

(d) The Independent Contractor may terminate this Agreement immediately upon written notice to PSG in the event of PSG's material breach of its obligations under this Agreement, provided that PSG fails to cure such breach within fifteen (15) days after the Independent Contractor provides written notice to PSG of such breach.

4. **Compensation**. As full and complete consideration for the services performed by Independent Contractor under this Agreement, Independent Contractor shall be granted an option to purchase a total of 100,000 common shares of Performance Sports Group Ltd. (the "Shares") vesting over a three (3) year period with a per Share exercise price equal to the fair market value of a Share on the date of grant (the "Options"), in accordance with and pursuant to the Performance Sports Group Ltd. Omnibus Equity Incentive Plan, as such plan may be amended from time to time (the "Plan"). The terms and conditions of such Options grant shall be as set forth in the Plan, except as expressly modified by the option agreement, the form of which is attached hereto as Exhibit A (the "Option Agreement"), which are specifically incorporated herein by reference. For greater certainty, in the event of termination of this Agreement in accordance with Section 3 above, the Options shall be treated in accordance with the terms and conditions of the Plan and the Option Agreement. The Options will be granted upon the opening of the first available trading window for the Shares following the Effective Date hereof and the Exercise Price (as defined in the Option Agreement) will be the closing price on the last trading day before the date of grant.

5. **Intellectual Property; Assignment of Rights**.

(a) Independent Contractor shall promptly and fully disclose to PSG all Intellectual Property (as defined in Section 6(b) below) conceived, created, developed or reduced to practice by Independent Contractor (whether acting alone or with others, and whether or not during normal business hours or on PSG's premises) during the Term, provided that the foregoing Intellectual Property: (i) relates, at the time of such conception, creation, development or reduction to practice, to PSG's then current or prospective business or activities or to its actual or demonstrably anticipated research or development; (ii) was developed, in whole or in part, while in the course of performing the Business Services for PSG or with the use of any of PSG's equipment, supplies, facilities or Confidential Information; or (iii) resulted directly from the Business Services (together, referred to as the "Assignable Intellectual Property").

(b) Independent Contractor hereby assigns, sets over and transfers, and agrees to assign, set over and transfer, to Q30 all of his right, title and interest in and to all Assignable Intellectual Property (such right, title and interest shall include (but not be limited to) all patent, copyright, trademark, trade secrecy and similar rights thereto). Independent Contractor shall, during and after the Term, upon reasonable request of PSG or Q30, cooperate fully in (i) obtaining patent, copyright, trademark, service mark or other proprietary protection for such Assignable Intellectual Property, all in the name of Q30 and, consistent with the terms of the License Agreement, at Q30's and/or PSG's expense, (including in such cooperation, without limitation, execution of all requested applications, assignments and other documents in furtherance of obtaining such protection and confirming full ownership by Q30 of such Assignable Intellectual Property, and also including Independent Contractor's irrevocable appointment hereby of Q30 as his attorney to execute and deliver any such documents on his behalf in the event he should fail or refuse to do so) and (ii) enforcing any patents, copyrights, trademarks, service marks or other rights in and to the Assignable Intellectual Property. Upon the termination or expiration of this Agreement, Independent Contractor shall provide to Q30 a signed written statement of all Assignable Intellectual Property.

6. **Confidential Information**.

(a) The Independent Contractor acknowledges and agrees that during the course of its performance under this Agreement, it may learn of, be exposed to or come into possession of certain "Confidential Information," as defined herein, developed or owned by PSG or entrusted to PSG by others. The Independent Contractor agrees that it will not, directly or indirectly, (i) use such Confidential Information except as required in the normal and proper course of performing the Business Services; (ii) disclose such Confidential Information to any other person, corporation or entity; or (iii) allow a third party access to such Confidential Information (except as otherwise may be required by law) without, in each case, obtaining the prior written approval of PSG. The foregoing restrictions shall continue to apply after the expiration or termination of this Agreement, regardless of the reasons therefor, and shall continue to apply for so long as the confidential nature of such information is maintained.

(b) For the purposes of this Agreement, Confidential Information shall mean: (i) financial information, including sales, profits, pricing methods and cost information; (ii) information with respect to products, services, systems, plans, processes, procedures, methods, and data files; (iii) customer, vendor and sources of supply lists, marketing plans, surveys and other marketing information; (iv) research and development, inventions, discoveries, developments, improvements, methods and processes, know-how, drawings, patterns, blueprints, specifications, designs, ideas, prototypes, models, samples, molds, casts, product briefs, algorithms, computer programs and software, compositions, works, concepts, trade secrets, formulae, writings and notes (all of the foregoing whether or not capable of patent, trademark or copyright protection), patents, copyrights, trademarks, trade names and patent, trademark, trade name and copyright applications (collectively, "Intellectual Property"); (v) information regarding any acquisition, divestiture or other business restructuring; and (vi) any other information which PSG treats or considers confidential.

(c) Notwithstanding the foregoing or anything to the contrary herein, Confidential Information shall not include any information that is: (i) available or becomes available from public sources or that is in the public domain, through no fault of the Independent Contractor; (ii) received by the Independent Contractor at any time from third parties without breach of a non-disclosure obligation to PSG; (iii) shown through proper documentation to have been developed independently by the Independent Contractor prior to the date of this Agreement or, during the Term, independently of his performance of the Business Services; (iv) readily discernible from publicly available products or literature; or (v) approved for disclosure by prior written permission of a corporate officer of PSG. For avoidance of doubt, Confidential Information of PSG shall not include any information that is confidential or proprietary to Q30 or its affiliates and disclosed to PSG pursuant to the License Agreement, all of which shall remain confidential information of Q30 or its affiliates pursuant to the terms of the License Agreement. Furthermore, nothing contained herein shall prohibit or otherwise restrict Independent Contractor's disclosure to Q30, or use by Q30, of any Assignable Intellectual Property and related Confidential Information in accordance with the terms of the License Agreement.

(d) The Independent Contractor agrees to protect all documents, records, tapes and other media in which the Confidential Information is contained (the "Confidential Documents"). The Independent Contractor further acknowledges and agrees that the Confidential Documents

are, and shall remain, the sole and exclusive property of PSG, except to the extent any such Confidential Documents constitute Assignable Intellectual Property or confidential information of Q30 or its affiliates. The Independent Contractor shall not copy any Confidential Documents or remove any Confidential Documents, or copies thereof, from PSG premises, except as required by the normal and proper course of performing the Business Services and except for purposes of making and providing copies thereof to Q30 and its affiliates as contemplated pursuant to the terms of Sections 5 and 6(c) above. The Independent Contractor agrees to return to PSG promptly upon request any and all property of PSG, including but not limited to the Confidential Documents and copies thereof (as applicable), in the Independent Contractor's possession or control; provided, however, that the foregoing shall not require the Independent Contractor to return any Confidential Documents or copies thereof which were furnished to Q30 or its affiliates as contemplated under this Agreement.

7. **Indemnification**. Each party (the "Indemnifying Party") shall indemnify, defend, protect and hold harmless the other party and its subsidiaries, affiliates, and the shareholders, directors, officers, employees and agents of each of the foregoing (the "Indemnitees"), from and against any and all claims, actions or causes of action brought against the Indemnitees by a third party ("Claims"), and all damages, losses, charges, liabilities and out-of-pocket costs and expenses, including judgments, fines, penalties, amounts paid in settlement and reasonable legal fees, arising out of such Claims, to the extent any such Claims arise as a result of, in respect of, in connection with or otherwise arise out of or in any way related to a breach of this Agreement by the Indemnifying Party, or the Indemnifying Party's gross negligence or willful misconduct.

8. **Amendment; Waiver**. This Agreement may not be amended or modified in any respect, except in writings signed by both parties. The failure of either party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of such party's right to insist upon strict adherence to such provision thereafter or to any other provision of this Agreement in any other instance. Any waiver shall be in writing signed by the party against whom such waiver is sought or enforced.

9. **Reformation; Severability**. The provisions of this Agreement shall be severable. If any provision of this Agreement shall be declared invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and such invalid or unenforceable provision shall be modified to the extent required to make it valid and enforceable to the maximum extent possible.

10. **Equitable Relief**. The Independent Contractor acknowledges and agrees that: (a) its breach of any provision of Section 5 or 6 hereof, in any instance, shall result in immediate and irreparable damage to PSG; (b) no adequate remedy at law exists for such damage; and (c) in the event of such breach, PSG shall be entitled to seek equitable relief by way of temporary, preliminary and permanent injunctions, and such other and further relief as any court of competent jurisdiction may deem just and proper, in addition to, and without prejudice to, any other relief to which PSG may be entitled.

11. **Governing Law and Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of laws provisions thereof. Each party hereby irrevocably consents to the exclusive jurisdiction

and venue in the state or federal courts located in New York County, State of New York for resolutions of all claims, differences and disputes which the parties may have regarding this Agreement.

12. **Notices, Approval, Etc.** Any notice, consent, approval or other communication under this Agreement shall be in writing and shall be considered given: (a) upon personal delivery by hand or by facsimile (with confirmation of facsimile receipt by receiver), (b) two (2) business days after being deposited with an "overnight" courier service; or (c) seven (7) business days after being mailed by registered or certified first class mail, return receipt requested, in each case addressed to the notified party at its address set forth below (or at such other address as such party may specify by notice to the other delivered in accordance with this Section):

If to PSG:	PSG Innovation Corp. 199 Bay Street, Suite 5300, Commerce Court West Toronto, ON M5L 1B9 Canada Attention: Kevin Davis, President cc: Vice President and General Counsel Fax No.: (603) 292-1505
If to Independent Contractor:	Thomas Hoey 80 Margemere Drive Fairfield, CT 06824

13. **Authorization and Ability to Execute**. Each party represents that the undersigned is duly authorized and empowered to sign this Agreement on its behalf.

14. **Assignability; Successors and Assigns**. Except as provided herein, neither party shall assign or transfer any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment, transfer or delegation in violation of this Section or by virtue of the operation of law shall be null and void and of no effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective successors and permitted assigns.

15. **Limitation of Liability**. IN NO EVENT SHALL: (A) EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY LOSS OF PROFITS OR BUSINESS, LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE NET VALUE OF THE COMPENSATION PROVIDED TO THE INDEPENDENT CONTRACTOR PURSUANT TO SECTION 4 (INCLUDING IN THE CASE

OF BOTH (A) AND (B) OF THIS SECTION 15, EACH PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7).

16. **Survival.** All representations, warranties, covenants and indemnities made herein, as well as Section 15, shall survive any termination or expiration of this Agreement and shall remain in full force and effect.

17. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, commitments and discussions with respect thereto, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as an instrument under seal by their duly authorized representatives as of the date first set forth above.

PSG INNOVATION CORP.	**INDEPENDENT CONTRACTOR**
By:_____	_____
Kevin Davis, President	Thomas Hoey

OF BOTH (A) AND (B) OF THIS SECTION 15, EACH PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as an instrument under seal by their duly authorized representatives as of the date first set forth above.

PSG INNOVATION CORP.

By:_____
Kevin Davis, President

INDEPENDENT CONTRACTOR

_____
Thomas Hoey

EXHIBIT A

Performance Sports Group Ltd.
Nonqualified Stock Option Award Agreement

This Nonqualified Stock Option Award Agreement (this "Agreement"), dated as of [DATE] (the "Date of Grant"), is made by and between Performance Sports Group Ltd., a corporation organized under the laws of British Columbia, Canada (the "Company"), and Thomas Hoey (the "Grantee").

WHEREAS, the Company has adopted the Performance Sports Group Ltd. Omnibus Equity Incentive Plan (as may be amended from time to time, the "Plan"); and

WHEREAS, the Company wishes to afford the Grantee the opportunity to purchase its common shares ("Common Shares").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and for their successors and assigns, hereby agree as follows:

1. Grant of Option.

(a) Grant. The Company hereby grants to the Grantee an Option (the "Option") to purchase 100,000 Common Shares (the "Option Shares"), on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan. The Option is not intended to qualify as an incentive stock option under Section 422 of the Code. The "Exercise Price," being the price at which the Grantee shall be entitled to purchase the Option Shares upon the exercise of all or any portion of the Option, shall be $[EXERCISE PRICE][1] per Option Share, being the Fair Market Value per Option Share on the last trading day immediately prior to the Date of Grant in accordance with the Plan.

(b) Incorporation by Reference, Etc. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any interpretations, amendments, rules, and regulations promulgated by the Company from time to time pursuant to the Plan. Any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Board of Directors of the Company shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Grantee and his legal representatives in respect of any questions arising under the Plan or this Agreement. The Grantee acknowledges that the Grantee has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

[1] Note to draft: Insert closing price on last trading day before date of grant.

2. Vesting; Exercisability; Forfeiture. The Options will vest as to one third of the total number of Options granted hereunder on each of the first three anniversaries of the Date of Grant, or 33,333 Options on each of the first two anniversaries following the Date of Grant and 33,334 Options on the third anniversary following the Date of Grant, provided that the Independent Contractor Agreement (the "Consulting Agreement") between Grantee and PSG Innovation Corp. remains in in effect from the Date of Grant through each such vesting date. In the event that the Consulting Agreement is terminated by the Company or by the Grantee for any reason prior to its expiration, the Grantee shall forfeit the unvested portion of the Option as of the termination date of the Consulting Agreement.

3. Method of Exercise; Tax Withholding.

(a) The Grantee may exercise the vested and exercisable portion of the Option, in whole or in part, by notifying the Company in writing of the number of whole Option Shares to be purchased thereunder and delivering with such notice an amount in cash (or certified check, wire transfer, or bank draft) equal to the aggregate Exercise Price for such number of Common Shares.

(b) The Company shall be entitled to require, as a condition to the exercise of the Option, that the Grantee remit an amount in cash or, in the discretion of the Company, Common Shares or other property having a Fair Market Value sufficient to satisfy all federal, state, provincial, and local or other applicable withholding and employment taxes relating thereto. In addition, the Company shall have the right and is hereby authorized to withhold from the Common Shares otherwise deliverable upon exercise of the Option, or from any compensation or other amount owing to the Grantee, the amount (in cash or, in the discretion of the Company, Common Shares or other property) of any applicable withholding and employment taxes in respect of the exercise of the Option and to take such other action as may be necessary in the discretion of the Company to satisfy all obligations for the payment of such taxes.

4. Expiration. In no event shall any portion of the Option be exercisable after the tenth anniversary of the Date of Grant (the "Option Period"), subject to and in accordance with Section 7(c) of the Plan in respect of a blackout period. The Option is subject to earlier cancellation, termination, or expiration as set forth herein.

5. Termination of Consulting Relationship.

(a) Termination of Consulting Agreement by the Company without Cause or by the Grantee for any Reason. If, prior to the end of the Option Period, the Consulting Agreement is terminated by PSG Innovation Corp. without Cause (as defined in Section 3(a) of the Consulting Agreement) or by the Grantee for any reason, the vested portion of the Option shall expire on the earlier of (x) the last day of the Option Period and (y) the 90th day following such termination.

(b) Termination of Consulting Agreement due to Death or Disability. If, prior to the end of the Option Period, the Consulting Agreement is terminated due to the Grantee's death or Disability, the vested portion of the Option shall expire on the earlier of (x) the last day of the Option Period and (y) the first anniversary of such termination.

(c) Termination of Consulting Agreement for Cause. If, prior to the end of the Option Period, the Consulting Agreement is terminated by PSG Innovation Corp. for Cause, the unvested and vested portion of the Option shall be canceled immediately and the Grantee shall immediately forfeit all rights to the Option Shares subject to the Option.

6. Rights as a Shareholder. The Grantee shall not be deemed for any purpose, nor shall the Grantee have any of the rights or privileges of, a shareholder of the Company in respect of any Option Shares unless and until (i) such Option shall have been exercised pursuant to its terms, and (ii) the Company shall have issued and delivered such Option Shares to the Grantee. The Company shall cause the actions described in clause (ii) of the preceding sentence to occur promptly following exercise as contemplated by this Agreement, subject to compliance with applicable laws.

7. Compliance with Legal Requirements. The granting and exercising of the Option, and any other obligations of the Company under this Agreement, shall be subject to all applicable federal, state, provincial, and local laws, rules, and regulations and to such approvals by any regulatory or governmental agency (including stock exchanges) as may be required. The Company shall have the right to impose such restrictions on the Option as it deems reasonably necessary or advisable under applicable securities laws and the rules and regulations of any national securities exchange on which the Company has applied to list or quote its Common Shares from time to time.

8. Clawback. The Option and the Option Shares shall be subject (including on a retroactive basis) to clawback, forfeiture, and similar consequences (and such requirements shall be deemed incorporated by reference into this Agreement) to the extent required by Section 15(v) of the Plan, applicable law (including without limitation Section 304 of the Sarbanes-Oxley Act and Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act), or the rules and regulations of any national securities exchange on which the Company has applied to list or quote its Common Shares from time to time.

9. Miscellaneous.

(a) Transferability. The Option may not be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered (a "Transfer") by the Grantee other than as permitted by Section 15(b) of the Plan. Any attempted Transfer of the Option contrary to the provisions hereof, and the levy of any execution, attachment, or similar process upon the Option, shall be null and void and without effect. In the event of the Grantee's death, the Option shall thereafter be exercisable (to the extent otherwise exercisable hereunder) only by the Grantee's executors or administrators.

(b) Amendment. At any time, and from time to time, the Company may amend the terms of this Agreement in accordance with Section 14 of the Plan.

(c) Waiver. Any right of the Company contained in this Agreement may be waived in writing by the Company. No waiver of any right hereunder by any party shall operate as a

waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(d) Notices. Every notice and other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided; provided, that, unless and until some other address be so designated, all notices or communications by the Grantee to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices or communications by the Company to the Grantee may be given to the Grantee personally or may be mailed to the Grantee's address as recorded in the records of the Company or any Subsidiary.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) Fractional Common Shares. In lieu of issuing a fraction of a Common Share resulting from any exercise of the Option, resulting from an adjustment of the Option pursuant to Section 12 of the Plan, or otherwise (including in the event of any cashless or net exercise), the Company shall be entitled to pay to the Grantee an amount in cash equal to the Fair Market Value of such fractional Common Share.

(g) Beneficiary. The Grantee may file with the Company a written designation of a beneficiary on such form as may be prescribed by the Company and may, from time to time, amend or revoke such designation. If no designated beneficiary survives the Grantee, the Grantee's estate shall be deemed to be the Grantee's beneficiary.

(h) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Grantee and the beneficiaries, executors, administrators, heirs, and successors of the Grantee.

(i) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations, and negotiations in respect thereto.

(j) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of New York.

(k) Venue; Waiver of Jury Trial.

(i) The Grantee and the Company (on behalf of itself and its Affiliates) each consent to jurisdiction in the United States District Court for the Southern District of New York, or if that court is unable to exercise jurisdiction for any reason, the Supreme Court of the State of New York, New York County, in the event of any dispute arising hereunder, and each waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process and waives any objection to jurisdiction based on improper venue or improper jurisdiction.

(ii) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE PLAN OR THIS AGREEMENT.

(l) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(m) Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile and electronic image scan (pdf)), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature Page to Follow]

Execution Copy

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the date first written above.

PERFORMANCE SPORTS GROUP LTD.

By: _____
Kevin Davis, Chief Executive Officer

_____
Thomas Hoey

Exhibit D

Execution Copy

INDEPENDENT CONTRACTOR AGREEMENT

The **INDEPENDENT CONTRACTOR AGREEMENT** is made as of this 15th day of October, 2015 (the "Effective Date") by and between **PSG INNOVATION CORP.**, a Canadian corporation having a place of business at 199 Bay Street, Suite 5300, Commerce Court West, Toronto, ON M5L 1B9 Canada ("PSG" or the "Company") and Bruce Angus, an individual residing at 1 Deer Path Road, Weston, CT 06883 (the "Independent Contractor").

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **Business Services**.

(a) The Independent Contractor shall provide to PSG advice and services in connection with certain products incorporating intellectual property licensed by PSG from Q30 Sports, LLC ("Products") including the implementation, adjustment and refinement of manufacturing processes to facilitate the manufacture of Products, and research and development, Product development, sales & marketing strategies, business development, public relations and R&D testing of the Products (the "Business Services"). While it is understood that the Independent Contractor shall not be required to perform the Business Services on a full-time basis, the Independent Contractor shall perform the Business Services in accordance with the time frame required by PSG in a manner consistent with the terms of that certain Exclusive License Agreement by and among PSG, Q30 Sports, LLC ("Q30") and Q30 Sports Science, LLC (the "License Agreement"). The Independent Contractor shall perform the Business Services using the degree of skill, professionalism and care consistent with industry standards.

(b) The Independent Contractor represents and warrants to PSG that the Independent Contractor's entering into this Agreement and its performance of the Business Services does not and shall not conflict with any prior obligations of the Independent Contractor to any third party. The Independent Contractor agrees not to disclose to or use on behalf of PSG any confidential or proprietary information belonging to any third party in performing the Business Services (including current and prior business entities with whom Independent Contractor is or was previously associated, employers, employees and clients), unless written authorization from the third party is first obtained in form and substance satisfactory to PSG or unless such information is disclosed pursuant to the License Agreement.

2. **Relationship of the Parties**. In performing the Business Services, the Independent Contractor shall be deemed to be and shall be an independent contractor, and not a joint venturer, partner, employee or agent with or of PSG. Without limiting the generality of the foregoing, the Independent Contractor shall have no right, power or authority to act on behalf of PSG or to bind PSG, contractually or otherwise. In connection with performance of the Business Services, the Independent Contractor shall be entitled only to the compensation described in Section 4 and the corresponding documents, and to no other compensation or benefits. The Independent Contractor shall be solely and exclusively responsible for any and all state and federal taxes, withholding, FICA, FUTA or other payments due on the compensation paid to the

Independent Contractor pursuant hereto. This Agreement is personal to the parties and the Independent Contractor shall not employ employees and/or agents to perform the Business Services without PSG's prior written consent.

3. **Term; Termination**.

(a) The term of this Agreement shall commence as of the Effective Date and unless sooner terminated as provided herein, shall continue for a period of twenty-four (24) months (the "Initial Term"). Unless one party delivers written notice to the other at least thirty days prior to the end of the Initial Term, this Agreement shall continue for another twelve months (or until sooner terminated as provided herein) (the "Renewal Term," and together with the Initial Term, the "Term").

(b) Either party may terminate this Agreement in the event of the termination of the License Agreement for any reason.

(c) PSG may terminate this Agreement immediately upon written notice to Independent Contractor in the event of any of the following ("Cause"):

(i) Fraud, embezzlement, or theft by Independent Contractor;

(ii) Willful misconduct by Independent Contractor that would, in PSG's reasonable opinion, be expected to be damaging to the Company, its reputation, products, services, or customers and such misconduct, if curable, has not been cured within fifteen (15) days after PSG provides written notice to the Independent Contractor of such misconduct;

(iii) Independent Contractor's intentional violation of any law or regulation if such violation would, in PSG's reasonable opinion, be expected to be damaging to the Company, its reputation, products, services, or customers and such violation, if curable, has not been cured within fifteen (15) days after PSG provides written notice to the Independent Contractor of such violation;

(iv) Any unauthorized disclosure by Independent Contractor of any trade secret or confidential information of PSG or its affiliated companies;

(v) Independent Contractor's material breach of its obligations under this Agreement, provided that the Independent Contractor fails to cure such breach within fifteen (15) days after PSG provides written notice to the Independent Contractor of such breach; or

(vi) Independent Contractor being indicted for, or pleading *nolo contendere* to, any felony or a misdemeanor involving moral turpitude.

(d) The Independent Contractor may terminate this Agreement immediately upon written notice to PSG in the event of PSG's material breach of its obligations under this Agreement, provided that PSG fails to cure such breach within fifteen (15) days after the Independent Contractor provides written notice to PSG of such breach.

4. **Compensation**. As full and complete consideration for the services performed by Independent Contractor under this Agreement, Independent Contractor shall be granted an option to purchase a total of 100,000 common shares of Performance Sports Group Ltd. (the "Shares") vesting over a three (3) year period with a per Share exercise price equal to the fair market value of a Share on the date of grant (the "Options"), in accordance with and pursuant to the Performance Sports Group Ltd. Omnibus Equity Incentive Plan, as such plan may be amended from time to time (the "Plan"). The terms and conditions of such Options grant shall be as set forth in the Plan, except as expressly modified by the option agreement, the form of which is attached hereto as Exhibit A (the "Option Agreement"), which are specifically incorporated herein by reference. For greater certainty, in the event of termination of this Agreement in accordance with Section 3 above, the Options shall be treated in accordance with the terms and conditions of the Plan and the Option Agreement. The Options will be granted upon the opening of the first available trading window for the Shares following the Effective Date hereof and the Exercise Price (as defined in the Option Agreement) will be the closing price on the last trading day before the date of grant.

5. **Intellectual Property; Assignment of Rights**.

(a) Independent Contractor shall promptly and fully disclose to PSG all Intellectual Property (as defined in Section 6(b) below) conceived, created, developed or reduced to practice by Independent Contractor (whether acting alone or with others, and whether or not during normal business hours or on PSG's premises) during the Term, provided that the foregoing Intellectual Property: (i) relates, at the time of such conception, creation, development or reduction to practice, to PSG's then current or prospective business or activities or to its actual or demonstrably anticipated research or development; (ii) was developed, in whole or in part, while in the course of performing the Business Services for PSG or with the use of any of PSG's equipment, supplies, facilities or Confidential Information; or (iii) resulted directly from the Business Services (together, referred to as the "Assignable Intellectual Property").

(b) Independent Contractor hereby assigns, sets over and transfers, and agrees to assign, set over and transfer, to Q30 all of his right, title and interest in and to all Assignable Intellectual Property (such right, title and interest shall include (but not be limited to) all patent, copyright, trademark, trade secrecy and similar rights thereto). Independent Contractor shall, during and after the Term, upon reasonable request of PSG or Q30, cooperate fully in (i) obtaining patent, copyright, trademark, service mark or other proprietary protection for such Assignable Intellectual Property, all in the name of Q30 and, consistent with the terms of the License Agreement, at Q30's and/or PSG's expense, (including in such cooperation, without limitation, execution of all requested applications, assignments and other documents in furtherance of obtaining such protection and confirming full ownership by Q30 of such Assignable Intellectual Property, and also including Independent Contractor's irrevocable appointment hereby of Q30 as his attorney to execute and deliver any such documents on his behalf in the event he should fail or refuse to do so) and (ii) enforcing any patents, copyrights, trademarks, service marks or other rights in and to the Assignable Intellectual Property. Upon the termination or expiration of this Agreement, Independent Contractor shall provide to Q30 a signed written statement of all Assignable Intellectual Property.

6. **Confidential Information**.

(a) The Independent Contractor acknowledges and agrees that during the course of its performance under this Agreement, it may learn of, be exposed to or come into possession of certain "Confidential Information," as defined herein, developed or owned by PSG or entrusted to PSG by others. The Independent Contractor agrees that it will not, directly or indirectly, (i) use such Confidential Information except as required in the normal and proper course of performing the Business Services; (ii) disclose such Confidential Information to any other person, corporation or entity; or (iii) allow a third party access to such Confidential Information (except as otherwise may be required by law) without, in each case, obtaining the prior written approval of PSG. The foregoing restrictions shall continue to apply after the expiration or termination of this Agreement, regardless of the reasons therefor, and shall continue to apply for so long as the confidential nature of such information is maintained.

(b) For the purposes of this Agreement, Confidential Information shall mean: (i) financial information, including sales, profits, pricing methods and cost information; (ii) information with respect to products, services, systems, plans, processes, procedures, methods, and data files; (iii) customer, vendor and sources of supply lists, marketing plans, surveys and other marketing information; (iv) research and development, inventions, discoveries, developments, improvements, methods and processes, know-how, drawings, patterns, blueprints, specifications, designs, ideas, prototypes, models, samples, molds, casts, product briefs, algorithms, computer programs and software, compositions, works, concepts, trade secrets, formulae, writings and notes (all of the foregoing whether or not capable of patent, trademark or copyright protection), patents, copyrights, trademarks, trade names and patent, trademark, trade name and copyright applications (collectively, "Intellectual Property"); (v) information regarding any acquisition, divestiture or other business restructuring; and (vi) any other information which PSG treats or considers confidential.

(c) Notwithstanding the foregoing or anything to the contrary herein, Confidential Information shall not include any information that is: (i) available or becomes available from public sources or that is in the public domain, through no fault of the Independent Contractor; (ii) received by the Independent Contractor at any time from third parties without breach of a non-disclosure obligation to PSG; (iii) shown through proper documentation to have been developed independently by the Independent Contractor prior to the date of this Agreement or, during the Term, independently of his performance of the Business Services; (iv) readily discernible from publicly available products or literature; or (v) approved for disclosure by prior written permission of a corporate officer of PSG. For avoidance of doubt, Confidential Information of PSG shall not include any information that is confidential or proprietary to Q30 or its affiliates and disclosed to PSG pursuant to the License Agreement, all of which shall remain confidential information of Q30 or its affiliates pursuant to the terms of the License Agreement. Furthermore, nothing contained herein shall prohibit or otherwise restrict Independent Contractor's disclosure to Q30, or use by Q30, of any Assignable Intellectual Property and related Confidential Information in accordance with the terms of the License Agreement.

(d) The Independent Contractor agrees to protect all documents, records, tapes and other media in which the Confidential Information is contained (the "Confidential Documents"). The Independent Contractor further acknowledges and agrees that the Confidential Documents

are, and shall remain, the sole and exclusive property of PSG, except to the extent any such Confidential Documents constitute Assignable Intellectual Property or confidential information of Q30 or its affiliates. The Independent Contractor shall not copy any Confidential Documents or remove any Confidential Documents, or copies thereof, from PSG premises, except as required by the normal and proper course of performing the Business Services and except for purposes of making and providing copies thereof to Q30 and its affiliates as contemplated pursuant to the terms of Sections 5 and 6(c) above. The Independent Contractor agrees to return to PSG promptly upon request any and all property of PSG, including but not limited to the Confidential Documents and copies thereof (as applicable), in the Independent Contractor's possession or control; provided, however, that the foregoing shall not require the Independent Contractor to return any Confidential Documents or copies thereof which were furnished to Q30 or its affiliates as contemplated under this Agreement.

7. **Indemnification**. Each party (the "Indemnifying Party") shall indemnify, defend, protect and hold harmless the other party and its subsidiaries, affiliates, and the shareholders, directors, officers, employees and agents of each of the foregoing (the "Indemnitees"), from and against any and all claims, actions or causes of action brought against the Indemnitees by a third party ("Claims"), and all damages, losses, charges, liabilities and out-of-pocket costs and expenses, including judgments, fines, penalties, amounts paid in settlement and reasonable legal fees, arising out of such Claims, to the extent any such Claims arise as a result of, in respect of, in connection with or otherwise arise out of or in any way related to a breach of this Agreement by the Indemnifying Party, or the Indemnifying Party's gross negligence or willful misconduct.

8. **Amendment; Waiver**. This Agreement may not be amended or modified in any respect, except in writings signed by both parties. The failure of either party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of such party's right to insist upon strict adherence to such provision thereafter or to any other provision of this Agreement in any other instance. Any waiver shall be in writing signed by the party against whom such waiver is sought or enforced.

9. **Reformation; Severability**. The provisions of this Agreement shall be severable. If any provision of this Agreement shall be declared invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and such invalid or unenforceable provision shall be modified to the extent required to make it valid and enforceable to the maximum extent possible.

10. **Equitable Relief**. The Independent Contractor acknowledges and agrees that: (a) its breach of any provision of Section 5 or 6 hereof, in any instance, shall result in immediate and irreparable damage to PSG; (b) no adequate remedy at law exists for such damage; and (c) in the event of such breach, PSG shall be entitled to seek equitable relief by way of temporary, preliminary and permanent injunctions, and such other and further relief as any court of competent jurisdiction may deem just and proper, in addition to, and without prejudice to, any other relief to which PSG may be entitled.

11. **Governing Law and Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of laws provisions thereof. Each party hereby irrevocably consents to the exclusive jurisdiction

and venue in the state or federal courts located in New York County, State of New York for resolutions of all claims, differences and disputes which the parties may have regarding this Agreement.

12. **Notices, Approval, Etc.** Any notice, consent, approval or other communication under this Agreement shall be in writing and shall be considered given: (a) upon personal delivery by hand or by facsimile (with confirmation of facsimile receipt by receiver), (b) two (2) business days after being deposited with an "overnight" courier service; or (c) seven (7) business days after being mailed by registered or certified first class mail, return receipt requested, in each case addressed to the notified party at its address set forth below (or at such other address as such party may specify by notice to the other delivered in accordance with this Section):

If to PSG:	PSG Innovation Corp. 199 Bay Street, Suite 5300, Commerce Court West Toronto, ON M5L 1B9 Canada Attention: Kevin Davis, President cc: Vice President and General Counsel Fax No.: (603) 292-1505
If to Independent Contractor:	Bruce Angus 1 Deer Path Road Weston, CT 06883

13. **Authorization and Ability to Execute**. Each party represents that the undersigned is duly authorized and empowered to sign this Agreement on its behalf.

14. **Assignability; Successors and Assigns**. Except as provided herein, neither party shall assign or transfer any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment, transfer or delegation in violation of this Section or by virtue of the operation of law shall be null and void and of no effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective successors and permitted assigns.

15. **Limitation of Liability**. IN NO EVENT SHALL: (A) EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY LOSS OF PROFITS OR BUSINESS, LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE NET VALUE OF THE COMPENSATION PROVIDED TO THE INDEPENDENT CONTRACTOR PURSUANT TO SECTION 4 (INCLUDING IN THE CASE

OF BOTH (A) AND (B) OF THIS SECTION 15, EACH PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7).

16. **Survival**. All representations, warranties, covenants and indemnities made herein, as well as Section 15, shall survive any termination or expiration of this Agreement and shall remain in full force and effect.

17. **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, commitments and discussions with respect thereto, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as an instrument under seal by their duly authorized representatives as of the date first set forth above.

PSG INNOVATION CORP.	**INDEPENDENT CONTRACTOR**
By:_____	_____
Kevin Davis, President	Bruce Angus

OF BOTH (A) AND (B) OF THIS SECTION 15, EACH PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as an instrument under seal by their duly authorized representatives as of the date first set forth above.

PSG INNOVATION CORP.

By:_____
Kevin Davis, President

INDEPENDENT CONTRACTOR

_____
Bruce Angus

Execution Copy

EXHIBIT A

Performance Sports Group Ltd.
Nonqualified Stock Option Award Agreement

This Nonqualified Stock Option Award Agreement (this "Agreement"), dated as of [DATE] (the "Date of Grant"), is made by and between Performance Sports Group Ltd., a corporation organized under the laws of British Columbia, Canada (the "Company"), and Bruce Angus (the "Grantee").

WHEREAS, the Company has adopted the Performance Sports Group Ltd. Omnibus Equity Incentive Plan (as may be amended from time to time, the "Plan"); and

WHEREAS, the Company wishes to afford the Grantee the opportunity to purchase its common shares ("Common Shares").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and for their successors and assigns, hereby agree as follows:

1. Grant of Option.

(a) Grant. The Company hereby grants to the Grantee an Option (the "Option") to purchase 100,000 Common Shares (the "Option Shares"), on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan. The Option is not intended to qualify as an incentive stock option under Section 422 of the Code. The "Exercise Price," being the price at which the Grantee shall be entitled to purchase the Option Shares upon the exercise of all or any portion of the Option, shall be $[EXERCISE PRICE][1] per Option Share, being the Fair Market Value per Option Share on the last trading day immediately prior to the Date of Grant in accordance with the Plan.

(b) Incorporation by Reference, Etc. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any interpretations, amendments, rules, and regulations promulgated by the Company from time to time pursuant to the Plan. Any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Board of Directors of the Company shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Grantee and his legal representatives in respect of any questions arising under the Plan or this Agreement. The Grantee acknowledges that the Grantee has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

[1] Note to draft: Insert closing price on last trading day before date of grant.

2. Vesting; Exercisability; Forfeiture. The Options will vest as to one third of the total number of Options granted hereunder on each of the first three anniversaries of the Date of Grant, or 33,333 Options on each of the first two anniversaries following the Date of Grant and 33,334 Options on the third anniversary following the Date of Grant, provided that the Independent Contractor Agreement (the "Consulting Agreement") between Grantee and PSG Innovation Corp. remains in in effect from the Date of Grant through each such vesting date. In the event that the Consulting Agreement is terminated by the Company or by the Grantee for any reason prior to its expiration, the Grantee shall forfeit the unvested portion of the Option as of the termination date of the Consulting Agreement.

3. Method of Exercise; Tax Withholding.

(a) The Grantee may exercise the vested and exercisable portion of the Option, in whole or in part, by notifying the Company in writing of the number of whole Option Shares to be purchased thereunder and delivering with such notice an amount in cash (or certified check, wire transfer, or bank draft) equal to the aggregate Exercise Price for such number of Common Shares.

(b) The Company shall be entitled to require, as a condition to the exercise of the Option, that the Grantee remit an amount in cash or, in the discretion of the Company, Common Shares or other property having a Fair Market Value sufficient to satisfy all federal, state, provincial, and local or other applicable withholding and employment taxes relating thereto. In addition, the Company shall have the right and is hereby authorized to withhold from the Common Shares otherwise deliverable upon exercise of the Option, or from any compensation or other amount owing to the Grantee, the amount (in cash or, in the discretion of the Company, Common Shares or other property) of any applicable withholding and employment taxes in respect of the exercise of the Option and to take such other action as may be necessary in the discretion of the Company to satisfy all obligations for the payment of such taxes.

4. Expiration. In no event shall any portion of the Option be exercisable after the tenth anniversary of the Date of Grant (the "Option Period"), subject to and in accordance with Section 7(c) of the Plan in respect of a blackout period. The Option is subject to earlier cancellation, termination, or expiration as set forth herein.

5. Termination of Consulting Relationship.

(a) Termination of Consulting Agreement by the Company without Cause or by the Grantee for any Reason. If, prior to the end of the Option Period, the Consulting Agreement is terminated by PSG Innovation Corp. without Cause (as defined in Section 3(a) of the Consulting Agreement) or by the Grantee for any reason, the vested portion of the Option shall expire on the earlier of (x) the last day of the Option Period and (y) the 90th day following such termination.

(b) Termination of Consulting Agreement due to Death or Disability. If, prior to the end of the Option Period, the Consulting Agreement is terminated due to the Grantee's death or Disability, the vested portion of the Option shall expire on the earlier of (x) the last day of the Option Period and (y) the first anniversary of such termination.

(c) Termination of Consulting Agreement for Cause. If, prior to the end of the Option Period, the Consulting Agreement is terminated by PSG Innovation Corp. for Cause, the unvested and vested portion of the Option shall be canceled immediately and the Grantee shall immediately forfeit all rights to the Option Shares subject to the Option.

6. Rights as a Shareholder. The Grantee shall not be deemed for any purpose, nor shall the Grantee have any of the rights or privileges of, a shareholder of the Company in respect of any Option Shares unless and until (i) such Option shall have been exercised pursuant to its terms, and (ii) the Company shall have issued and delivered such Option Shares to the Grantee. The Company shall cause the actions described in clause (ii) of the preceding sentence to occur promptly following exercise as contemplated by this Agreement, subject to compliance with applicable laws.

7. Compliance with Legal Requirements. The granting and exercising of the Option, and any other obligations of the Company under this Agreement, shall be subject to all applicable federal, state, provincial, and local laws, rules, and regulations and to such approvals by any regulatory or governmental agency (including stock exchanges) as may be required. The Company shall have the right to impose such restrictions on the Option as it deems reasonably necessary or advisable under applicable securities laws and the rules and regulations of any national securities exchange on which the Company has applied to list or quote its Common Shares from time to time.

8. Clawback. The Option and the Option Shares shall be subject (including on a retroactive basis) to clawback, forfeiture, and similar consequences (and such requirements shall be deemed incorporated by reference into this Agreement) to the extent required by Section 15(v) of the Plan, applicable law (including without limitation Section 304 of the Sarbanes-Oxley Act and Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act), or the rules and regulations of any national securities exchange on which the Company has applied to list or quote its Common Shares from time to time.

9. Miscellaneous.

(a) Transferability. The Option may not be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered (a "Transfer") by the Grantee other than as permitted by Section 15(b) of the Plan. Any attempted Transfer of the Option contrary to the provisions hereof, and the levy of any execution, attachment, or similar process upon the Option, shall be null and void and without effect. In the event of the Grantee's death, the Option shall thereafter be exercisable (to the extent otherwise exercisable hereunder) only by the Grantee's executors or administrators.

(b) Amendment. At any time, and from time to time, the Company may amend the terms of this Agreement in accordance with Section 14 of the Plan.

(c) Waiver. Any right of the Company contained in this Agreement may be waived in writing by the Company. No waiver of any right hereunder by any party shall operate as a

waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(d) Notices. Every notice and other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided; provided, that, unless and until some other address be so designated, all notices or communications by the Grantee to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices or communications by the Company to the Grantee may be given to the Grantee personally or may be mailed to the Grantee's address as recorded in the records of the Company or any Subsidiary.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) Fractional Common Shares. In lieu of issuing a fraction of a Common Share resulting from any exercise of the Option, resulting from an adjustment of the Option pursuant to Section 12 of the Plan, or otherwise (including in the event of any cashless or net exercise), the Company shall be entitled to pay to the Grantee an amount in cash equal to the Fair Market Value of such fractional Common Share.

(g) Beneficiary. The Grantee may file with the Company a written designation of a beneficiary on such form as may be prescribed by the Company and may, from time to time, amend or revoke such designation. If no designated beneficiary survives the Grantee, the Grantee's estate shall be deemed to be the Grantee's beneficiary.

(h) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Grantee and the beneficiaries, executors, administrators, heirs, and successors of the Grantee.

(i) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations, and negotiations in respect thereto.

(j) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of New York.

(k) Venue; Waiver of Jury Trial.

(i) The Grantee and the Company (on behalf of itself and its Affiliates) each consent to jurisdiction in the United States District Court for the Southern District of New York, or if that court is unable to exercise jurisdiction for any reason, the Supreme Court of the State of New York, New York County, in the event of any dispute arising hereunder, and each waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process and waives any objection to jurisdiction based on improper venue or improper jurisdiction.

(ii) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE PLAN OR THIS AGREEMENT.

(l) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(m) Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile and electronic image scan (pdf)), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature Page to Follow]

Execution Copy

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the date first written above.

PERFORMANCE SPORTS GROUP LTD.

By: _____
Kevin Davis, Chief Executive Officer

_____
Bruce Angus

Exhibit E

Execution Copy

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this "Agreement") is made and entered into this 15th day of October, 2015 by and between Q30 Sports Science, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the "Company"), and PSG Innovation Corp., a Canadian corporation (the "Investor").

WHEREAS, upon consummation of the transactions contemplated by this Agreement, the Investor will become a party to the Amended and Restated Limited Liability Company Agreement of the Company (the "LLC Agreement") and capitalized terms used herein but not defined shall have the meaning ascribed thereto in the LLC Agreement or in Section 10 herein; and

WHEREAS, the Company and the Investor agree that the Membership Interests purchased hereunder shall be determined based upon a pre-money valuation of the Company of $80,000,000.

WHEREAS, the Investor desires to subscribe for, and the Company desires to issue to the Investor, a Membership Interest in the Company consisting of 102,938.91 Common Units.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties mutually agree as follows:

1. At the Subscription Closing (as defined below), upon the terms and subject to the conditions of this Agreement, the Investor shall subscribe for and purchase a Membership Interest in the Company consisting of 102,938.91 Common Units (the "Interest") in consideration for making a Capital Contribution to the Company in the amount of One Million Dollars ($1,000,000) (the "Contribution Amount"). Subject to the terms and conditions of this Agreement and the LLC Agreement, at the Subscription Closing, the Investor shall pay and deliver to the Company, on the date hereof, the Contribution Amount by means of a wire transfer of immediately available cash funds to an account as directed by the Company.

2. In consideration for the Contribution Amount and the agreement by the Investor to be bound by the terms and conditions of the LLC Agreement, the Company hereby agrees, at the Subscription Closing, (a) to accept the Investor's subscription, (b) to issue the Interest to the Investor by recordation of such issuance in the membership interest registry and other books and records of the Company, and (c) to cause the Investor to be admitted as a Member.

3. The closing of the transactions contemplated hereby (the "Subscription Closing") shall take place at the offices of Q30 Sports Science, 11 Grumman Hill Road, Wilton, CT 06897, or at such other location as the parties may mutually agree, on the date hereof. At the Subscription Closing, the Company shall deliver to the Investor an executed counterpart of the LLC Agreement and such other

documents reasonably requested by the Investor to evidence the Interest and the Investor's admission as a Member, against the transfer, contribution and payment to the Company by the Investor of the Contribution Amount and an executed counterpart of the LLC Agreement.

4. The Investor hereby represents and warrants to the Company as of the date hereof as follows:

(a) The Investor acknowledges that the Interests have not been registered under the Securities Act or the securities laws of any other jurisdiction, are issued in reliance upon federal, state and provincial exemptions for transactions not involving a public offering and cannot be disposed of unless they are subsequently registered, qualified or exempted from registration or qualification under the Securities Act or any other applicable securities laws of any jurisdiction;

(b) The Investor is an "accredited investor" within the meaning of (i) Rule 501 promulgated under the Securities Act, as amended by Section 413(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and (ii) Canada's National Instrument 45-106 Prospectus and Registration Exemptions;

(c) The Investor's Interests are being acquired for its own account solely for investment and not with a view to resale or distribution thereof;

(d) The Investor has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Investor acknowledges that it has been provided adequate access to the personnel, properties, premises and records of the Company for such purpose;

(e) The determination of the Investor to acquire Interests has been made by the Investor independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company that may have been made or given by any other Member or by any agent or employee of any other Member;

(f) The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed decision with respect thereto;

(g) The Investor has carefully considered and has, to the extent it believes such discussion necessary, discussed with legal, tax, accounting and financial advisers the suitability of an investment in the Company in light of its particular tax and financial situation, and has determined that an investment in the Company is a suitable investment for it;

(h) The Investor is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and can afford to suffer a complete loss on its investment in the Company;

(i) The execution, delivery and performance of this Agreement have been duly authorized by the Investor and do not require the Investor to obtain any consent or approval that has not been obtained and do not contravene or result in a default in any material respect under any provision of any law or regulation applicable to the Investor or other governing documents or any material agreement or instrument to which the Investor is a party or by which the Investor is bound; and

(j) This Agreement is valid, binding and enforceable against the Investor in accordance with its terms (assuming the due execution and delivery by the other parties hereto and thereto), except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity).

5. The Company hereby represents and warrants to the Investor as of the date hereof as follows:

5.1 The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified or licensed to do business in all jurisdictions where the failure be so qualified or licensed would have a materially adverse effect on the business, assets, properties, conditions (financial or otherwise), operations or prospects of the Company and the Company Subsidiaries, taken as a whole.

5.2 The Company has full limited liability company power and authority to execute and deliver this Agreement and the LLC Agreement, and to consummate the transactions and perform its obligations contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the LLC Agreement and the consummation of the transactions and performance of obligations contemplated hereby and thereby have been duly and validly authorized by all required limited liability company or other action on the part of the Company. This Agreement and the LLC Agreement constitute (assuming the due execution and delivery by the other parties hereto and thereto) valid and legally binding obligations of the Company, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding at law or in equity), including those limiting the availability of specific performance, injunctive relief and other equitable remedies and those providing for equitable defenses.

5.3 The execution, delivery and performance by the Company of this Agreement and the LLC Agreement do not and will not (with or without the giving of notice or lapse of time or both) (i) contravene, constitute a default under, give rise to any

Lien or any right of termination, cancellation, non-renewal or a loss of any benefit to the Company or any Company Subsidiaries under, (x) any provision of applicable law or regulation, (y) its articles of organization, the LLC Agreement or any other organizational documents or (z) any contracts or agreements to which the Company or any Company Subsidiary is a party or by which the Company, any Company Subsidiary or any of their respective assets or properties are bound, or (ii) require any consent, approval, authorization or other governmental order of, action by, filing with or notification to any governmental authority or any other consent or approval by a third party. Assuming the accuracy of the representations of the Investor in Section 4 hereof and subject to any filings required by Regulation D of the Securities Act and any state or provincial securities laws, the Interest will be issued in compliance with all applicable federal, state, and provincial securities laws and none of the Company, any Company Subsidiary or any of their respective representatives has offered to sell any Interest or any other securities of the Company so as to require the registration of the Interest pursuant to the provisions of the Securities Act or any state or provincial securities laws. No form of general solicitation or general advertising was used by the Company, any Company Subsidiary or their respective representatives in connection with the offer or sale of the Interest.

5.4 The Company has full power and authority to convey the Interest to the Investor on the terms provided in this Agreement and the LLC Agreement and, when issued at the Subscription Closing, the Interest shall be (i) validly issued, fully paid and free and clear of all Liens, Taxes or claims (including any restrictions on the right to vote, sell or otherwise dispose of such Units) (other than those imposed by the LLC Agreement and created by the Investor).

5.5 Schedule 5.5 attached hereto contains a true, correct and complete list, as of the Subscription Closing, of the members of the Company and the type and amount of all Units and all other equity securities or other securities convertible into or exchangeable for equity securities of the Company owned by such members. All such outstanding Units and securities were duly authorized, validly issued, fully paid and non-assessable and were offered, issued, sold and delivered in compliance with all applicable laws. Except as set forth in Schedule 5.5 or pursuant to this Agreement or the LLC Agreement, there are no outstanding (i) Units, other equity securities or securities convertible into or exchangeable for any equity securities of the Company, or (ii) rights, privileges, options, warrants, conversion rights, purchase or subscription rights or rights of any kind (collectively, "Rights") to purchase or otherwise acquire any Units, equity securities or other securities convertible into or exchangeable for equity securities of the Company. Except as set forth in Schedule 5.5 or pursuant to this Agreement or the LLC Agreement, there are no commitments, contracts, agreements, arrangements, obligations or understanding by the Company to issue, sell or otherwise transfer any such Units, securities or Rights (including an issuance of such Units or securities pursuant to preemptive or other preferential rights) or to repurchase, redeem or otherwise acquire any such Units or securities. Except as provided in the LLC Agreement, (x) there is no voting agreement, proxy, right of first refusal, right of first offer or other similar agreements or rights restricting the transfer, purchase, sale or voting of any Units, equity securities or securities convertible into or exchangeable for equity securities of the Company, and (y)

the Company has not granted or agreed to grant any registration rights, including piggyback rights, to any Person.

5.6 Schedule 5.6 attached hereto sets forth the name, jurisdiction of incorporation or organization and authorized and outstanding capital and equity securities of each Company Subsidiary. Other than the Company Subsidiaries, the Company does not own, directly or indirectly, any capital stock, any equity securities or any other securities convertible or exchangeable into equity securities of any Person, and neither the Company nor any Company Subsidiary has any rights to, or is bound by any commitment or obligation to, acquire any such stock or securities, or to make any investment in or capital contribution to, any Person. Neither the Company nor any Company Subsidiary is a party to any joint venture, partnership or other profit sharing agreements or arrangements. All issued and outstanding membership interests or other equity securities of each Company Subsidiary are owned directly by the Company, free and clear of all Liens, including any restriction on the right to vote, sell or otherwise dispose of such interest, and is duly authorized and validly issued, fully paid and non-assessable. There are no outstanding (i) equity securities or other securities convertible into or exchangeable for equity securities of any Company Subsidiary, or (ii) rights, options, warrants, conversion rights or agreements of any kind relating to the issuance, sale or transfer of any equity securities of any Company Subsidiary. Each Company Subsidiary is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Each Company Subsidiary has all requisite power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted and as currently proposed to be conducted. Each Company Subsidiary is duly qualified or licensed to do business as a foreign company and is in good standing in every jurisdiction required for the current conduct of its business.

5.7 Each of the Company and each Company Subsidiary has been taxed as a pass-through entity for federal income Tax purposes and for purposes of all applicable state and local income Taxes for all times and therefore will have no liability for any income Taxes. All material Tax Returns required to be filed by or with respect to the Company or any Company Subsidiary have been properly prepared and timely filed, and all such Tax Returns (including information provided therewith or with respect to thereto) are true, correct and complete in all material respects. The Company and the Company Subsidiaries have fully and timely paid all material Taxes owed by or with respect to such companies (whether or not shown on any Tax Returns) and have made adequate provision for any Taxes that are not yet due and payable, for all taxable periods, or portions thereof, ending on or before the date hereof. No audit or other proceeding by any governmental authority is pending or, to the knowledge of the Company, threatened in writing with respect to any Taxes due from or with respect to the Company or any of the Company Subsidiaries, no governmental authority has given written notice of any intention to assert any deficiency or claim for additional Taxes against the Company or any of the Company Subsidiaries, and no written claim has been made by any governmental authority in a jurisdiction where the Company or any of the Company Subsidiaries does not file Tax Returns that it is or may be subject to taxation by that jurisdiction, and all deficiencies for Taxes asserted or assessed against the Company or any of the Company Subsidiaries have been fully and timely paid or settled.

5.8 The Company and the Company Subsidiaries have conducted their respective business in accordance with all applicable laws. Neither the Company nor any Company Subsidiary has received any notice relating to violations or alleged violations or defaults under any applicable law relating to the Company's or such Company Subsidiary's business, and no event or circumstance has occurred that with notice, lapse of time, or both would constitute a conflict with, or default or violation thereunder. Each of the Company and the Company Subsidiaries has all permits, licenses, registrations, authorizations, and any similar authority necessary from any governmental authority for the conduct of its business as currently conducted (collectively, the "Licenses"). Neither the Company nor any of the Company Subsidiaries is in default under any of such Licenses.

5.9 Each of the Company and the Company Subsidiaries is in compliance with all applicable Labor Laws. "Labor Laws" shall mean all Laws relating to employees and the employment of labor, including but not limited to, occupational health and safety, unemployment, prices, wages, hours, discrimination in employment, immigration, and collective bargaining, the Civil Rights Act of 1964, the Fair Labor Standards Act, the WARN Act, the Americans with Disability Act, the Age Discrimination in Employment Act of 1967, the Family and Medical Leave Act, the Pregnancy Discrimination Act, National Labor Relations Act, the Occupational Health and Safety Act, Health Insurance Portability and Accountability Act of 1996, background checks, unfair competition/non-competition, employee privacy, pre-employment testing, drug testing and mandatory training.

5.10 There are no actions, suits, proceedings, claims, complaints, disputes, orders, arbitrations or, to the knowledge of the Company, investigations pending or, to the knowledge of the Company, threatened, at law, in equity, in arbitration or before any governmental authority against or by the Company, any Company Subsidiary or affecting any of the assets or properties of the Company or any Company Subsidiary. No judgment, determination, order, writ, decree, injunction or arbitration award has been issued by any governmental authority against the Company, any Company Subsidiaries or any of their assets or properties.

5.11 The Company has previously disclosed to the Investor all material liabilities of the Company.

6. The Company hereby agrees and covenants to hold harmless and indemnify the Investor and each of its Affiliates, and their respective stockholders, members, managers, partners, principals, employees, directors, officers, equity holders, advisors, attorneys and agents (each of the foregoing Persons being a "Investor Indemnified Person"), from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses of investigation) incurred by such Investor Indemnified Person (i) arising out of or based upon any breach by the Company of any of its representations or warranties, covenants or agreements contained herein or (ii) in connection with enforcing the rights of such Investor Indemnified Person under this Agreement in respect of a claim pursuant to clause (i) above; provided that the aggregate liability of the Company pursuant to this Section 6

shall be equal to the Contribution Amount. The sole and exclusive remedy of any Investor Indemnified Party with respect to any and all claims relating to this Agreement and the transactions contemplated hereby shall be pursuant to this Section 6. No Investor Indemnified Party shall be entitled to be indemnified hereunder for any indirect, incidental, special, exemplary or punitive damages unless such damages are awarded to a third party in an indemnifiable third party claim against such Investor Indemnified Party.

7. The Company shall use the Contribution Amount for working capital and other general corporate purposes.

8. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, or relating in any manner to, this Agreement (whether based on contract, tort or any other theory) must be brought against any of the parties in the Court of Chancery of the State of Delaware in and for New Castle County or, if the Court of Chancery lacks subject matter jurisdiction, in another court of the State of Delaware, County of New Castle, or in the United States District Court for the District of Delaware, and each of the parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Company Subsidiary" shall mean any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by the Company or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by the Company and for this purpose, the Company is deemed to own a majority ownership interest in such a business entity (other than a corporation) if the Company shall be allocated a majority of such business entity's gains or losses or shall be a, or control any, managing director or general partner of such business entity (other than a corporation).

(b) "Taxes" shall mean (i) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, and similar governmental charges (including any interest, fines, assessments, penalties or additions to tax imposed in connection therewith or with respect thereto), (ii) any liability for the payment of any items described in clause (i) in respect of another under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Tax law); and (iii) any liability for the payment of any items described in clause (i) or (ii) above in respect of another pursuant to Contract or as transferee or successor.

[*The remainder of this page is intentionally left blank*]

Execution Copy

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Company:

Q30 Sports Science, LLC

By: _____
Thomas Hoey, Co-CEO

Investor:

PSG Innovation Corp.

By: _____
Kevin Davis, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Company:

Q30 Sports Science, LLC

By: _____
Thomas Hoey, Co-CEO

Investor:

PSG Innovation Corp.

By: _____
Kevin Davis, President

Schedule 5.5

Members of the Company as of Subscription Closing

Membership Interest Purchase Agreement --
Schedule 5.5

	Member Name	Capital Account	Units	Percent O'ship
Founders	Bruce Angus	$10,000	2,400,000	29.118%
	Tom Hoey	$10,000	2,400,000	29.118%
	Greene Solutions, LLC	$2,500	600,000	7.279%
	Julian Bailes	$2,500	600,000	7.279%
		$25,000	**6,000,000**	
Round A*	Bruce Wimberly	$100,000	100,000	1.213%
	John David Wimberly	$100,000	100,000	1.213%
	SlyCook Partners, LLC	$75,000	75,000	0.910%
	KPD Q30 LLC	$100,000	100,000	1.213%
	Lyfor Insurance Services	$150,000	150,000	1.820%
	Frances Phillips	$150,000	150,000	1.820%
	Michael Rothman	$25,000	25,000	0.303%
	Michael Gerald Flynn	$60,000	60,000	0.728%
	Paul Kolada	$50,000	50,000	0.607%
	MiraiCo LLC	$150,000	150,000	1.820%
	Jon Pliner	$100,000	100,000	1.213%
	Peter Walshe	$100,000	100,000	1.213%
	Tom Barrett	$50,000	50,000	0.607%
		$1,210,000	**1,210,000**	
Round B*	Lyfor Insurance Services	$42,150.00	15,000.00	0.182%
	Jon Pliner	$100,000.00	35,587.19	0.432%
	Steve Becker	$150,000.00	53,380.78	0.648%
	Joseph Wolak	$50,001.14	17,794.00	0.216%
	Peter Walshe	$100,000.00	35,587.19	0.432%
	Nicholas Von Moltke	$100,002.28	35,588.00	0.432%
	Steven M. Feldman Revocable Trust	$100,000.00	35,587.19	0.432%
	MiraiCo LLC	$250,000.00	88,967.97	1.079%
	William Roddy	$50,000.00	17,793.59	0.216%
	Michael Gerald Flynn	$100,000.00	35,587.19	0.432%
	Steven Samuels	$50,000.00	17,793.59	0.216%
	J. Mark Hastings	$25,000.00	8,896.80	0.108%
	John Humphrey	$25,000.00	8,896.80	0.108%
	Axelander L. Thorndike	$50,000.00	17,793.59	0.216%
	Peter Groome	$50,000.00	17,793.59	0.216%
	Noble East Ltd	$460,000.00	163,701.07	1.986%
	Paul Kauffman	$50,000.00	17,793.59	0.216%
	William Rustico	$50,000.00	17,793.59	0.216%
	Jeffrey S. Jacob	$25,000.00	8,896.80	0.108%
	PA Future Corp LLC (Paul Russo)	$250,000.00	88,967.97	1.079%
	David M. Rosenberg	$200,000.00	71,174.38	0.864%
	Richard A. Patton	$50,000.00	17,793.59	0.216%
	James M. Clamage	$50,000.00	17,793.59	0.216%
	Susan Joseph	$30,000.00	10,676.16	0.130%
	John M. Montgomery	$50,000.00	17,793.59	0.216%
	Kevin Cook	$200,000.00	71,174.38	0.864%
	David Sbarro	$50,001.14	17,794.00	0.216%
	Lee Knight	$50,000.00	17,793.59	0.216%
	Robert Friedman	$25,000.00	8,896.80	0.108%
	Stephen F. deGroot	$98,350.00	35,000.00	0.425%
		$2,880,504.56	**1,025,090.59**	
	Tom Stites and Associates, LLC**	$0.00	7,250	0.088%
	Total Capitalization and Units	**$4,115,504.56**	**8,242,340.59**	100.000%

*** Round A and B Investors purchased Class A Preferred Units; Founders own Common Units**
** Tom Stites received 7,250 Common Units as payment for consulting services provided in 2014 at $2.81/sha

Founders became Members as of August 10, 2012.
Round A Investors became Members as of January 1, 2013.
Round B Investors became Members as of July 1, 2014.

Schedule 5.6

Company Subsidiaries and Equity

Membership Interest Purchase Agreement –
Schedule 5.6

1. **Q30 Sports Canada Inc.,** a Canadian company formed in Ontario and registered in Alberta. Ten (10) shares (100% of outstanding shares) owned by Q30 Sports Science, LLC.

2. **Q30 Sports Europe Ltd.,** an England and Whales limited company. One Hundred (100) shares (100% of outstanding shares) owned by Q30 Sports Science, LLC.

3. **Q30 Sports, LLC,** a Delaware limited liability company. One Hundred Percent (100%) owned by Q30 Sports Science, LLC.

4. **Q30 Defense, LLC,** a Delaware limited liability company. One Hundred Percent (100%) owned by Q30 Sports Science, LLC.

Exhibit F

Unpaid Invoices Q30 to PSG

Invoice	Amount
1003	$9,521.15
1005	$5,852.24
1006	$7,966.56
1007	$69,257.90
1008	$13,112.48
1009	$36,267.60
1010	$4,310.13
1011	$5,015.03
1012	$3,883.64
1013	$29,797.01
1014	$1,816.76
1015	$6,758.17
1016	$2,224.25
1017	$483.10
1018	$12,029.74
	$208,295.76

Q30 Innovations
257 Riverside Avenue
Westport, CT 06880

Invoice

BILL TO
Jamie Eno
PSG Innovation Corp
100 Domain Drive
Exeter, NH 03833

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1003	04/25/2016	$9,521.15	05/25/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Patent Legal Reimb	1	9,521.15	9,521.15
50% of Patent related legal work	BALANCE DUE		**$9,521.15**

Q30 Innovations
257 Riverside Avenue
Westport, CT 06880

Invoice

BILL TO
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PSG Innovation Corp
100 Domain Drive
Exeter, NH 03833

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1005	05/26/2016	$5,852.24	06/25/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Patent Legal Reimb April Orrick Fees	1	5,852.24	5,852.24
Please see attached invoices from Orrick for patent-related work relative to Q30 technology. PSG share of fees is 50% of invoices. All backup documents are in a separate file	BALANCE DUE		**$5,852.24**

Q30 Innovations
257 Riverside Avenue
Westport, CT 06880

Invoice

BILL TO
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PSG Innovation Corp
100 Domain Drive
Exeter, NH 03833

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1006	08/03/2016	$7,966.56	09/02/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Patent Legal Reimb Patent Legal Fees - PSG 50% share May	1	7,966.56	7,966.56
Patent Legal Reimb Patent Legal Fees - PSG 50% share June	1	0.00	0.00
Attached are billing statements for legal work performed relative to Q30/PSG patent activities.	BALANCE DUE		$7,966.56

Q30 Innovations
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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1007	08/12/2016	$69,257.90	09/11/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Medical Device / Regulator Consulting Priority Designs - Nov 15 - Jun 16	1	66,532.90	66,532.90
Medical Device / Regulator Consulting Dr David Smith - Jan 16 - Jun 16	1	2,725.00	2,725.00
Medical device development and regulatory consulting for PSG (Nov '15 - Jun '16)	BALANCE DUE		**$69,257.90**

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1008	08/31/2016	$13,112.48	09/30/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Patent Legal Reimb July activity Orrick	1	5,272.88	5,272.88
Medical Device / Regulator Consulting July Activity - Phil Phillips	1	5,768.35	5,768.35
Medical Device / Regulator Consulting Priority Designs July Activity for PSG	1	2,071.25	2,071.25
	BALANCE DUE		**$13,112.48**

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1009	10/10/2016	$36,267.60	11/09/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Patent Legal Reimb August patent activity	1	2,352.75	2,352.75
Medical Device / Regulator Consulting FDA consulting & development	1	33,914.85	33,914.85
	BALANCE DUE		$36,267.60

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1010	11/15/2016	$4,310.13	12/15/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Patent Legal Reimb Orrick Invoices - PSG 50% Share	1	4,310.13	4,310.13
	BALANCE DUE		**$4,310.13**

Q30 Innovations
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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1011	11/15/2016	$5,015.03	12/15/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Medical Device / Regulator Consulting FDA Legal consulting services September 2016	1	5,015.03	5,015.03
	BALANCE DUE		**$5,015.03**

Q30 Innovations
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Westport, CT 06880

Invoice

BILL TO
Jamie Eno
PSG Innovation Corp
100 Domain Drive
Exeter, NH 03833

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1012	12/01/2016	$3,883.64	12/31/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Product Samples May 10 Samples to Jamie Eno for Coby Fleener - 15" - 1, 16" - 1, 17"-1, 18"-1	4	25.00	100.00
Shipping May 10 shipment to Jamie Eno via Fed Ex	1	48.00	48.00
Product Samples July 11 Samples to Ted Priestly	6	25.00	150.00
Product Samples July 11 Samples to Jamie Eno - 9 units	9	25.00	225.00
Shipping July 11 shipment to Jamie Eno via Fed Ex	1	26.80	26.80
Product Samples Aug 9 Samples to Ximedica - 6 collars	6	25.00	150.00
Shipping Aug 9 ship charges to Ximedica	1	22.30	22.30
Product Samples Nov 15 Samples sent to PSG Quebec - sizes 11-18, 1 each	8	25.00	200.00
Shipping Nov 15 ship charges to Canada - USPS	1	38.15	38.15
Product Samples Nov 15 samples for EV Testing & Aging - 18 - 15" collars, 8 - 19" collars	26	25.00	650.00
Shipping Nov 15 ship charges for collars from Q30 offices for EV testing	1	45.39	45.39
Product Samples Nov 15 samples from Q30 inventory at Sussex for EV testing - 24 - 11", 24 - 14", 6 - 15", 16 - 19"	70	25.00	1,750.00
Shipping Nov 15 ship charges for collars from Sussex	1	78.00	78.00
Product Samples Nov 30 - 16 samples (2 of each size) hand delivered to JE	16	25.00	400.00

BALANCE DUE	**$3,883.64**

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Exeter, NH 03833

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1013	12/19/2016	$29,797.01	01/18/2017	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Patent Legal Reimb Orrick Fees for Global Patent Prosecution	1	27,258.09	27,258.09
Patent Legal Fees Fasken - Canada Patent Matters	1	1,505.00	1,505.00
Patent Legal Reimb CPA Global - Filing Fees	1	1,033.92	1,033.92
	BALANCE DUE		$29,797.01

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1014	12/19/2016	$1,816.76	01/18/2017	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Product Samples Collar case samples for testing	300	5.00	1,500.00
Shipping Freight charges for collar cases	1	316.76	316.76
	BALANCE DUE		**$1,816.76**

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1015	12/19/2016	$6,758.17	01/18/2017	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Medical Device / Regulator Consulting Priority Designs work requested by PSG	1	6,758.17	6,758.17
	BALANCE DUE		$6,758.17

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PSG Innovation Corp
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Exeter, NH 03833

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1016	12/19/2016	$2,224.25	01/18/2017	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Medical Device / Regulator Consulting FDA activities with ROG & Perkins Coie (PSG 50% share)	1	2,224.25	2,224.25
	BALANCE DUE		**$2,224.25**

Q30 Innovations
257 Riverside Avenue
Westport, CT 06880

Invoice

BILL TO
Jamie Eno
PSG Innovation Corp
100 Domain Drive
Exeter, NH 03833

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1017	12/27/2016	$483.10	01/26/2017	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Product Samples Size 11 Collars	5	25.00	125.00
Product Samples Size 14 Collars	5	25.00	125.00
Product Samples Size 15 Collars	4	25.00	100.00
Product Samples Size 19 Collars	5	25.00	125.00
Shipping Per Jamie Eno's Instructions on Dec 20 - shipped on Dec 22	1	8.10	8.10
	BALANCE DUE		**$483.10**

Q30 Innovations
257 Riverside Avenue
Westport, CT 06880

Invoice

BILL TO
Michael Wall
PSG Innovation Corp
100 Domain Drive
Exeter, NH 03833

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1018	01/19/2017	$12,029.74	02/18/2017	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Patent Legal Reimb CPA Global Patent Registration Fees	1	1,660.22	1,660.22
Patent Legal Reimb Orrick Patent Prosecution Fees for December - Invoices 1632196/ 1632192 / 1632197 / 1632195 / 1632193 / 1632194 - PSG 50% Share	1	10,369.52	10,369.52
	BALANCE DUE		$12,029.74

SCHEDULE
"3"

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BPS US Holdings Inc., *et al.*,	Case No. 16-12373 (KJC)
Debtors.	Jointly Administered

AFFIDAIVT OF DR. JULIAN E. BAILES, JR., MD, IN SUPPORT OF THE OBJECTION OF Q30 SPORTS, LLC, Q30 SPORTS SCIENCE, LLC, BRUCE ANGUS AND THOMAS HOEY TO THE SALE MOTION AND THE PROPOSED ASSUMPTION AND ASSIGNMENT OF THE Q30 AGREEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Dr. Julian E. Bailes, Jr., MD, being first duly sworn on oath, depose and state as follows:

1. I am over the age of 18 and am competent to give this affidavit. I make this affidavit in support of the Objection of Q30 Sports, LLC ("Q30 Sports"), Q30 Sports Science, LLC ("Q30 Parent", together with Q30 Sports, "Q30"), Bruce Angus and Thomas Hoey to the Sale Motion of the Proposed Assumption and Assignment of the Q30 Agreements (the "Objection"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Objection.

2. I am the Chairman of the Department of Neurosurgery and Co-Director of the NorthShore Neurological Institute, and a co-founding member of Q30. A true and correct copy of my *curriculum vitae* is attached hereto as Exhibit A.

3. The facts stated within this affidavit are true and correct and based upon my personal knowledge, and I am competent to testify.

4. The Q-Collar is incredibly unique and provides a novel approach to ameliorating an important public health issue - traumatic brain injuries caused by head impacts, including sub-concussive and concussive blows. The device essentially reduces the ability of the brain to "slosh"

inside the head by applying a specific amount of pressure to the muscles surrounding the inner jugular veins that slightly increases the blood volume within the venous structures inside the head, thereby creating a tighter fit of the brain inside the cranium. The Q-Collar provides a critical supplement to the protection provided by the latest helmet technology. Quite simply, nothing like it has ever existed to provide real brain injury protection to athletes engaged in contact sports, including un-helmeted sports. Both laboratory and human clinical trials have shown that the Q-Collar is safe for use by athletes and effective in reducing markers for brain injuries that often occur in those engaged in hockey, football and soccer.

5. The Q30 Technology has the capability of changing the sporting landscape worldwide by protecting athletes from traumatic brain injuries caused by head impacts, including in sports where athletes currently play without any head protection. In furtherance of this goal, it is of the upmost importance that the Q30 Technology be commercialized as soon as possible.

By: _____
Julian E. Bailes, Jr., MD

STATE OF ILLINOIS]
] to wit:
COUNTY OF COOK]

Before me, PARVEEN R. DAVID, on this day personally appeared Julian Bailes, Jr., MD, known to me (or proved to me on the oath of Julian Bailes, Jr., MD, or through description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24 day of January, 2017.

OFFICIAL SEAL
P R DAVID
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/13/18

P. R. David
Notary Public
My Commission Expires: 08/13/18

Exhibit A

January 2017

CURRICULUM VITAE

JULIAN E. BAILES, JR. M.D.

PERSONAL

Birthplace: Alexandria, Louisiana

Address: Department of Neurosurgery
NorthShore University HealthSystem
2650 Ridge Avenue
Kellogg-3rd Floor
Evanston, IL 60201

EDUCATION

College: Louisiana State University
Baton Rouge, Louisiana
B.S. 1978

Graduate: Louisiana State University School of Medicine
New Orleans, Louisiana
M.D. 1982

Postgraduate: Externship: Neurosurgery – Head/Spinal Trauma
Los Angeles County Hospital
Los Angeles, CA
1981

Externship: Neurosurgical Oncology
Memorial Sloan Kettering Cancer Center
New York, NY
1981

Internship: General Surgery
Northwestern Memorial Hospital
Chicago, Illinois
1982-1983

Residency: Neurological Surgery
Northwestern University Medical Center
Chicago, Illinois
1983-1987

Fellowship: Cerebrovascular Surgery
Barrow Neurological Institute
Phoenix, Arizona
January-July 1988

APPOINTMENTS:

Clinical Instructor
Division of Neurosurgery
Northwestern University
Chicago, Illinois
1987

Chief, Cerebrovascular Surgery
Allegheny General Hospital
Pittsburgh, Pennsylvania
1988 - 1997

Assistant Professor
Division of Neurosurgery
Medical College of Pennsylvania
Philadelphia, Pennsylvania
1989 - 1994

Clinical Instructor
Department of Neurosurgery
West Virginia University
Morgantown, West Virginia
1989 - 1993

Clinical Assistant Professor
Department of Neurosurgery
West Virginia University
1993 - 1997

Associate Professor
Division of Neurosurgery
Medical College of Pennsylvania/Hahnemann Univ.
Philadelphia, Pennsylvania
1994 - 1997

Senior Vice President
Medical Director
Orlando Regional Healthcare System
CareLink Management
Orlando, Florida
1997 - 1998

President/CEO
Greater Orlando Neurosurgery & Spine, P.A.
Orlando, Florida
1998 - 2000

Medical Director
Emergency Medical Services
Osceola County, Florida (Greater Metropolitan Orlando, selected by County Commission)
1998 - 2000

Director, Neurosurgery
Disneyworld Celebration Hospital
Orlando, Florida
1999 - 2000

Assistant Professor, College of Health and Public Affairs
University of Central Florida
Orlando, Florida
1999 - 2000

Professor and Chairman, Department of Neurosurgery
West Virginia University School of Medicine
Morgantown, WV
2000 –2011

Bennett Tarkington Chairman
Department of Neurosurgery
Co-Director, NorthShore Neurological Institute
NorthShore University Health System
Clinical Professor of Neurosurgery
University of Chicago Pritzker School of Medicine
Evanston, IL
2011-present

Co-Chairman, West Virginia Governor's Task Force on Healthcare
2005

Chairman, West Virginia Health Information Network
2006 to 2011

Chairman, Sports Medicine Committee, American Association of Neurological Surgeons & Congress of Neurological Surgeons 2002 to present

Advisor, NFL Players Association Committee on Head Injuries, 2007 to present

NASA Crew Protection Work Group, Orion Mars-Lunar Mission, Houston, TX, 2007-2009

Advisor, Competitive Safeguards & Medical Aspects of Safety Committee, NCAA, 2009 to present

Board of Directors, Blanchette Rockefeller Neurosciences Institute, 2009 to 2011

Medical Director, Spokesman, Progesterone for severe TBI, FDA-approved study, BHR Pharma, 2010-2011.

Chairman, Medical Advisory Board, Pop Warner Football, Inc. Philadelphia, PA. 2010 to present

Director, NFL Players Association, Second Opinion Network. 2010 to present

Neurological Consultant, NCAA

Neurological Consultant, Southeastern Conference

Neurological Consultant, National Federation of High Schools

Neurological Consultant, Arena Football League

Board of Directors, Chicago Interurban Neurosurgical Society, 2013 to present

Secretary/Treasurer, American Association of Neurological Surgeons/Congress of Neurological Surgeons Section Neurotrauma and Critical Care, 2014 to present. Chairman, 2018-2020.

Education Board, Collegiate Strength & Conditioning Coaches association (CSCCa) 2016 – present

AWARDS

Outstanding Radiology Student, Louisiana State University School of Medicine
New Orleans, Louisiana, 1982.

Anne Addington Research Award, Northwestern University, Chicago, Illinois, 1984.

Health Hero Award for Healthcare Innovations in Pennsylvania, Pittsburgh Business Times, Pittsburgh, 1996. (Telemedicine)

Outstanding Healthcare Achievement of 1996, Pittsburgh Executive Report Magazine 1996. (Telemedicine)

Finalist, Cerebral Resuscitation Project Competition, National Association of Emergency Medical Physicians, 1996. "Hypothermic Blood Substitutes to Resuscitate from Hemorrhagic Shock."

Dean's Excellence Award for Clinical Service, West Virginia University School of Medicine. 2001, 2003.

Leica Visionary in Neurosurgery Award, 2004.

"America's Best Doctors" 2001-02, 2003-04, 2005-06, 2007-08, 2009-10. 2011, 2012, 2013.

"America's Top Surgeons" 2006, 2007, 2009, 2010, 2011, 2012, 2013.

Louisiana State University Hall of Distinction Inductee 2011 (highest university honor granted to alumnus).

"Chicago Top Neurosurgeons", Chicago Magazine 2014.

"Healthcare Hero Award" The Association of Boxing Commissions Medical Committee Annual Meeting, Clearwater Beach, FL. July 28, 2014.

Inductee to the Louisiana Sports Hall of Fame and recipient of the Dave Dixon Louisiana Sports Leadership Award, June 23, 2016.

MEDIA APPEARANCES

ESPN, NBC Sports, Good Morning America, CNN, CNN Sports, Anderson Cooper Show, CBS Morning Show, Outside the Lines, C-Span, Today Show, NBC Nightly News, Larry King Live, PBS, Dr. Oz Show, ABC Nightline, ABC Secrets of Your Mind mini-series, ESPN Magazine, Al Jezeera, Northwest Herald, Time, Sports Illustrated, and various local media.

GRANTS – Principal or Co-Investigator

1986	Study of Effects of CO2 Laser on Primate Peripheral Nerves	Marshall Bennett Fund, Evanston Hospital, Evanston, IL	1986$30,000
1989	Study of Ultraprofound Hypothermia with blood substitution in canine model	Allegheny-Singer Research Institute, Pittsburgh, PA	$5,000
1989	Study of effects of hypothermia and blood substitution in multiorgan systems	Cryomedical Sciences, Inc., Washington, D.C.	$1,000,000
1993	Shock trauma model of hypothermia and blood substitution	Cryomedical Sciences, Inc., Bethesda, MD	$135,000
1993	Cardiac effects of intracranial hemorrhage	Allegheny-Singer Research Institute, Pittsburgh, PA	$10,000
1995	National Medical Practice Knowledge Bank, NIST-ATP Grant No. 70NANB5H1183	U.S. Department of Commerce	$21,300,000
1995	Tirilizad In Subarachnoid Hemorrhage, Principal Investigator	Upjohn, Inc	$600,000
1996	Telemedicine for Rural Health Care Delivery, Clinical Principal Investigator	U.S. Department of Commerce	$450,000
1996	Hypothermia and Blood Substitution - Canine and Primate Models, $100,000	Allegheny-Singer Research Institute	$100,000
1997	Head Injuries in Professional Football Players, annual to present	NFLPA Players Association	$135,000
1999	National Center for Study of Concussion in NFL Players	Celebration Health	$5,000
1999	Teaching Models of Cardiac Cerebral and Trauma Resuscitation	Osceola County Fire-Rescue Service	$15,000
2003	Medical Models of Homeland Security	Conaway Group	$25,000
2004	NFL Players' Association Center for Study of Retired NFL Athletes	Medtronic, Inc.	$250,000
2004	Homeland Security Comprehensive Assessment Model	U.S. Department of Homeland Security	$700,000
2005	Skull Base Lab Research	Synthes, Inc.	$30,000
2006	Omega 3 Fatty Acids in Traumatic Brain Injury	Inflammation Research Foundation	$30,000
2006	Skull Base Lab Research	Synthes, Inc.	$30,000
2007	Omega 3 Fatty Acids for Traumatic Brain Injury	Martek, Inc.	$30,000
2007	WVU Neurosurgical Chair	Hazel Ruby McQuain Foundation	$1,500,000
2007	DHA Supplementation for Prevention of Cognitive Deficits in Retired NFL Players	Martek, Inc.	$350,000
2007	Skull Base Lab Research	Synthes, Inc	$30,000
2008	WV State-wide Stroke Network	Hazel Ruby McQuain Foundation	$300,000
2008	DHA Pre-Treatment for TBI	Martek, Inc.	$76,000
2008	Skull Base Lab Research	Synthes, Inc	$30,000
2009	Skull Base Lab Research	Synthes, Inc	$30,000
2010	Progesterone	BHR Pharma	$61,000
2013	Concussion Models/Treatment	Abbott Laboratories	$135,000
2014	TBI Large Animal Model	Q30 Labs	$66,300
	Total Grant Funding		**27,458,300**

MEMBERSHIPS

American Medical Association
Congress of Neurological Surgeons
American Association of Neurological Surgeons
Pennsylvania Medical Society
Allegheny County Medical Society
Society of Cryobiology
Research Society of Neurological Surgeons
Joint Section AANS/CNS Neurotrauma and Critical Care
Joint Section AANS/CNS Cerebrovascular Surgery
Neurosurgeons for Health Care Reform
Aequanimitas Neurosurgical Society, President
Executive Council, Joint Section AANS/CNS for Trauma & Critical Care
Executive Council, AANS/CNS Joint Section of Cerebrovascular Surgery
West Virginia State Medical Association
American College of Emergency Physicians
Monongalia County Medical Society
West Virginia Emergency Medical Services Council

ADMINISTRATIVE (Institutional and Clinical)

Medical Director, Allegheny General Hospital Telemedicine
Medical Director, Neurolink Telemedicine
Medical Director, Allegheny Physician Access
Chairman, AHERF Committee on Telemedicine
Neurosurgical Consultant, Pittsburgh Steelers Football Team 1988 to 1997
Chairman, Neurosurgical ICU Critical Care Committee 1988 - 1991
Medical Advisory Board, E-Systems Medical Electronics
Neurosurgical Consultant, University of Central Florida, 1998-99
Florida Association of Emergency Medical Services Directors
Medical Director, Carelink Management Nursing Homes and Home Health Care Agency, Orlando, FL 1997-98
Carelink Advisor for Care Utilization, Prescription Drugs, Medicare Regulations. 1997-98
Medical Director, Center for Study of Head Injuries in Professional Athletes, University of North Carolina, Chapel Hill
Medical Director, Emergency Medical Services, Oceola County, Florida. 1998-2000
Medical Director, Emergency Medical Services, City of Kissimmee, Florida 1998-2000
Medical Director, Emergency Medical Services, City of St Cloud, Florida 1998-2000
Medical Advisor, Orange Co FL Sheriff's Office and National Sheriffs Association
Medical Director, National Domestic Preparedness Partnership (WVNG, WVSP) 2002-Present
Medical Advisor, Joint Agency Anti-Drug Task Force, Region Five WV 2002-Present
Medical Advisor, West Virginia State Police 2002-2011
Medical Director, Homeland Security Comprehensive Assessment Model, Orange County, FL, 2002-Present
Chairman, Sports Medicine AANS/CNS Section on Trauma, 2005-present

National Task Force for Transport of Injured Athletes
Examiner, American Board of Neurological Surgeons, 2000, 2004, 2010
Medical Review Committee, Association of Boxing Commissions, 2010
Chairman-Elect, AANS/CNS Joint Section on Trauma and Critical Care 2016

NATIONAL / INTERNATIONAL

Program Chairman, AANS/CNS Joint Section of Cerebrovascular Surgery, AANS Meeting Apr, 1996
Program Director: Sports Related Concussion and Nervous System Injury. Orlando, FL, Feb, 1997
Program Director: Sports Related Concussion and Nervous System Injury, Orlando, FL, Mar, 1988
Program Director: Sports Related Concussion and Nervous System Injury, Orlando, FL, May 1999
Scientific Committee, Joint Section on Cerebrovascular Surgery, Annual Meeting, Orlando, FL, Feb, 1998
Chairman, Internet Access Committee, Congress of Neurological Surgeons Annual Meeting, New Orleans, LA September, 1997
Cerebrovascular Section Representative to “Neurosurgery On-Call”, Internet Access
Chairman, Scientific Advisory Committee, Cryomedical Sciences, Inc.
Chairman, Host Committee, 1991 Congress of Neurological Surgeons
Chairman, Videotape Library, 1992 Congress of Neurological Surgeons
Chairman, Steering Committee on Telemedicine, AHERF
Chairman, Medical Advisory Committee, NMPKB project
Member, State Trauma System Action Team, Charleston, WV, 2002
President, West Virginia Neurosurgical Society, 2002-Present
President, Neurosurgical Society of the Virginias, 2004-2006

EDITORIAL

Editor, Neurosurgery (2009 to 2014)
Editorial Board, Journal of Neurotrauma
Editorial Board, Computerworld, (1996-1997)
Editorial Board, Telemedicine and e-Health (2002 – present)
Editorial Board, Neurosurgery On-Call (1996-2002)
Editorial Board, CNS/AANS Videotape Library (1989-1993)
Editor, Allegheny General Hospital Neuroscience Journal (1989-1993)
Editorial Board, Journal of Reconstructive Microsurgery Romania (1996-2002)
Editorial Board, AANS/CNS Publications Committee (1996-1999)
Reviewer, Neurosurgery
Reviewer, Journal of Neurotrauma
Reviewer, Stroke
Reviewer, American Jouranl of Sports Medicine
Reviewer, Journal of Orthopaedic and Sports Physical Therapy
Reviewer, Sports Medicine (Australia)
Reviewer, Athletic Training
Reviewer, Physician and Sports Medicine
Reviewer, Canadian Medical Journal
Reviewer, Zenbralblatt für Neurochirurgie
Reviewer, PLOS one

LICENSURE

State	Year	Cert. No.
Louisiana	1982	016562
Illinois	1984	069762-1
Arizona	1988	17274
Pennsylvania	1988	041673E
Ohio	1996	35-07-1901
Florida	1998	ME0075152
West Virginia	2000	20146

CERTIFICATION

American Board of Neurological Surgery
Certificate No. 92062
Written Passed 1986
Oral Passed 1992

PUBLICATIONS

ABSTRACTS

1. Kwaan HC, Bailes JE, Quigley MR, Cerullo LJ: Analysis of microvascular anastomosis with the low-power CO laser. Fed Proc. #7310, 44:1661, 1985.

2. Quigley MR, Bailes JE, Kwaan HC, Cerullo LJ: Incidence and histology of aneurysms following laser-assisted vascular anastomosis. Thromb Haemostasis #P822, 54:139, 1985.

3. Quigley MR, Bailes JE, Kwaan HC, Cerullo LJ: Endothelial function in laser-assisted microvascular anastomosis. Thromb Haemostasis #P831, 54:141, 1985.

4. Quigley MR, Bailes JE, Kwaan HC, Cerullo LJ: Effect of prostacyclin on surgically-induced vascular trauma. Thromb Haemostasis #P1244, 54:211, 1985.

5. Quigley MR, Bailes JE, Kwaan HC, Cerullo LJ: Laser-assisted vascular anastomosis. Bull Am Phys Soc 30:1854, (RJ9), 1985.

6. Bailes JE, Quigley MR, Cerullo LJ, Kline DG, Sahgal V: Nerve anastomosis with low-power CO2 laser. Bull Am Phys Soc 30:1954 (RJ5), 1985.

7. Quigley MR, Bailes JE, Kwaan HC, Heiferman K, Cerullo LJ: Microvascular laser-assisted anastomosis: Results at one year. Lasers Surg Med #112, 6:179, 1986.

8. Quigley MR, Bailes JE, Molteni A, Brizio-Molteni L, Cerullo LJ: Distant effects of ND-YAD laser. Lasers Surg Med #134, 6:206, 1986.

9. Bailes JE, Quigley MR, Cerullo LJ, Kline DG, Shagal V: CO2 laser nerve anastomosis: Histologic and electrophysiologic analysis. Lasers Surg Med #157, 6:248. 1986.

10. Quigley MR, Bailes JE, Kwaan HC, Cerullo LJ: Laser-assisted end-to-side anastomosis. J Reconst Microsurg 3:75, 1986.

11. Shah A, Bailes JE, Sahgal V, Cerullo LJ: Cytochemistry and morphometry of ratsciatic nerve following laser and suture treatments. Proceedings American Electron Microscopic Association 8:56-57, 1986.

12. Bailes JE, Quigley MR, Keenan V, Cerullo LJ, Meyer PR: Head trauma in the spinal-injured patient. Paraplegia 25:51 1987.

13. Bailes JE, Spetzler RF, Hadley MN, Baldwin H, Zambramski J: Management morbidity and mortality of Hunt and Hess Grade 4 and 5 aneurysm patients. J Neurosurg 70:309A, 1989.

14. Maroon JC, Kennerdell J, Sternau L, Wilberger JE, Bailes JE: The management of recurrent spheno-orbital meningiomas. J Neurosurg 72:354A, 1990.

15. Herman JE, Bailes JE, Quigley MR, Cerullo LJ, Meyer PR Jr: Cervical spine diving injuries. J Neurosurg 338-339A, 1990.

16. Teeple E, Bailes JE, Leavitt ML, Shih SR, Marquardt M, Elrifai A, Maroon JC: Ultra-profound hypothermia, complete blood substitution, cardiac arrest and low-flow perfusion in a dog model: A report. J Neurosurg Anesth 2:515, 1990.

17. Leavitt ML, Bailes JE, Elrifai AM, Teeple E, Shih RS, Marquardt M, Maroon JC: Survival from prolonged cardiac arrest in totally exsanguinated hypothermic dogs. Fed Amer Soc Exp Biol J 4(4):A963, 1990.

18. Bailes JE, Leavitt ML, Maroon JC, Teeple E, Elrifai AM, Shih SR, Marquardt M: Potential for ultra-profound hypothermia in totally exsanguinated and blood-substituted canine model: I. The method. Cryobiology 27(6):622, 1990.

19. Elrifai AM, Bailes JE, Leavitt ML, Shih RS, Teeple E, Marquardt M, Maroon JC: The use of ultra-profound hypothermia in totally exsanguinated and blood substituted canine model: II. The outcome. Cryobiology 27(6):622-623, 1990.

20. Elrifai AM, Bailes JE, Leavitt ML, Shih RS, Teeple E, Marquardt M, Maroon JC: The use of blood substitutes for whole body perfusion in ultra-profound hypothermic cardiac arrest. An Clin Lab Med Sci 20(4):292, 1990.

21. Elrifai AM, Loesch DV, Leavitt ML, Bailes JE, Shih SR, Maroon JC, Ciongoli KA, Devenyi C: rewarming rate and survival post induced ultra-profound hypothermia. Clin Research 38(3):793A, 1990.

22. Leavitt ML, Bailes JE, Shih RS, Elrifai AM, Teeple E, Maroon JC: Outcome following cooling to near the freezing point in totally blood-substituted dogs. Soc Neuroscience Abst 16:740, 1990.

23. Shih SR, Gianaris PG, Bailes JE, Maroon JC: CO2 laser-assisted embryonic spinal cord transplantation I. Lasers Surg Med 53:31, 1991.

24. Gianaris PG, Shih SR, Bailes JE, Maroon JC: CO2 laser-assisted embryonic spinal cord transplantation II. Lasers Surg Med 53:31-32, 1991.

25. Bailes JE, Spetzler RF: Management of symptomatic internal carotid artery occlusion. J Neurosurg 24:352-353A, 1991.

26. Leavitt ML, Bailes JE, Elrifai AM, Shih TS, Devenyi C, Ciongoli K, Bazmi B, Maroon JC: Experimental total blood substitution during profound hypothermic cardiac arrest in dogs. Cryobiology 28(6):520, 1991.

27. Leavitt ML, Bailes JE, Shih RS, Elrifai AM, Ciongoli K, Devenyi C, Bazmi B, Maroon JC: Complete blood substitution during profound hypothermic cardiac arrest in dogs. Biomat Art Cells & Immob Biotech 19:415, 1991.

28. Elrifai AM, Bailes JE, Maroon JC, Shih SR, Leavitt ML, Teeple E, Taylor MJ: Brain temperature in profound hypothermia: An experimental observation. Clin Res 39:798A, 1991.

29. Elrifai AM, Bailes JE, Leavitt ML, Shih SR, Teeple E, Taylor MJ, Maroon JC: In vivo changes in the composition of a blood substitution of a blood substitute during hypothermia. Proceedings of Assoc Adv Med Instrument 169, 1991.

30. Elrifai AM, Bailes JE, Maroon JC, Shih SR, Leavitt ML, Teeple E, Devenyi C, Ciongoli K, Bazmi B: Continuous measurements of intracranial pressure under hypothermia and blood substitution in canines. Clin Res 40(1):107A, 1992.

31. Bailes JE, Elrifai AM, Taylor MJ, Leavitt ML, Shih SR, Teeple E, Maroon JC: Blood substitution in profound hypothermia. ASAIO Abstr, p 4, 1992.

32. Leavitt ML, Bailes JE, Teeple E, Taylor MJ, Elrifai AM, Shih SR, Maroon JC, Ciongoli K, Devenyi C, Bazmi B: Improved method for profound hypothermic cardiac arrest using blood substitution. ASAIO Abstr, p 58, 1992.

33. Leavitt ML, Bailes JE, Elrifai AM, Taylor MJ, Maroon JC, Shih TS, Teeple E: Blood parameters following extracorporeal circulation of a blood substitute during profound hypothermia in dogs. American Academy of Cardiovascular Perfusion Abstr, 1992.

34. Leavitt ML, Bailes JE, Shih RS, Elrifai AM, Teeple E, Taylor MJ, Maroon JC: Changes in intracranial pressure during profound hypothermic blood substitution in dogs. Fed Amer Soc Exp Biol J, 6(5):A831, 1992.

35. Teeple E, Elrifai AM, Bailes JE, Maroon JC, Leavitt ML, Shih SR, Bazmi B: Brain versus body temperature in hypothermia: Clinical implications derived from an experimental study. Soc Cardiovasc Anesthesiologists Proceedings, p 274, 1992.

36. Bailes JE, Elrifai AM, Leavitt ML, Shih SR, Teeple E, Taylor MJ, Maroon JC: Blood substitution and profound hypothermia: Extending the safe limits of cardiac arrest. Aviat Space Environ Med 63(5):408, 1992.

37. Elrifai AM, Bailes JE, Maroon JC, Shih SR, Leavitt ML, Teeple E, Ciongoli K, Devenyi C, Bazmi B: The effects of rewarming on influencing variable outcomes after exposure to ultraprofound hypothermia. Proceedings Assoc Adv Med Instrum p 26, 1992.

38. Leavitt ML, Bailes JE, Shih SR, Elrifai AM, Taylor MJ, Maroon JC, Teeple E: Rewarming following profound hypothermia combined with a sanguineous extracorporeal circulation in canines. Les Journees du CECEC Programme, Communication N 201, 1992.

39. Leavitt ML, Bailes JE, Shih SR, Taylor MJ, Elrifai AM, Teeple E, Maroon JC, Devenyi C, Ciongoli K, Bazmi B: Temperature changes after profound hypothermic cardiac arrest. World Congress of Anesthesiologists Abstracts, p. 126, 1992.

40. Leavitt ML, Bailes JE, Shih SR, Taylor MJ, Elrifai AM, Teeple E, Maroon JC, Devenyi C, Ciongoli K, Bazmi B: Brain versus body temperature changes after profound hypothermic cardiac arrest. Soc Neuroscience Abstr 18(2):1586, 1992.

41. Elrifai AM, Bailes JE, Teeple E, Leavitt ML, Shih SR, Taylor MJ, Maroon JC: Serum levels of creatinine kinase (CK) in hypothermia and complete blood substitution. Soc Neuroscience Abst 18(2):1586, 1992.

42. Teeple E, Elrifai AM, Bailes JE, Shih SR, Leavitt ML, Taylor MJ, Maroon JC, Ciongoli KA, Devenyi C, Bazmi B: A summary of the means of support required during resuscitation from profound hypothermia and complete blood substitution. Proceed Int Soc Appl Cardiovasc Biology, Group A, P#10, 1992.

43. Leavitt ML, Bailes JE, Taylor MJ, Elrifai AM, Shih SR, Teeple E, Maroon JC: Low flow extracorporeal circulation in totally blood substituted profoundly hypothermic dogs. Proceed Int Soc Appl Cardiovasc Biology, Group A, P#6, 1992.

44. Elrifai AM, Bailes JE, Teeple E, Shih SR, Taylor MJ, Leavitt ML, Maroon JC: Cerebral perfusion pressure in profound hypothermic cardiac arrest in canines. Anesth Analg 76(2):S381, 1993.

45. Leavitt ML, Bailes JE, Elrifai AM, Taylor MJ, Teeple E, Shih RS, Maroon JC: Asanguineous perfusion of profoundly hypothermic dogs: An update. American Academy of Cardiovascular Perfusion Abstracts, 1993.

46. Leavitt ML, Bailes JE, Taylor MJ, Elrifai AM, Teeple E, Shih SR, Maroon JC: Biochemical recovery following profound hypothermic cardiac arrest and blood substitution. ASAIO Abstr. 22:64, 1993.

47. Leavitt ML, Bailes JE, Taylor MJ, Shih RS, Elrifai AM, Teeple E, Maroon JC: Motor activity during re-warming subsequent to profound hypothermic cardiac arrest in totally blood substituted dogs. Fed Amer Soc Exp Biol J 7(3):A441, 1993.

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44. Bailes JE: Head and spinal injuries in athletes. West Virginia Chapter American Academy of Family Physicians An Meet. Huntington, WV, December 1988.

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UT, February 1989.

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53. Bailes JE: Diagnosis and management of symptomatic cerebrovascular disease. Medical Grand Rounds, Conemaugh Valley Memorial Hospital, Johnstown, PA, June 1989.

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55. Bailes JE: Management of cervical spine injuries in athletics. National Athletic Trainers Assoc. Clinical Symposium and Workshop, Dallas, TX, June 1989.

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Basic and Applied, Louisville, KY, December 1989.

63. Bailes JE: Management morbidity and mortality of poor grade aneurysm patients. Neuroscience Grand Rounds, UCLA School of Medicine, Los Angeles, CA, January 1990.

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in profound hypothermia: An experimental observation. Southern Meet Am Fed Clin Res, New Orleans, LA, January 1992.

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119. Elrifai AM, Bailes JE, Govindan S, Leavitt ML, Teeple E, Shih SR, Adatepe MH, Maroon JC: Adaptation of the 10a Cerebrograph for an experimental model. Advances in Cerebral Blood Flow Conference, Pittsburgh, PA, May 1992.

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124. Bailes JE: Athletic cervical spine injuries. National Athletic Trainers Assoc. Ann. Meeting, Denver, CO, June 1992.

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perfusion of profoundly hypothermic dogs: An update. An Meet American Academy of Cardiovascular Perfusion, San Antonio, TX, January 1993.

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141. Bailes JE: Head injuries in athletes. American Assoc. Neurological Surgeons, Boston, MA, April 1993.

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JC: Hemorrhagic shock model of profound hypothermia and complete blood substitution: Transcranial carotid doppler evaluation of cerebral blood flow velocity. Advances in Clinical Aspects of Cerebral Blood Flow Conference, Pittsburgh, PA, April 1994.

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171. Bailes JE: Treatment options for the acute stroke patient: Grand Rounds, Elk County Hospital, Ridgeway, PA, September 1994.

172. Bailes JE: Medical triage using a new telemedicine system: NeuroLink. Charles Cole Memorial Hospital, Coudersport, PA, September 1994.

173. Bailes JE: NeuroLink: A computerized neurosurgical telemedicine network. Sharon Regional Medical Center Grand Rounds, Sharon, PA, September 1994.

174. Bailes JE: Surgical treatment of cerebral aneurysms and care of the subarachnoid hemorrhage patient. Medical Grand Rounds, Shadyside Hospital, Pittsburgh, PA, September 1994.

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178. Elrifai AM, Bailes JE, Maroon JC, Shih Sr, Teeple E, Taylor MJ: Brain temperature in profound hypothermia: An experimental observation. International Symposium on Hypothermic Medicine, Pittsburgh, PA, September 1994.

179. Taylor MJ, Elrifai AM, Shih SR, Bailes JE, Maroon JC:A feasibility study in a canine model for using profound hypothermia and blood substitution with Hypothermosol to enable resuscitation after hemorrhatic shock. International Symposium on Hypothermic Medicine, Pittsburgh, PA, September 1994.

180. Elrifai AM, Bailes JE, Teeple E, Shih SR, Taylor MJ, Maroon JC: Serum levels of creatinine kinase (CK) in hypothermia and complete blood substitution. International Symposium on Hypothermic Medicine, Pittsburgh, PA, September 1994.

181. Bailes JE: Surgical approaches to basilar trunk and vertebrobasilar aneurysms. Annual Meeting Congress of Neurological Surgeons. Chicago, IL, October 1994.

182. Bailes JE, Maroon JC: Preliminary experience and cost analysis with NeuroLink: A neurosurgical wide area computer network. Annual Meeting Congress of Neurological Surgeons, Chicago, IL, October 1994.

183. Bailes, JE, Elrifai AM, Taylor MJ, Maroon JC, Shih SR: Ultraprofound hypothermia with blood substitution in a shock trauma model. Annual Meeting Congress of Neurological Surgeons, Chicago, IL, October 1994.

184. Elrifai AM, Bailes JE, Govindan S, Teeple E, Taylor MJ, Shih SR, Adatepe MH, Maroon JC: Cerebral blood flow measurement using radioactive Xenon 133 under Pentothal and Fentanyl Anesthesia. Ann Meet Soc Neuroscience, Miami, FL, November 1994.

185. Bailes JE: Surgical approaches to vertebrobasilar junction and basilar trunk aneurysms. ANI Annual Cerebrovascular Symposium, Pittsburgh, PA, December 1994.

186. Bailes JE: Skull base approaches to cerebral aneurysms. Pan-Pacific Skull Base Surgery Workshop, Lanai, Hawaii, March 1995.

187. Elrifai AM, Bailes JE, Taylor MJ, Simon D, Shih SR, Govindan S, Diamond D: Transcranial carotid doppler evaluation of cerebral blood flow velocity in a hemorrhagic shock model of profound hypothermia and complete blood substitution. Ann Meet Am Soc Neuroimaging, San Juan, Puerto Rico, March 1995.

188. Bailes JE: Surgical treatment of stroke. Sharon Regional Health System, Sharon, PA, March 1995.

189. Elrifai AM, Taylor MJ, Bailes JE, Shih SR, Wilberger JE, Maroon JC: A new hypothermic preservation solution for neural tissue preservation. Am Soc Neural Transpl, Tampa, FL, April 1995.

190. Bailes JE: Neurological injuries and the athlete. Amer Assoc Neurol Surgeons. Orlando, FL, April 1995.

191. Bailes JE: Traumatic head and neck injuries. Sports Medicine Update, Dept of Orthopedics, Allegheny General Hospital, Pittsburgh, PA, May 1995.

192. Simon D, Taylor MJ, Elrifai AM, Shih SR, Bailes JE, Davis D, Kluger Y, Diamond D: Profound hypothermia and blood substitution enables resuscitation after hemorrhagic shock. American Society for Artificial Internal Organ Ann Meet, Chicago, IL, May 1995.

193. Bailes JE: Ultraprofound hypothermia. Joint International Congress on Minimally InvasiveTechniques in Neurosurgery and Otolaryngology, Pittsburgh, PA, June 1995.

194. Bailes JE: Implementation of telemedicine networks for neurosurgical care. Neurosurgical Society of America, Sea Island, GA, June 1995.

195. Bailes JE: Surgical strategies for giant paraclinoid aneurysms. 4th International Workshop on Cerebrovascular Surgery, Chicago, IL, June 1995.

196. Bailes JE: Future advances in application of blood substitution and ultraprofound hypothermia for cerebrovascular surgery. 4th International Workshop on Cerebrovascular Surgery, Chicago, IL, June 1995.

197. Bailes JE: Stroke prevention and treatment. Armstrong County Memorial Hospital, Kittanning, PA, June 1995.

198. Bailes JE: Current and future prospects of telemedicine systems in neurological surgery. Aequanimitas Annual Meeting, Jackson Hole, WY, July 1995.

199. Bailes JE, Elrifai AM, Taylor MJ, Shih SR, Simon D, Diamond D: Combining ultra-profound hypothermia with blood substitution facilitate resuscitation from hemorrhagic shock. Am Coll Surgeon, Ann Meet, New Orleans, LA, October 1995.

200. Bailes JE: Principles and procedures in neuromonitoring for intracerebran and cerebrovascular surgery. Principles and Applications of Intraoperative Neurophysiologic Monitoring. Pittsburgh, PA November 1995.

201. Bailes JE: Skullbase approaches to intracranial aneurysms. ANI Second Annual Cerebrovascular Symposium. Pittsburgh, PA December 1995.

202. Dianzumba SB, Bailes JE, Elrifai AM, Shih SR, Emory R, Maroon JC and Reichek N. Intracranial hemorrhage induces cardiac damage. 68th Ann meeting, Am Heart Association, Anaheim, CA, November 1995.

203. Taylor MJ, Bailes JE, Elrifai AM, Shih SR, Simon D, Diamond DL, Mroon JC: Design and evaluation of hypothermic blood substitutes to facilitate resuscitation after hemorrhagic shock and 2 hr of cardiac arrest in canines. NAEMSP, Naples, FL January 1996.

204. Bailes JE: Update on the management of carotid artery disease. AGH Medical Grand Rounds, Pittsburgh, PA, January 1996.

205. Bailes, JE: Design and Evaluation of Hypothermic Blood Substitutes to Facilitate Resuscitatin after Neurologic Shock and 2 hr. of Cardiac Arrest in Canines. National Assoc. EMS Physicians, Naples, FL, January 1996 (Finalist-Cerebral Resuscitation Papers).

206. Bailes, JE: Techniques of Carotid Endarterectomy. St. Louis University, Practical Anatomy Workshops, St. Louis, MO, January 1996.

207. Bailes, JE: Thrombotic and Embolic Complications of Carotid Endarterectomy. AHA Stroke Meeting, Cerebrovascular Section, San Antonio, TX, January 1996.

208. Bailes, JE: Surgical Management of Complex Cerebral Aneurysms. Update on Cerebral Aneurysm Conference. BroMenn Medical Center, Bloomington, Ill., February 1996 (Invited Guest).

209. Bailes, JE: Telemedicine Program in AHERF. Neuroscience Grand Rounds, AGH, Pittsburgh, PA February 1996

210. Bailes, JE: Neurosurgical Management of Head Injuries in Athletes. Conference on Sports Related Concussion, Pittsburgh, March 1996.

211. Bailes, JE: Hypothermia Applications in Neurosurgery. International Winter Congress on Minimally Invasive Techniques in Neurosurgery and Otolaryngology, Aspen, CO March 1996.

212. Bailes, JE: Minimally Invasive Techniques Applied to Carotid Artery Surgery. International Winter Congress on Minimally Invasive Techniques in Neurosurgery and Otolaryngology, Aspen, CO, March 1996.

213. Bailes, JE: Assessment and Management of patients with symptomatic and asymptomatic carotid stenosis. New Dimensions in Cardiology for the Primary Care Physician. Pittsburgh, PA March 1996.

214. Bailes, JE: Experimental Hypothermia. 16th Annual Meeting of Japanese Society of Neurological Surgeons. Matsue, Japan, April 1996 (Invited Guest).

215. Bailes, JE: Carotid Endarterectomy. 16th Annual Meeting of Japanese Society of Neurological Surgeons. Matsue, Japan, April 1996 (Invited Guest).

216. Bailes, JE: Thoracolumbar Injuries in Athletes. AANS Annual Meeting. Minneapolis, MN, April 1996.

217. Bailes, JE: Brachial Plexus Injuries in Athletes. AGH Sports Medicine Symposium. Pittsburgh, PA April 1996.

218. Bailes, JE: Overview of Skull Base Procedures in Cerebral Aneurysm Surgery and Moderator, Joint Section of Cerebrovascular Surgery, AANS Annual Meeting, Minneapolis, MN April 1996.

219. Bailes, JE: Brain attack protocol at AGH. Sharon Regional Health Center, Sharon, PA May 1996.

220. Bailes, JE: Design and implementation of a neurosurgical wide area network. Telemedicine 2000, Chicago, IL May 1996.

221. Bailes, JE: Assessment of cumulative head injury in professional football players. NFL Players Assoc. Annual Meeting, Alberquerque, NM, April 1996.

222. Bailes, JE: Controversial Problems in Athletes with Spinal Abnormalities. Congress of Neurological Surgeons, 46th Annual Meeting, Montreal, Canada, Sept. 1996.

223. Bailes, JE: New Therapeutic Strategies for the Management of Head Injuries. Congress of Neurological Surgeons, 46th Annual Meeting, Montreal, Canada, Sept. 1996.

224. Dureza C, Bailes JE, Maroon JC: A Preliminary Report on the Use of the Procap in Full Contact Football. Congress of Neurological Surgeons, 46th Annual Meeting, Montreal, Canada, Sept. 1996.

225. Dureza C, Fukushima T, Bailes JE, Kiya N, Maroon JC: Minimally Invasive Endoscopic Carotid Endarterectomy. Congress of Neurological Surgeons, 46th Annual Meeting, Montreal, Canada, Sept. 1996.

226. Dureza C, Fukushima T, Bailes JE, Levy DI, Maroon JC: The Use of Titanium VCS Autosuture in Cerebrovascular Surgery. Congress of Neurological Surgeons, 46th Annual Meeting, Montreal, Canada, Sept. 1996.

227. Bailes JE, Tantuwaya L, Fukushima T: Intraoperative Microvascular Doppler Sonography in Aneurysm Surgery. Congress of Neurological Surgeons, 46th Annual Meeting, Montreal, Canada, Sept. 1996.

228. Bailes JE: Construct and deployment of wide area neurosurgical network. National Medical Practice Knowledge Bank Symposium, Pittsburgh, PA Dec. 1996.

229. Bailes JE: Complications of carotid artery surgery. Joint Section on Cerebrovascular Surgery Annual Meeting, Anaheim, CA, February 1997.

230. Bailes JE: Selected cases of carotid artery origin cerebral ischemia management options. Joint Section on Cerebrovascular Surgery Annual Meeting, Anaheim, CA, February 1997.

231. Medary M, Bailes JE: EEG is the most reliable indicator for intraluminal shunting during carotid endarterectomy. Joint Section on Cerebrovascular Surgery Annual Meeting, Anaheim, CA, February 1997.

232. Bailes JE: Neurosurgical management of athletic head injuries. Sports related concussion and nervous system injuries. Orlando, FL, February 1997.

233. Bailes JE: Overview of athletic spine and spinal cord injuries. Sports related concussion and nervous system injuries. Orlando, FL February 1997.

234. Bailes JE: Evolution of telemedicine and application to a national medical knowledge bank. Neuroscience Conference, Allegheny General Hospital, Pittsburgh, PA February 1997.

235. Bailes JE: Development and implementation of a neurosurgical wide area network. Implications of an internet based system. Neurosurgical Society of America, Annual Meeting. London, March 1997.

236. Bailes JE: Injuries of the cervical spine, spinal cord, and peripheral nerves in athletes, Amer. Assoc. Neurol Surg., Annual Meeting, Denver, CO, April 1997.

237. Bailes JE: Head injuries in athletes. American Medical Society for Sports Medicine, Annual Meeting, Colorado Springs, CO, April 1997.

238. Bailes JE: Future telemedicine systems in neurosurgery. Southern Neurosurgical Society Ann. Meeting. Pinehurst, NC., May 1997.

239. Bailes JE: Critical care aspects of athletic nervous system injuries. Congress of Neurological Surgeons Ann. Meeting, New Orleans, LA., Sept. 1997.

240. Bailes JE: Anatomical and operative aspects of carotid endarterectomy. Congress of Neurological Surgeons Ann. Meeting, New Orleans, LA., Sept. 1997.

241. Bailes JE: Overview and classification of sports medicine for the neurosurgeon. Congress of Neurological Surgeons Ann. Meeting, New Orleans, LA., Sept. 1997.

242. Bailes JE: The National Medical Practice Knowledge Bank Project. Congress of Neurological Surgeons Ann. Meeting, New Orleans, LA., Sept. 1997.

243. Bailes JE: Computerized systems and Telecommunications: Present and Future Technology. Congress of Neurological Surgeons Ann. Meeting, New Orleans, LA., Sept. 1997.

244. Bailes JE: Webmedicine, The Internet and message management for future medicine. Telehealth and the Business of Telemedicine Meeting, Denver, CO., October 1997.

245. Bailes JE: Neurological telemedicine, Telemedicine 2000, Orlando, FL., Nov. 1997.

246. Bailes JE: Telemedicine systems: applications in trauma. Trauma Tactics Conference, Orlando, FL., Feb. 1998.

247. Bailes JE: Technique and indications for carotid endarterectomy (Session Moderator) Joint Section AANS/CNS and ASITN Stroke Meeting, Orlando, FL., Feb. 1998.

248. Bailes JE: Endovascular and surgical therapy for vascular malformations and stroke (Panelist). Joint Section AANS/CNS and ASITN Stroke Meeting, Orlando, FL., Feb. 1998.

249. Bailes JE: Chimame “blister” aneurysms. Barrow Neurological Institute Annual Conference, Phoenix, AZ, March 1998.

250. Bailes JE: Applications of telemedicine systems in neurosurgery. Barrow Neurological Institute Annual Conference, Phoenix, AZ, March 1998.

251. Bailes JE: Strategies for developing a neurosurgical practice partnering with managed care. American Association Neurological Surgery Annual Meeting, Philadelphia, PA, April 1998.

252. Bailes JE: Monitoring techniques in carotid endarterectomy. American Association Neurological Surgery Annual Meeting, Philadelphia, PA, April 1998.

253. Bailes JE: Sports Injuries: Special considerations for the head and spine. Indiana Spine Trauma Symposium, Indianapolis, IN, May 1998.

254. Bailes JE: Athletes: Factors in the decision to allow returns to play. . Indiana Spine Trauma Symposium, Indianapolis, IN, May 1998

255. Bailes JE: Applications of telemedicine and the Internet in neurological surgery. American Association Neurological Surgery Annual Meeting, Philadelphia, PA, April 1998.

256. Bailes JE: Developing stroke centers – “Brain Attack” in the community setting. American Association Neurological Surgery Annual Meeting, Philadelphia, PA, April 1998.

257. Bailes JE: Helmet and equipment design for contact sports. American College Sports Medicine. Orlando, FL., June 1998.

258. Elorifai AM, Taylor MJ, Bailes JE, Shih SR et al.: Further development of ultraprofound hypothermia and blood substitution in a canine model with a view to clinical trials. Society of Cryobiology Annual Meeting, Pittsburgh, PA, July 1998.

259. Bailes JE: Use of hypothermia and blood substitution for trauma resuscitation. American College of Surgeons, Annual Meeting, Orlando, FL, October 1998.

260. Bailes JE: Operative treatment of “giant” intracranial aneurysms. American College of Surgeons, Annual Meeting, Orlando, FL., October 1998.

261. Bailes JE: Minor head injuries: incidence, pathophysiology, and treatment. American College of Surgeons, Annual Meeting, Orlando, FL, October 1998.

262. Bailes JE: Management of athletic head and spinal injuries. American Association of Neurological Surgeons, Annual Meeting, Seattle, WA, October 1998.

263. Bailes JE: Current technologies for surgical practices. American Association of Neurological Surgeons Annual Meeting, Seattle, WA, October 1998.

264. Bailes JE: Internet and its applications in medicine and neurosurgery. American Association of Neurological Surgeons Annual Meeting, Seattle, WA, October 1998.

265. Bailes JE: Neurosurgical evaluation and treatment of brain and spinal injuries. Medical Management Group of Orlando. Orlando, FL, Jan. 1999.

266. Bailes JE: Organization and function of a county-wide emergency medical services system. Orlando, FL, Jan. 1999.

267. Bailes JE: Carotid endarterectomy and stenting. Joint meeting of Section of Cerebrovascular Surgery and ASITN. Nashville, TN Feb. 1999.

268. Bailes JE: When to play following athletic central nervous system injury. 23rd Annual Internal Medicine Conference, Orlando, FL, Mar. 1999.

269. Bailes JE: Issues in management of injured athletes. American Association of Neurological Surgeons Annual Meeting, New Orleans, LA, April 1999.

270. Bailes JE: Issues in management of injured athletes. American Association of Neurological Surgeons Annual Meeting, New Orleans, LA, April 1999.

271. Bailes JE: Establishing a modern medical practice utilizing networking and high technology. American Association of Neurological Surgeons Annual Meeting, New Orleans, LA, April 1999.

272. Bailes JE: Head injuries in athletes. Spinal Symposium on Athletic Injuries. American Association of Neurological Surgeons Annual Meeting, New Orleans, LA, April 1999.

273. Bailes JE: Management of athletic head injuries. Sports related nervous system injuries annual meeting, Orlando FL May 1999.

274. Bailes JE: Management of spinal injuries in athletes, Sports related nervous system injuries annual meeting, Orlando FL May 1999.

275. Bailes JE: Head and spinal injuries in sports. Florida Athletic Trainers Association Annual Meeting. Orlando, FL. June 1999.

276. Bailes JE: Surgical treatment of stroke. St. Luke's Hospital Annual Stroke Meeting. Lake Geneva, WI Sept. 1999.

277. Bailes JE: Surgical treatment for cerebral aneurysms and AVM's. St. Luke's Hospital Annual Stroke Meeting. Lake Geneva, WI Sept. 1999.

278. Bailes JE: Teleradiology and EMS in future treatment of the stroke patient. St. Luke's Hospital Annual Stroke Meeting. Lake Geneva, WI Sept. 1999.

279. Bailes JE: Concussion in sports. Congress Neurological Surgeons Annual Meeting. Boston, MA Nov. 1999.

280. Bailes JE: The neurosurgeon's role in future EMS systems. Congress of Neurological Surgeons Annual Meeting, Boston, MA, November 1999.

281. Bailes JE: Head injuries in sports, Congress of Neurological Surgeons Annual Meeting. Boston, MA, November 1999.

282. Bailes, JE: Development and structure of EMS systems for stroke and neurotrauma. Gateway to the Brain Conference. Orlando Science Center, Orlando, FL, November 1999.

283. Bailes JE: Carotid endarterectomy. Indications and results. Joint Meeting ASITN and JSCVS. New Orleans, LA. February 2000.

284. Bailes JE: Symposium moderator. Skull base meningiomas. North American Skull Base Society. Phoenix, AZ. February 2000.

285. Bailes JE: Concussion management in athletes. American Association Neurological Surgeons Annual Meeting. San Francisco, CA. April 2000.

286. Bailes JE: Concussion in athletes-classification systems. American Assoc Neurological Surgeons Annual Meeting. San Francisco, CA. April 2000.

287. Bailes JE, Jordan BD: Concussion history and current neurological symptoms among retired professional football players. American Academy of Neurology Annual Meeting. San Diego, CA. May 2000.

288. Bailes JE: Management of concussion in athletes. Neurosciences Teaching Weekend. Morgantown, West Virginia. September 2000.

289. Bailes JE: Surgical treatment of stroke. Neurosciences Teaching Weekend. Morgantown, West Virginia. September 2000.

290. Bailes JE: Surgical treatment of stroke. Hal Wanger Family Medicine Conference. Morgantown, West Virginia. October 2000.

291. Sadrolhefazi A, Miele V, Carr A, Bailes JE: A Retrospective Review of Neurological Injuries Related to Sports and Recreational Activities. American Association Neurological Surgeons Annual Meeting Toronto 2001.

292. Sadrolhefazi A, Miele V, Carr A, Bailes JE: A Retrospective Review of Neurological Injuries Related to Sports and Recreational Activities. The Neurological Society of the Virginias Annual Meeting, Homestead, VA, January 2001.

293. Bailes JE: Intrathecal thrombolysis for aneurismal intraventricular hemorrhage. The Neurological Society of the Virginias Annual Meeting, Homestead, VA, January 2001.

294. Carr A, Miele V, Bailes JE: Neurologic Hunting Injuries. Neurotrauma and Sports Medicine for the New Millennium Conference, Park City, UT. March 2001.

295. Bailes JE: Spinal stenosis in the athlete. American Association of Neurological Surgeons Annual Meeting. Toronto, April 2001.

296. Bailes JE: Skullbase approaches for aneurysms of the vertebrobasilar circulation. Duke University, International Neurosciences Symposium, Raleigh, NC. April 2001.

297. Miele V, Sadrolhefazi A, Carr A, Bailes JE: A Retrospective Review of Neurological Injuries Related to Sports and Recreational Activities. Edgar F. Heiskell Memorial Trauma Conference, Morgantown WV. September 2001.

298. Carr A, Miele V, Bailes JE, et al: Factors that Influence Neurologic Injuries and Death in ATV Accidents: a Ten Year Retrospective Review at the Jon Michael Moore Trauma Center. Edgar F. Heiskell Memorial Trauma Conference, Morgantown WV. September 2001.

299. Bailes JE, Miele V, Voelker J: Boxing and the neurosurgeon. Congress of Neurological Surgeons, San Diego, CA. September 2001.

300. Sadrolhefazi A, Miele V, Bailes JE: Influence of Head Position on the Effectiveness of Twist Drill Craniostomy for Chronic Subdural Hematoma. Congress of Neurological Surgeons, San Diego, CA. September 2001.

301. Bailes J, Day A, Miele V: Normal Perfusion Pressure Breakthrough in Small Arteriovenous Malformations. Congress of Neurological Surgeons, San Diego, CA. September 2001.

302. Bailes JE: Emerging surgical indications for stroke. Neurosciences Teaching Weekend, Morgantown, WV. September 2001.

303. Bailes JE: Prehospital care and secondary injury. Presentation for head trauma. Ohio Valley Trauma Update, Wheeling, WV. October 2001.

304. Bailes JE: Intrathecal Thrombolysis for Aneurysmal Intraventricular Hemorrhage. American Academy of Neurological Surgery Annual Meeting. Palm Beach, FL. November 2001.

305. Bailes JE: The medical database for effects of chronic head injury in NFL athletes. Center for the Study of Retired Athletes. Chapel Hill, NC. November 2001.

306. Bailes JE: Management of difficult cerebral aneurysms. Allegheny General Hospital, Pittsburgh, PA. December 2001.

307. Bailes JE: Neurosurgery. Preston Memorial Hospital, Kingwood, WV. December 2001.

308. Bailes JE, Carson LV, Rosen CL: Neurosurgery, Doctors On Call program, broadcast by

WVPTV. December 2001.

309. Bailes JE, Miele VJ, Unkelbach MH, Medary M, Voelker JL: Improved outcomes in poor-grade aneurysm patients. Neurological Society of the Virginias meeting, The Homestead, VA, January 2002.

310. Sadrolhefazi A, Miele V, Bailes JE: Influence of Head Position on the Effectiveness of Twist Drill Craniostomy for Chronic Subdural Hematoma. Neurological Society of the Virginias meeting, The Homestead, VA, January 2002.

311. Wilkinson C, Miele V, Nestor S, Rosen C, Bailes JE: Phenytoin and Magnesium Sulfate as Neuroprotective Agents in Acute Spinal Cord Injury. Neurological Society of the Virginias meeting, The Homestead, VA, January 2002.

312. Carr A, Miele V, Bailes JE, Mucha P, Helmkamp J: Factors that Influence Neurologic Injuries and Death in ATV Accidents. Neurological Society of the Virginias meeting, The Homestead, VA, January 2002.

313. Miele V, Hall L, Unkelbach M, Sadrolhefazi A, Carr A, Bailes JE: Soccer Related Neurological Injuries. Neurological Society of the Virginias meeting, The Homestead, VA, January 2002.

314. Bailes JE: Surgical Treatment of Strokes. Fairmont General Hospital, Fairmont, WV. February 2002.

315. Bailes JE: Boxing and the neurosurgeon. Neurotrauma and Sports Medicine Review, Orlando, FL. February 2002.

316. Bailes JE: Adult spine and spinal cord injuries: return to play issues. Neurotrauma and Sports Medicine Review, Orlando, FL. February 2002.

317. Bailes JE: Overview of Neurosurgery. 1st & 2nd year Medical Students February 2002.

318. Bailes JE: Head Injuries and Return to Play Issues. Graduate level Athletic Trainers class, West Virginia University, Morgantown, WV. March 2002.

319. Bailes JE, Miele VJ, Unkelbach MH, Medary M, Voelker JL: Improved outcomes in poor-grade aneurysm patients. Poster presentation, AANS Annual Meeting, Chicago, IL, April 2002.

320. Miele VJ, Price K, Pryputniewicz D, Becker D, Bailes JE: Analysis of Knockouts and Fatalities in the Sport of Professional Boxing. Poster presentation, AANS Annual Meeting, Chicago, IL, April 2002.

321. Miele V, Hall L, Unkelbach M, Sadrolhefazi A, Carr A, Bailes JE: Soccer Related Neurological Injuries. AANS Annual Meeting, Chicago, IL, April 2002.

322. Carr A, Miele V, Bailes JE, Mucha P, Helmkamp J: Factors that Influence Neurologic Injuries and Death in ATV Accidents. AANS Annual Meeting, Chicago, IL, April 2002.

323. Bailes JE, Guskiewicz K, Marshall S: Recurrent Sports-Related Concussion Linked to Clinical Depression. AANS Annual Meeting, Chicago, IL, April 2002.

324. Wilkinson C, Miele V, Nestor S, Rosen C, Bailes JE: Phenytoin and Magnesium Sulfate as Neuroprotective Agents in Acute Spinal Cord Injury. AANS Annual Meeting, Chicago, IL, April

2002.

325. Bailes JE: What is a Gamma Knife? WVUH Leadership Forum (Managers & Supervisors) Morgantown, WV. April 2002.

326. Bailes JE: Vasospasm. ICU In-service, Morgantown, WV. April 2002.

327. Bailes JE: Skull Base Approaches to Basilar Aneurysms. International Skull Base Symposium, West Palm Beach, FL. May 2002.

328. Bailes JE: Microvascular doppler monitoring during cerebral aneurysms. American Society of Neurophysiological Monitoring Annual Conference, Orlando, FL. May 2002.

329. Bailes JE: Stroke. MS 1 class, WVU School of Medicine, Morgantown, WV. May 2002.

330. Bailes JE: Neurological consequences of a professional football career. NFL Retired Players' Convention, Phoenix, AZ. May 2002.

331. Bailes JE: Vascular concerns. Surgery Clerkship lecture, WVU School of Medicine, Morgantown, WV. June 2002.

332. Bailes JE: Neurosurgical Management of the Athlete: the Spectrum of Traumatic Brain Injury in Athletes. New Developments in Sports-Related Concussion, UPMC Conference, Pittsburgh, PA. July 2002.

333. Bailes JE: Tactical Medicine. WV State Police, Charleston, WV. July 2002.

334. Bailes JE: Heat Stroke & Dietary Supplements. Aequanimitas Society meeting, Cleveland, OH. August 2002.

335. Bailes JE: Tactical Medicine. WV National Guard, Kingwood, WV. August 2002.

336. Bailes JE: Management of Head & Neck Injuries in Athletes. ACOS Meeting, Orlando, FL. Sept. 2002.

337. Bailes JE: Management of Difficult Cerebral Aneurysms. ACOS Meeting, Orlando, FL. Sept. 2002.

338. Bailes JE: CNS Meeting, Philadelphia, PA Sept. 2002.

339. Bailes JE: The Role of Gamma Knife in the Neurosurgeon's Armamentarium. Gamma Knife Open House, Morgantown, WV. November 2002.

340. Bailes JE: Medical Perspectives on Bioterrorism. Dept. of Justice. Alexandria, VA. December 2002.

341. Bailes JE: Concussion. Neurotrauma and Sports Medicine Conference. Orlando, FL. February 2003.

342. Bailes JE, Miele V: Fatalities in Organized Sports: What Have We Learned? AANS Meeting, San Diego, CA. April/May 2003.

343. Miele V, Price K, Pryputniewicz D, Becker D, Bailes JE: Analysis of Knockouts and Fatalities in

the Sport of Professional Boxing. AANS Meeting, San Diego, CA. April/May 2003.

344. Bailes JE: Recurrent Sport-Related Concussion Linked to Clinical Depression. AANS Meeting, San Diego, CA. May 2003.

345. Bailes JE: Challenges in Identifying & Treating Sports Injuries. AANS Meeting, San Diego, CA. May 2003.

346. Bailes JE: Concussions in the NFL. K. Douglas Bowers Orthopedic Lectureship, Morgantown, WV. September 2003.

347. Bailes JE: Gamma Knife: Radiosurgery in the Treatment of Brain Tumors. Fall Cancer Conference, Morgantown, WV. October 2003.

348. Bailes JE: Telemedicine. International and Virtual Neurological Surgery Colloquium, CNS Meeting, Denver, CO. October 2003.

349. Bailes JE: The Science of Sports Medicine. CNS Meeting, Denver, CO. October 2003.

350. Miele V, Bailes JE: Neurological Injuries to Occupants riding in the Cargo Area of Pickup Trucks in West Virginia. CNS Meeting, Denver, CO. October 2003.

351. Miele V, Becker D, Bailes JE: Death in the Ring – Analysis of 10 Boxing Fatalities. CNS Meeting, Denver, CO. October 2003.

352. Miele V, Carson L, Bailes JE: Acute Subdural Hematoma in a Female Boxer: Case report and a Discussion of Unique Risks to the Female Participant. CNS Meeting, Denver, CO. October 2003.

353. Bailes JE: Surgical Treatment of Difficult and Complex Aneurysms. 3rd Annual Temporal Bone Dissection Course and International Symposium on Clinical Neurosciences and Cerebrovascular Skull Base Surgery. Morgantown, WV. October 2003.

354. Bailes JE: Sideline evaluation and treatment of closed head injury. Family Practice and Sports Medicine Conference. Huntington, WV. November 2003.

355. Bailes JE: Neurosurgical perspective on acute ischemic stroke. AANS Cerebrovascular Section Meeting. San Diego, CA. February 2004.

356. Bailes JE: Periprocedural neuroprotection. AANS Cerebrovascular Section Meeting. San Diego, CA. February 2004.

357. Bailes JE: Current tenets in management in athletic head injuries. WV Trauma Symposium. Canaan Valley, WV. February 2004.

358. Bailes JE: Neurosurgical sports injuries. Synthes Maxillofacial Annual Meeting. Snowbird, UT. March 2004.

359. Bailes JE: Contemporary management in neurological sports medicine. J Jay Keegan Memorial Lectureship, University of Nebraska. Omaha, NE. April 2004.

360. Bailes JE: Neurosurgical athletic brain injuries. 2004 Sports Concussion and Spine Injury Conference. Boston, MA. May 2004.

361. Bailes JE: Temporary paralysis in athletes. Neurosurgical Society of America, Annual Meeting, Santa Fe, NM. June 2004.

362. Bailes JE: Boxing/Martial Arts and Concussion. New Developments in Sports-Related Concussion Conference, UPMC, Pittsburgh, PA. July 2004.

363. Bailes JE: Head Injury. Emergency/Trauma Symposium 2004, Wheeling, WV. October 2004.

364. Bailes JE: CT perfusion studies to define time window for stroke interventions. Neurosurgical Society of the Virginias annual meeting. The Greenbrier, WV. January 2005.

365. Bailes JE: Management of severe head injury and intracranial pressure. WV Trauma Symposium, Canaan Valley, WV. February 2005.

366. Bailes JE: Management of difficult cervical spine injuries in athletes. Neurotrauma Symposium, Orlando, FL. March 2005.

367. Bailes JE: On-field management of the injured athlete. Neurotrauma Symposium, Orlando, FL. March 2005.

368. Bailes JE: NATA/AFCA Spearing in football task force recommendations. Sports Related Concussion and Spine Injury Conference, Boston. May 2005.

369. Bailes JE: CT perfusion protocol for stroke. Aequanimitas Meeting, Seagrove Beach, FL. June 2005.

370. Bailes JE: West Virginia: Electronic medical records. West Virginia Healthcare Summit 2005. The Greenbrier, Lewisburg, WV. August 2005.

371. Bailes JE: Electronic health records initiative in West Virginia. Electronic Health Records Initiative Committee, Stonewall Resort, Roanoke, WV. September 2005.

372. Bailes JE: Electronic medical records. West Virginia Health Information Management Association annual meeting. Flatwoods, WV. September 2005.

373. Bailes JE: Cervical disease. WVUH Spine Conference. Lakeview Resort, Morgantown, WV. October 2005.

374. Bailes JE: Steroids in sports. Vital Signs television show, Charleston, WV. November 2005.

375. Bailes JE: Giant aneurysms panel discussion. Extracranial and Intracranial Bypass workshop, Barrow Neurological Institute, Phoenix, AZ. February 2006.

376. Bailes JE: Concussion and brain injury: treatment with high dose DHA. Management of the Neurotrauma Patient, Toronto, ON. April 2006.

377. Bailes JE: Electronic Medical Records. Ohio Valley Medical Center, Wheeling, WV. May 2006.

378. Bailes JE: Stroke. State of the Stroke West Virginia meeting, Charleston, WV. September 2006.

379. Bailes JE: Head injuries in the elderly. OVMC Trauma Symposium. Wheeling, WV. October 2006.

380. Bailes JE: E-Health and the effect on rural America. WV Rural Health Conference, Stonewall Resort, Roanoke, WV. October 2006.

381. Bailes JE: Sports injury update. Southern Neurosurgical Society Annual Meeting, Sea Island, GA. March 2007.

382. Bailes JE: Importance of HER. National Technology Transfer Center, Wheeling, WV. March 2007.

383. Bailes JE: Argument to continue boxing. AANS, Washington, DC. April 2007.

384. Bailes JE: Spectrum of outcome of sports concussion. The National Concussion Summit, Marina Del Rey, CA. April 2007.

385. Bailes JE: Concussion in sports: state of the science. Moderator, panel discussion. The National Concussion Summit, Marina Del Rey, CA. April 2007.

386. Bailes JE: Long Term Cognitive Impairment in the NFL Player. Sports Related Conference on Concussion & Spine Injury, Boston, MA. April 2007.

387. Bailes JE, Lovell M: Other studies of retired players. NFL Concussion Summit, Chicago, IL. June 2007.

Bailes JE, Maroon JC, Casson I: Does concussion lead to pugilistic dementia and alzheimers? NFL Concussion Summit, Chicago, IL. June 2007.

388. Bailes JE: Drug testing, panel discussion. WVU Sports Law Symposium. Morgantown, WV. October 2007.

389. Bailes JE: The neurosurgeon's livelihood in sports medicine. 2007 Annual Clinical Assembly of Osteopathic Specialists. Las Vegas, NV. October 2007.

390. Bailes JE: Is the hassle of setting up and using telemedicine worth the return? 2007 Annual Clinical Assembly of Osteopathic Specialists. Las Vegas, NV. October 2007.

391. Bailes JE: Having long-term results with complex aneurysms: what do I do now? 2007 Annual Clinical Assembly of Osteopathic Specialists. Las Vegas, NV. October 2007.

392. Bailes JE: Tauopathy dementia in the spectrum of athletic brain injury. Neurosurgical Society of the Virginias annual meeting. The Greenbrier, WV. January 2008.

393. Bailes JE: Neurosurgical trauma. NYUSOM Neurosurgery Grand Rounds. New York, NY. March 2008.

394. Bailes JE: NASA, Houston, TX. March 2008.

395. Bailes JE, Roberts L: Doctoring through a media frenzy. AMA Medical Communications Conference, San Diego, CA. April 2008.

396. Bailes JE: Life after sports: the challenges of informed decision making. Sports Concussion Seminar, Marina Del Rey, CA. April 2008.

397. Handley K, Bailes JE: DHA – the important omega 3 fatty acid in brain structure: its relevance in athletic brain injury. Sports Concussion Seminar, Marina Del Rey, CA. April 2008.

398. Bailes JE: Chronic traumatic encephalopathy in the professional athlete. Sports Medicine Conference, Boston, MA. May 2008.

399. Bailes JE, Guskiewicz K, Cantu R, et al: Brain injury panel discussion. Sports Medicine Conference, Boston, MA. May 2008.

400. Bailes JE: Concussion. Athletic Trainers Conference. UGa, Athens, GA. May 2008.

401. Sears B, Bailes JE: Omega 3 fatty acid supplementation reduces the extent of axon damage after brain trauma. ISSAFL 2008, Kansas City, MO. May 2008.

402. Bailes JE: Improving communication during a public health emergency. HLS Conference, Morgantown, WV. June 2008.

403. Bailes JE: Omega 3 EFA and head injury. Zone Labs, Bermuda. July 2008.

404. Bailes JE: Are there long-term neuropathological changes in athletes. New Development in Sports-Related Concussion Conference. Pittsburgh, PA. July 2008.

405. Bailes JE, Omalu B: Human and experimental evidence of neurodegeneration in contact sports. American Academy of Neurological Surgeons annual meeting, Phoenix, AZ. September 2008.

406. Bailes JE: Is there potential for long-term effects of athletic concussion? Visiting professor, Wayne State University Dept of Neurosurgery. Detroit, MI. October 2008.

407. Bailes JE: Use of Omega 3 fatty acids in neural trauma. 2nd International Zone Conference, Anti-inflammatory Medicine. Cancun, Mexico. November 2008.

408. Bailes JE: Concussion. American Football Coaches Association annual meeting. Nashville, TN. January 2009.

409. Bailes JE: Long-term consequences of athletic mild traumatic brain injury. Interurban Neurosurgical Society annual meeting. Chicago, IL. March 2009.

410. Bailes JE: Permanent brain injury – possibly to be caused by contact sports. Grand rounds, University of Illinois Chicago, IL. June 2009.

411. Bailes JE: New understanding of causes and consequences of sport-related concussion. Annual meeting Neurosurgical Society of the Virginias, The Greenbrier, WV. January 2010.

412. Bailes JE: Concussion 2010 – brain injury and brain armor. Big Sky Athletic Training and Sports Medicine Conference, Big Sky, MT. February 2010.

413. Bailes JE: Latest and greatest in traumatic brain injury. WV Trauma Symposium, Roanoke, WV. February 2010.

414. Bailes JE: What is chronic traumatic encephalopathy? Cyril H. Wecht Institute of Forensic Science and Law, Concussion Debate, Duquesne University, Pittsburgh, PA. March 2010.

415. Bailes JE: Controversies in the management of TBI in professional athletes. AANS, Philadelphia, PA. May 2010.

416. Bailes JE: Traumatic brain injury and concussion. Neurological and Neurosurgical Therapeutics 2010: Contemporary Diagnosis and Management. University of South Florida, Tampa, FL. May 2010.

417. Bailes JE: Spinal injuries in athletes. WVU Spine Conference, Morgantown, WV. September 2010.

418. Bailes JE: Head traumas and concussions. Dieter-Porter Medical Lecture, Washington & Jefferson College, Washington, PA. October 2010.

419. Bailes JE: Mining disasters and safety: the Sago Mine experience. Grand Rounds, Allegheny General Hospital, Pittsburgh, PA. December 2010.

420. Bailes JE: Reduction of Concussion and Subconcussive Traumatic Brain Injury Through Slosh Mitigation. Annual meeting Neurosurgical Society of the Virginias, The Greenbrier, WV. January 2011.

421. Bailes JE, Maroon JC, Raksin PB: Football injuries and concussion: assessment, return to play, long-term sequelae and the neurosurgeon's role. CNS University of Neurosurgery Trauma Webinar. January 2011.

422. Bailes JE: The evolution in our knowledge of concussions: state of the art in 2011. WVATA Annual Sports Medicine Conference, Morgantown, WV. February 2011.

423. Bailes JE: Mild traumatic brain injuries in athletes: are they really mild? Dept. of Neurosurgery, Stanford University, Stanford, CA. March 2011.

424. Bailes JE: Mild traumatic brain injuries in athletes: are they really mild? Sally Herrington Goldwater Visiting Professor, Barrow Neurological Institute, Phoenix, AZ. March 2011.

425. Bailes JE: Sports-related traumatic brain injury. AANS, Denver, CO. April 2011.
426. Bailes JE: Subconcussion impacts: their role in producing long term brain damage. AANS, Denver, CO. April 2011.

427. Bailes JE: DHA and the research showing its benefits for the treatment and prevention of head concussions. Collegiate Strength and Conditioning Coaches Association National Conference, Kansas City, MO. May 2011.

428. Bailes JE: Subconcussive blows: what are their consequences in sport? Annual National Summit on Sports Concussion, Los Angeles, CA. May 2011.

429. Bailes JE: Repeated sub-concussive blows: do they occur and what do we know? National Athletic Trainers Association annual meeting, New Orleans, LA. June 2011.

430. Bailes JE: Cumulative brain damage after sports concussion. National Neurotrauma Symposium, Fort Lauderdale, FL. July 2011.

431. Bailes JE: Perioperative complications following SAH. University of Miami Aneurysm Workshop. Miami, FL Nov 2011.

432. Bailes JE: Mild traumatic brain injuries in athletes: are they really mild? Georgia Neurosurgical Society annual meeting. Atlanta, GA. Dec 2011.

433. Bailes JE: Brain protection internally by slosh mitigation. Georgia Neurosurgical Society annual meeting. Atlanta, GA Dec 2011.

434. Bailes JE: Mild traumatic brain injuries in athletes: are they really mild? NorthShore University HealthSystem, Medical Grand Rounds. February 6, 2012.

435. Bailes JE: Cervical Spine Injuries in Athletes. Dept. of Orthopedics, NorthShore University HealthSystem, Evanston, IL. April 6, 2012.

436. Bailes JE: Risks for CTE. Dept. of Neurosurgery, Medical College of Wisconsin. May 18, 2012.

437. Bailes JE: Mild traumatic brain injuries in athletes: are they really mild? 2012 Annual Clinical Assembly of Osteopathic Surgeons. Chicago, IL October 1, 2012.

438. Bailes JE: Return to Play Issues in Sports-Related Neurotrauma. American College of Surgeons Clinical Congress, Chicago, IL. October 2, 2012.

439. Bailes JE: Mild traumatic brain injuries in athletes: are they really mild? 6th Annual Fall CME Meeting - Association of Neurosurgery Physician Assistants. Chicago, IL October 6, 2012.

440. Bailes JE: Treating Brain Tumors — A Collaborative Approach to Care. Understanding Cancer Conference, Evanston Hospital, Evanston, IL Dec. 3, 2012.

441. Bailes JE: Mild traumatic brain injuries in athletes: are they really mild? The Epilepsy Foundation of Greater Chicago, Evanston, IL February 23, 2013.

442. Bailes JE: Concussion in football: An Update. Andrews Institute “Injuries in Football Conference, Destin, FL. March 2, 2013.

443. Bailes JE: Concussion management: Best practices for physician diagnosis. NCAA Concussion Task Force, Indianapolis, IN. April 12, 2013.

444. Bailes JE: Concussion management: Role in concussion management. NCAA Concussion Task Force, Indianapolis, IN. April 12, 2013.

445. Bailes JE: Chronic traumatic encephalopathy: Concussion cause vs. concussion correlation. NCAA Concussion Task Force, Indianapolis, IN. April 12, 2013.

446. Bailes JE: Chronic Traumatic encephalopathy: Risks and predispositions. NCAA Concussion Task Force, Indianapolis, IN. April 12, 2013.

447. Bailes JE: Chronic traumatic encephalopathy: Numerator and denominator-population estimates. NCAA Concussion Task Force, Indianapolis, IN. April 12, 2013.

448. Bailes JE: Practice guidelines and impact on concussion. NCAA Concussion Task Force, Indianapolis, IN. April 12, 2013.

449. Bailes JE: Mild traumatic brain injuries in athletes: Are they really mild? Keynote address at the American Medical Society for Sports Medicine, San Diego, CA. April 18, 2013.

450. Bailes JE: Consequences: Avoidance & managements of concussion & sports Injury. Practical Clinic 037 Concussion & Sports Injury: State of the Art. American Association of Neurological Surgeons Annual Scientific Meeting, New Orleans, LA. April 27, 2013.

451. Bailes JE: Historical contributions of neurosurgeons to neurological sports medicine. American Association of Neurological Surgeons Annual Meeting, Saturday, April 30, 2013, New Orleans, LA

452. Bailes JE: An Update on premorbid diagnosis of CTEL It's now a reality, but how will it help? 7th Annual National Summit on Sports Concussion, Atlanta, GA. May 10, 2013.

453. Bailes JE: Subconcussive blows and risk of CTE. 7th Annual National Summit on Sports Concussion. Atlanta, GA. May 10, 2013.

454. Bailes JE: Mild traumatic brain injuries in athletes: Are they really mild? Vivian L. Smith Department of Neurosurgery Grand Rounds, University of Texas Medical School at Houston. October 3, 2013.

455. Bailes JE: Concussion – Much ado about nothing? Congress of Neurological Surgery Annual Meeting, San Francisco, CA. October 19, 2013.

456. Bailes JE: Frequency, subconcussion: It is real and what is its impact. Congress of Neurological Surgery Annual Meeting, San Francisco, CA. October 21, 2013.

457. Bailes JE: Frequency, magnitude, and distribution of head impacts in Pop Warner Football. Congress of Neurological Surgery Annual Meeting, San Francisco, CA. October 21, 2013.

458. Bailes JE: Clinical Management of Concussions. New York Neurosurgery at A Cushing Neuroscience Institute Symposium Focus on Brain Tumor, Cerebrovascular and Head Trauma, , New York City, NY. December 14, 2013.

459. Bailes JE: Subconcussion and Its Effects. NCAA Safety in College Football Summit, Atlanta, GA. January 22, 2014.

460. Bailes JE: Effect of rule changes on mTBI in youth football. NCAA Safety in College Football Summit, Atlanta, GA. January 22, 2014.

461. Bailes JE: Long term consequences of repetitive brain trauma: CTE and Neurodegeneration. United Nations Headquarters, New York, NY. January 29, 2014.

462. Bailes JE: Concussion in Football: An Update. Andrews Institute "Injuries in Football Conference, Destin, FL. March 8, 2014.

463. Bailes JE: The Other Side of the Equation: Concussion Prevention. Andrews Institute "Injuries in Football Conference, Destin, FL. March 8, 2014.

464. Bailes JE: UCLA PET Study. NFL Players' Association Mackey-White Committee Meeting, Orlando, FL. March 21, 2014.

465. Bailes JE: Overview of new findings on concussion, Practical Course on Neurosurgeons Role in Addressing Concussion and Sports Injury at the 82nd AANS Annual Scientific meeting, San Francisco, CA. April 6, 2014.

466. Bailes JE: Abnormal white matter integrity related to head impact exposure in a season of high school varsity football. Discussant at the 82nd AANS Annual Scientific meeting, San Francisco, CA. April 8, 2014.

467. Bailes JE: The effects of multiple concussions and subconcussive impacts on brain function. Society Neuropsychology Society Annual Meeting. Dallas, TX. April 26, 2014.

468. Bailes JE: Limiting Collisions in High Velocity Sports: Implications for Hit Counts and Monitoring Subconcussive Blows. National Summit on Sports Concussions. Los Angeles, CA. May 2, 2014.

469. Bailes JE: "Is My Child's Brain Really Safe in Contact Sports?" 40th Annual Barrow Neurological Institute Neurosurgery Symposium. Phoenix, AZ. May 14, 2014.

470. Bailes JE: Agony and Ecstasy: Case Review and Lessons learned. 40th Annual Barrow Neurological Institute Neurosurgery Symposium. Phoenix, AZ. May 14, 2014.

471. Bailes JE: Laser Thermal Ablation to Treat Brain Metastases. Oncology Grand Rounds. NorthShore University Health System, Evanston Kellogg Cancer Center. Evanston, IL May 22, 2014.

472. Bailes JE: Mild Traumatic Brain Injury in Athletes: Are They Really Mild? Canadian Neurological Sciences Federation 2014 Annual Meeting. Banff, Alberta. June 4, 2014.

473. Bailes JE: Reflections on Neurosurgical Training and Changes in Health Care. The Department of Neurosurgery, University of Rochester Medical Center, Rochester, NY. June 26, 2014.

474. Bailes JE: Agony and Ecstasy: A Neurosurgeon's Role in Defining a New Disease and Treating an Old One. The Department of Neurosurgery, University of Rochester Medical Center, Rochester, NY. June 26, 2014

475. Bailes JE: Overview of Long Term Sequelae. 2014 Sports Concussion Conference, Chicago, IL. July 13, 2014.

476. Bailes JE: Subconcussive Impact and Cumulative Non-Concussive Hits and Their Long-Term Effects on the Brain. 2014 NFHS Concussion Summit, Indianapolis, IN. July 19-21, 2014.

477. Bailes JE: The Association of Boxing Commissions Medical Committee Annual Meeting, Clearwater Beach, FL. July 28, 2014.

478. Bailes JE: Early Experience with Parafascicular Approaches to Brain Tumors. 6 Pllar Approach at Aurora Research Institute, Milwaukee, WI. September 12-13, 2014.

479. Bailes JE: Mild Traumatic Brain Injury in Athletes: Are They Really Mild? Traumatic Brain Injury CME Symposium, University of Louisville, KY. October 10, 2014.

480. Bailes JE: Subconcussion in Impact Sports: Does it Exist and What is the Evidence. 2014 ISAPN Midwest Conference, Naperville, IL. October 10, 2014.

481. Bailes JE: CTE - Is this Real? General Session at the 2014 Congress of Neurological Surgeons Annual Meeting, Boston, MA. October 19, 2014.

482. Bailes JE: Athletic Head Injuries: Return To Play. 2014 Congress of Neurological Surgeons Annual Meeting, Boston, MA. October 20, 2014.

483. Bailes JE: Mild Traumatic Brain Injury in Athletes: Are They Really Mild? 4th Brain & Spine Symposium, Hollywood, FL. October 24, 2014.

484. Bailes JE: Management of Athletic Concussion. 4th Brain & Spine Symposium, Hollywood, FL. October 24, 2014.

485. Bailes JE: Sports Concussion Panel. 2014 Scientific Assembly of the American College of Emergency Physicians, Chicago, IL. October 27, 2014.

486. Bailes JE: Concussion Updates. Northwestern University Department of Athletics Sports Medicine. Evanston, IL. November 3, 2014.

487. Bailes JE: American Brain Tumor Association Presents: The Latest Innovations in Surgically Treating Brain Tumors. American Brain Tumor Association Webinar. November 4, 2014.

488. Bailes JE: Minimally-Invasive Surgical Techniques for Brain Tumor. Advancements in Brain Tumor Diagnosis and Treatments CME Lincolnshire, IL. December 1, 2014.

489. Bailes JE: Scope, Clinical Manifestations, and Overall Impact of Concussive Injury. Concussion Neurosurgery Symposium, University of Chicago, Chicago, IL. December 3, 2014.

490. Bailes JE: Mild Traumatic Brain Injury in Athletes: Are they really mild? NorthShore University HealthSystem, Department of Medicine - Internal Medicine Symposium, Northbrook, IL. December 5, 2014.

491. Bailes JE: Mild Traumatic Brain Injury in Athletes: Are they really mild? Staff, Students and Parents of Loyola Academy, Wilmette, IL. January 21, 2015.

492. Bailes JE: Mild Traumatic Brain Injury in Athletes: Are they really mild? American Society of Neuroradiology Annual Meeting, Chicago, IL. April 26, 2015.

493. Bailes JE: Contemporary Management of Sports Concussion: Emerging Themes. American Society of Neuroradiology Annual Meeting, Chicago, IL. April 27, 2015.

494. Bailes JE: Concussion 2015 – Issues and Progress. National Summit on Sports and Concussion Annual Meeting. Los Angeles, CA. June 5, 2015.

495. Bailes JE: Connecting the Dots: Patient advocacy, and serving patients. 2015 American Health Information Management Association Leadership Symposium, Chicago, IL. July 10, 2015.

496. Bailes JE: Early clinical experience with traumatic ICH. Subcortical Surgery Group, Park City, UT. July 31-August 1, 2015.

497. Bailes JE: Hemorrhagic Stroke Overview: The most deadly form of stroke. New England Hemorrhagic Stroke Meeting. Boston, MA. September 22, 2015.

498. Bailes JE: Sulcal and fascicular anatomy (didactic). New England Hemorrhagic Stroke Meeting. Boston, MA. September 22, 2015.

499. Bailes JE: Concussion…..Future directions. The Konkussion Retreat, Toronto, ON. September 25, 2015.

500. Bailes JE: Moderated Panel Discussion: Moving Toward More Targeted Evaluation and Active

Management Strategies for Concussion Subtypes. Approach for Treating Concussion Meeting. University of Pittsburgh Medical Center, Pittsburgh, PA. October 14-16, 2015.

501. Bailes JE: Deep Inside the Brain: New tools to treat brain tumors and lesions. The Illinois Society for Advanced Practice Nursing, Naperville, IL. October 16, 2015.

502. Bailes JE: Emerging Strategies in Diagnosis & Management of mTBI. Brain Injury Association of Illinois Conference. Oakbrook, IL. October 23, 2015.

503. Bailes JE: Politics and Sports. University of Massachusetts Lowell, Massachusetts, MA. March 2, 2016.

504. Bailes JE: Mild Traumatic Brain Injury in Athletes: Are they really mild? The Claremont Rehab and Living Center, Buffalo Grove, IL. March 6, 2016.

505. Bailes JE: Concussion Overview. National Sports Concussion Coalition, Chicago, IL. March 23, 2016.

506. Bailes JE: New and Emerging Technologies for Sports Concussion. National Sports Concussion Coalition, Chicago, IL. March 23, 2016.

507. Bailes JE: Mild Traumatic Brain Injury in Athletes: Are they really mild? Grand Rounds Visiting Professor Lecture at Beaumont Hospital Royal Oak, Detroit, MI. April 1, 2016.

508. Bailes JE: Principles of a Systems Approach for Tumors and Lesions. IU National Resident & Fellow Training Program, Indianapolis, IN. April 16, 2016.

509. Sindelar BD, Stone J, Bailes J: Transtentorial herniation, the neurosurgeons blight: A historical sketch and future directions. 2016 AANS Annual Scientific Meeting, Chicago, IL, April 30–May 4, 2016 (DOI:10.3171/2016.4.JNS.AANS2016abstracts)

510. Bailes JE: Neurosurgical Care of Athletes - Concussion, Spine, Peripheral Nerve and Return to Play. American Association of Neurological Surgeons Annual Meeting, Chicago, IL. May 1, 2016.

511. Bailes JE: Concussion & Treatment: What all parents and guardians should be aware of. New Trier High School, Winnetka, IL. May 18, 2016.

512. Bailes JE: Chronic Traumatic Encephalopathy. 13th Annual Sports Concussion, Traumatic Brain and Spine Injury Conference. Boston Children's Hospital, Harvard Medical School, Boston, MA. May 20, 2016.

513. Bailes JE: Concussion Overview: What We Know and Future Directions. National Summit on Sports Concussion, Los Angeles, CA. June 10, 2016.

514. Bailes JE: Emerging Perspectives on Chronic Traumatic Encephalopathy and the Long Term Effects of Concussion. Emerging Frontiers in Concussion, Pittsburgh, PA. June 11, 2016.

515. Bailes JE: Evolution of Neurological Sports Medicine & Brain Injury in Athletes. Emory University, Atlanta, GA. July 1, 2016.

516. Bailes JE: Comprehensive Management of Subcortical Abnormalities Using BrainPath Approach, sponsored by the Surgery Group, Boulder, CO. July 7, 2016.

517. Bailes JE: Sports-Related Head and Spinal Cord Injury: Return to Play and Other Management Considerations. 2016 Congress of Neurological Surgeons Annual Meeting. September 25, 2016. San Diego, CA.

518. Bailes JE: Marmarou Lecture: Mechanisms and Physicians of Traumatic Brain Injury – Revisited. Section on Neurotrauma and Critical Care. 2016 Congress of Neurological Surgeons Annual Meeting. September 26, 2016. San Diego, CA.

519. Bailes JE: Athletic Head Injuries: Return to Play. 2016 Congress of Neurological Surgeons Annual Meeting. September 26, 2016. San Diego, CA.

520. Bailes JE: Sports Related TBI. Update on Traumatic Brain Injury - Clinical Science Symposium, SNACC Annual Meeting. October 20, 2016. Chicago, IL.

Court File No. CV-16-11582-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERFORMANCE SPORTS GROUP LTD., BAUER HOCKEY CORP., BAUER HOCKEY RETAIL CORP., BAUER PERFORMANCE SPORTS UNIFORMS CORP., BPS CANADA INTERMEDIATE CORP., BPS DIAMOND SPORTS CORP., EASTON BASEBALL/SOFTBALL CORP., KBAU HOLDINGS CANADA, INC., PERFORMANCE LACROSSE GROUP CORP., PSG INNOVATION CORP., BAUER HOCKEY RETAIL INC., BAUER HOCKEY, INC., BAUER PERFORMANCE SPORTS UNIFORMS INC., BPS DIAMOND SPORTS INC., BPS US HOLDINGS INC., EASTON BASEBALL/SOFTBALL INC., PERFORMANCE LACROSSE GROUP INC., PSG INNOVATION INC.

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SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF FILING OF OBJECTION OF Q30 SPORTS, LLC, Q30 SPORTS SCIENCE, LLC, BRIAN ANGUS AND THOMAS HOEY TO THE SALE MOTION AND THE PROPOSED ASSUMPTION AND ASSIGNMENT OF THE Q30 AGREEMENTS

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place, Suite 1600
100 King Street West
Toronto, ON M5X 1G5

Jennifer Stam (LSUC No. 46735J)
Tel: 416-862-5697
Fax: 416-862-7661
Email: jennifer.stam@gowlingwlg.com

Lawyers for Q30 Sports Science, LLC and Q30 Sports, LLC