

FORM PTO-1595

(Rev. 6-93)

09-04-1998



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

JET

ATTORNEY DOCKET NO: 3219-1

100811106

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

PETER BARTOS

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 2. Name and address of receiving party(ies):

Name: ON-COURSE TECHNOLOGIES, INC.

Internal Address:

Street Address: 610 North Fairbanks Court-3rd Fl.

City: Chicago

State: IL

Zip: 60606

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 09/17/96

## 4. Application number(s) or patent number(s): Patent No. 5,335,212

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Samuel W. Apicelli

Internal address: ECKERT SEAMANS CHERIN &amp; MELLOTT

Street Address: 1700 MARKET STREET  
SUITE 3232

City: PHILADELPHIA State: PA Zip: 19103

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) ..... \$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

07-1745

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

*To the best of my knowledge and belief, the forgoing information is true and correct and any attached copy is a true copy of the original document.*

Samuel W. Apicelli

08/26/98

Name of Person Signing

Signature

Date

Registration No. 36,427

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks, Box Assignments

Washington, DC 20231

09/03/1998 INUYEN 00000155 5335212

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40.00 00

PATENT

REEL: 9414 FRAME: 0255

## PATENT ASSIGNMENT

ASSIGNMENT made September 15, 1996, by Peter Bartos, of Scottsdale, Arizona, Assignor, to On-Course Technologies, Incorporated, an Illinois corporation, with its principal place of business at 610 North Fairbanks Court, Third Floor, Chicago, Illinois, Assignee.

### Recitals

Letters patent of the United States for a new and original design for a golf timing device and control system, clock or similar article, have been issued to the Assignor, which letters patent are numbered 5,335,212 and dated August 2, 1994.

Assignor is the sole and exclusive owner of the improvement, invention, and letter patent and of all rights under the improvement.

Assignee desires to acquire the entire interest of the Assignor in the application, in the improvement, and in the design letters patent which has been issued for the invention improvement and patent.

This instrument has been executed to record the agreement of the parties with respect to the sale.

Now therefore, Assignee agrees to pay to Assignor as the purchase price for his entire interest in the design letters patent numbered 5,335,212 and dated August 2, 1994, the following consideration:

1. an amount equal to four percent (4%) of gross revenues for all monies generated from the sale or lease of the "Golf Clock" as described and pictured in the patent abstract;
2. an amount equal to two percent (2%) of gross revenues generated from a device or product developed by Assignee that is 1) substantially different than that described and pictured in the patent abstract and 2) incorporates the "Golf Clock" as described and pictured in the patent abstract; and,
3. an amount equal to ten percent (10%) of all monies received by Assignee for damages recovered by reason of any infringement of letters patent

Once total consideration for items 1, 2, and 3 amounts to eight thousand dollars (\$8,000.00) or more, Assignee's obligation to pay to Assignor shall be reduced to the following consideration:

1. an amount equal to two percent (2%) of gross revenues for all monies generated from the sale or lease of the "Golf Clock" as described and pictured in the patent abstract;
2. an amount equal to one percent (1%) of gross revenues generated from a device or product developed by Assignee that is 1) substantially different than that described and pictured in the patent abstract and 2) incorporates the "Golf Clock" as described and pictured in the patent abstract; and,
3. an amount equal to five percent (5%) of all monies received by Assignee for damages recovered by reason of any infringement of letters patent.

Assignee agrees at all time times to faithfully and industriously use its best efforts to diligently prosecute, at its own expense, all infringers brought to Assignee's attention who are infringing any of the rights granted pursuant to this Agreement.

Assignee also agrees not to sell, transfer or license its interest in the design letters patent purchased herein unless such sale, transfer, or license is expressly subject and subordinate to this agreement and unless such sale, transfer or license provides that the beneficial third party must abide by all of the terms and conditions of this agreement.

Assignee further agrees to pay Assignor in the following manner:

- Contingent monthly payments equal to the current percentage of gross revenues owed Assignor pursuant to this Agreement. Payments will be made by the 21<sup>st</sup> day of the month for the previous month's percentage of gross revenues owed using a cash basis method of accounting. In addition, all monies received by reason of infringement of letters patent shall be paid by the 21<sup>st</sup> day of the month following receipt by Assignee of such payment.
- Gross revenues, for the purpose of this Agreement, shall be defined as the gross cash receipts on account of sales less any applicable sales/lease tax.
- Assignee shall at all times keep an accurate sales account of its operations, and shall render, upon request, a full statement of the same in writing to Assignor each calendar quarter, within 30 days of the end of such calendar quarter. Assignee agrees, that Assignor shall have the right, at his own expense and not more often than once a year, to have a certified public accountant examine the books of Assignee for the purpose of verifying Assignee's statements and earned payments. Assignee shall also furnish to Assignor all such information concerning Assignee as Assignor may reasonably request.

In consideration of the sums detailed above, Assignor hereby assigns to the Assignee, its legal representatives, and assigns, his entire interest in such improvement, in such application, and in such design letters patent which have been issued for such golf timing device, such interest to be held to the full end of the term for which such design letters patent or any reissues, renewals, or extensions thereof are or may be granted, to the full end of the term for which said Letters Patent are granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

If Assignee should fail to use the Letters Patent granted herein to develop or produce the subject "Golf Clock" or a substantially similar product as described and pictured in the patent abstract for a period of five (5) years from the date first above written or if Assignee is adjudicated bankrupt or insolvent, then Assignor shall have the right to convert the assignment granted pursuant to this Agreement. Upon conversion pursuant to this paragraph, Assignee shall duly account to Assignor and transfer to him all rights which it has to the patents, inventions, processes, and apparatus which have been granted pursuant to the terms of this Agreement.

The Assignor represents and warrants that he has not granted and will not grant any rights inconsistent with the rights granted herein, and hereby binds himself, his legal representatives, and assigns, to execute all documents and perform all acts which may be necessary to carry this assignment into full effect.

Further, Assignor assigns to Assignee, its successors and assigns, all of Assignor's interest in improvement in the process of timing golf rounds, the golf timing device and in the letters patent issued therefor, together with all claims 's for damages and profits by reason of any past infringement of letters patent and the right to sue therefor, such interests, claims, and rights to be held to the full end of the term for which such letters patent or any reissues, renewals, or extensions thereof are or may be granted.

Assignor represents and warrants that:

- (1) Assignor is the party named in the patent, and is the party who made, or caused to be made, the application for the letters patent;
- (2) The patent is valid, and in full force and effect as of the date of this assignment;
- (3) The patent is free of any and all liens, security interests, claims, or other encumbrances of any nature or kind; and,
- (4) Assignor has the right and power to make this assignment, and he has made no prior transfer or sale, and no interest in the patent or any part of the

assigned rights, patent, property, or other interests has been previously or simultaneously granted, transferred, assigned, or otherwise conveyed.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue design letters patent numbered 5,335,212 and dated August 2, 1994 to Assignee, as Assignee of the entire interest in such design.

In witness whereof Assignor and Assignee have signed and sealed this instrument.

Executed September 17, 1996

ASSIGNOR

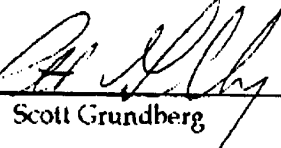
ASSIGNEE



Peter Bartos

On-Course Technologies, Inc.

By:



Scott Grundberg

State of Arizona )

County of )

MARICOPA )

ss:

Before me personally appeared Peter Bartos and acknowledged the foregoing instrument to be his free act and deed, September 17, 1996.



Notary Public

My Commission Expires  
10-15-00