1	\mathcal{I}	0	

PATENTS ONLY	1-30-2000 PATENTS ONLY
TO THE '	rents
i mara netr	
Please record	py thereof.
	dress of Party(ies) receiving an interest:
, , , , , , , , , , , , , , , , , , , ,	
Dickory Rudduck /	Name: IX Golf Pty Limited
Leonard John Dwyer 👵 🛛 NOV 0	اير Internal Address: Suite 404
Tee-Rite Pty. Limited	Street Address: 140 Sussex Street
E.	City: Sydney, New South Wales
ALLES ALLES	Country: Australia
Additional name(s) of conveying party(les) attached?	No Additional name(s) and addresses attached?
	Yes No
Leonard John Dwyer Tee-Rite Pty. Limited Additional name(s) of conveying party(ies) attached? Yes 3. Description of the interest conveyed:	
S. Description of the interest conveyed. ☐ Change of I	Name Other: //-3-00
2, 100 gon	., ,
☐ Security Agreement ☐ Merger	
Execution Date: April 21, 1998	and the set attack at 10 D Mar M No
4. Application number(s) or patent number(s). Additio	onal sheet attached? Yes No
If this document is being filed together with a new a	innlication, the execution date of the application is:
If this document is being med together with a new a	pplication, the execution date of the application is.
	Date
A. Patent Application No.(s)	B. Patent No.(s)
08/857,571	D 390,898 5,720,677
Additional num	ıbers attached? ☐ Yes ⊠ No
Name and address of party to whom correspondence	
concerning document should be mailed:	o. Hamber of approacions and patente inverted.
BRINKS HOFER GILSON & LIONE	7. Total fee (37 CFR 3.41) \$ <u>120.00</u>
P.O. BOX 10395	⊠ Enclosed
CHICAGO, IL 60610	Authorized to be charged to Deposit Account No.
(312)321-4200	23-1925
	8. Please charge any deficiencies in fee or credit any
DO NO	overpayment to Deposit Account No. 23-1925.
DO NO	OT USE THIS SPACE
9. Statement and signature.	
	ing information is true and correct and any attached copy is a true
copy of the original document.	/ 1 M
/39/2000 MTHAI1 00000261 08857571	1/ L/I \
্রঃউ ≾ ent_E. Genin 120.00 DP	November 1, 2000
Name of Person Signing	Signature Date
Total number of pages including	or cover sheet attachments and document: 9

Rev. Dec.-99
F:\cOMMON\kEG\dickory Rudduck 6791\6791-8\6791-8 Recordation of Assignment.doc

PATENT REEL: 011260 FRAME: 0916

ASSIGNMENT

THIS	DEED	OF	ASSIGNMENT	is	made	this	2155	day	of
	AF	RI.	<u>د</u>		_ , 19	998			

BETWEEN DICKORY RUDDUCK, of 81 Castle Circuit, Seaforth, New South Wales, Australia ("Rudduck") of the First Part,

AND LEONARD JOHN DWYER, previously of 10 May Street, Turramurra, New South Wales 2074, but now of 6/1 Balfour Street, Wollstonecraft, New South Wales 2065, Australia ("Dwyer") of the Second Part,

AND TEE-RITE PTY LIMITED, ACN 060 968 283, c/o Deloitte Touche Tohmatsu, 255 George Street, Sydney, New South Wales, Australia ("Tee-Rite") of the Third Part,

AND IX GOLF PTY LIMITED, ACN ______, of Suite 404, 140 Sussex Street, Sydney, New South Wales, Australia ("Assignee") of the Fourth Part.

WHEREAS:

- A. Rudduck and Dwyer are the inventors of an invention entitled "Golf Tee" and the Applicants for Patent or Patentees in respect thereof as detailed in Schedule I hereto ("the First Applications").
- B. Rudduck is the inventor of an invention entitled "Adjustable Height Golf Tee" and the Applicant for Patent or Patentee in respect thereof as detailed in Schedule II hereto ("the Second Applications").
- C. Rudduck is the author of a design entitled "A Golf Tee" and the Applicant for Registration or Registered Proprietor in respect thereof as detailed in Schedule III hereto ("the Third Applications").

of on

- D. Rudduck and Dwyer (jointly "the Inventors") granted Tee-Rite a licence in respect of the First Applications, the Second Applications and the Third Applications (or some of them) (the "Tee-Rite Licence").
- E. The Inventors and Tee-Rite wish to acknowledge cancellation of the Tee-Rite Licence.
- F. The Inventors wish to assign all rights in the First Applications, the Second Applications and the Third Applications (together, "the Intellectual Property") to the Assignee.

NOW THIS DEED WITNESSES that in consideration of the premises:

- 1. Subject to this Deed, and in consideration of the payments referred to in Clause 6 hereof, the Inventors hereby assign to the Assignee, to have and to hold absolutely, all right, title and interest in and to the Intellectual Property and all patents, design patents, utility models and design registrations based thereon including:
- (1) all right, entitlement and power to make any application for letters patent, design patent, utility model, registered design or any other form of protection in respect of the inventions disclosed in the Intellectual Property, to the benefit of the Assignee, in any country;
- (2) all right, title and interest in and to any letters patent, design patent, utility model, registered design, or any other form of protection granted as a result of any application referred to in (1) above;
- (3) the right to claim priority of any of the Intellectual Property in any country;

DR-

- (4) all right, title and interest in and to any copyright owned by the Inventors in respect of any literary work or drawings relating to the Intellectual Property, together with the right, entitlement and power to apply for registration of copyright, design, design patent or like protection, to the benefit of the Assignee in any country;
- (5) all right, title and interest in and to any registration of copyright, design, design patent or like protection granted as a result of any application referred to in (4) above; and
- (6) the right to sue in respect of any infringement of such copyright which may have occurred before the date of this Deed.
- 2. The Inventors agree, at the expense of the Assignee, to sign, execute and deliver all documents, forms and papers reasonably required to be produced or obtained by the Assignee in connection with any of the matters referred to in Clause 1. above.
- 3. The Inventors do not warrant that:
- (i) a patent or design registration will be granted in respect of those items of the Intellectual Property which are pending applications;
- (ii) any patent, design patent or design registration granted for the Intellectual Property is valid; or
- (iii) the exercise of the rights granted herein will not infringe any rights held by a third party.
- 4. Tee-Rite hereby acknowledges the termination of the Tee-Rite Licence and of all other agreements predating this Assignment and relating to or connected with the Intellectual Property or

25

associated copyright and that Tee-Rite has no claims against either of the Inventors in respect of the Tee-Rite Licence or any such other agreements.

- 5. The Assignee undertakes that it will not permit any item of the Intellectual Property to lapse, become abandoned, expire or be refused without giving the Inventors at least 30 days prior written notice of the date on which the relevant item will lapse, become abandoned, expire or be refused. Upon receiving such notice, the Inventors (or either of them) shall be entitled to require the Assignee to promptly re-assign the relevant item of the Intellectual Property (and all intellectual property based on such relevant item) to the Inventors (as provided in Clause 10 hereof) and to take over from the Assignee all further care and control of the relevant item of the Intellectual Property (and all intellectual property based on such relevant item). The Assignee shall promptly comply with any requirements of the Inventors (or either of them) in this regard.
- 6.1 The consideration for this Assignment is set out in subclauses 6.2 to 6.4 below.
- 6.2 The Assignee shall pay in a timely manner all fees and costs necessary to maintain in force the Intellectual Property, including without limitation all costs of prosecuting pending applications and renewing all registrations of the Intellectual Property.
- 6.3 The Assignee shall, within thirty (30) days of the end of each financial year in which gross profit was derived by the Assignee in respect of the Intellectual Property, pay to Tee-Rite or such party as is nominated by the directors of Tee-Rite, two-thirds (2/3) of actual profits, until the total amount paid by the Assignee to Tee-Rite shall equal the amount set out in Schedule IV (the "Initial Amount").

26

- 6.4 After the Initial Amount has been fully paid, the Assignee shall, within thirty (30) days of the end of each financial year in which gross profit was derived by the Assignee in respect of the Intellectual Property, pay to Tee-Rite or such party as is nominated by the directors of Tee-Rite, fifteen percent (15%) of actual profits.
- 7. In the event that the Assignee fails to fulfil any of its obligations under Clause 6 hereof and does not cure such failure within thirty days of receipt of a written notice from the Inventors (or either of them) so to do, the Inventors (or either of them) shall be entitled to require the Assignee to promptly re-assign the Intellectual Property (and all intellectual property which may have been filed by the Assignee based on the Intellectual Property) to the Inventors (as provided in Clause 9 hereof) and to take over from the Assignee all further care and control of the Intellectual Property (and all intellectual property which may have been filed by the Assignee based on the Intellectual Property). The Assignee shall promptly comply with any requirements of the Inventors (or either of them) in this regard.
- 8. The Assignee hereby irrevocably appoints each of the Inventors severally as the attorneys of the Assignee for the purpose of executing such documents as shall be necessary to effect the reassignment referred to in Clauses 5 and 7 hereof and procure its due registration.
- 9. In the event of re-assignment as provided in Clauses 5 or 7 hereof, the re-assignment of the First Applications and all intellectual property which may have been filed by the Assignee based on the First Applications shall be to the Inventors jointly, and the re-assignment of the Second Applications, the Third Applications and of all intellectual property which may have been filed by the Assignee based on the

orgo

Intellectual Property (apart from that based on the First Applications) shall be to Rudduck.

10. Except as provided by Clauses 5 and 7 hereof, the Assignee shall not be entitled to assign any of the Intellectual Property without the prior written consent of Tee-Rite. In the event that the Assignee wishes to assign all or any of the Intellectual Property (otherwise than as provided in Clauses 5 and 7 hereof), the Assignee and Tee-Rite shall enter into good faith negotiations with a view to Tee-Rite providing consent to the proposed assignment.

SCHEDULE I

PATENT APPLICATIONS

COUNTRY	NUMBER	APPLICANT/REG PROP	DATE
Australia	34446/93	L J Dwyer & D Rudduck	01.02.93
Canada	2147649	L J Dwyer & D Rudduck	01.02.93
China	93119496.2	L J Dwyer & D Rudduck	26.10.93
Europe	93903106.8	L J Dwyer & D Rudduck	01.02.93
Japan	- 5-512801	L J Dwyer & D Rudduck	01.02.93
Malaysia	MY-109135-A	L J Dwyer & D Rudduck	18.10.93
NZ	246835	L J Dwyer & D Rudduck	01.02.93
S Korea	95-701671	L J Dwyer & D Rudduck	26.04.95
ĀSU	continuation	L J Dwyer & D Rudduck	27.04.95
	of 08/432156	_	

400

SCHEDULE II

PATENT APPLICATIONS

COUNTRY	NUMBER	APPLICANT/REG	PROP	DATE
Australia	70638/94	D Rudduck		28.06.94
Australia	PN 6505 (la	psed)D Rudduck		10.11.95
Japan	7-502253	Ď Rudduck		28.06.94
UK	2293773	D Rudduck		28.06.94
USA	5720677	D Rudduck		27.12.95

SCHEDULE III

DESIGN APPLICATION/REGISTRATIONS

COUNTRY	NUMBER	APPLICANT	DATE
Australia	124731	D Rudduck	09.11.93
Canada	75560	D Rudduck	19.05.94
~~~~~~	75560	D Radadon	19.03.94
China	94301111.6	D Rudduck	19.05.94
India	170284	D Rudduck	23.11.95
Ireland	10654	D Rudduck	18.05.94
Japan	952712	D Rudduck	19.05.94
UK	2039164	D Rudduck	19.05.94
USA	3908 <b>9</b> 8	D Rudduck	19.05.94

### SCHEDULE IV

The Initial Amount:

m.

29

PATENT **REEL: 011260 FRAME: 0923**  IN WITNESS WHEREOF the parties hereto have executed these

presents the day and the year first above written.

Signed sealed and delivered by DICKORY RUDDUCK in the presence of:	Signature 21/4/98
Signature Of Curyun Name: Leowaso Your Day	16C
Signed sealed and delivered by Leonard John Dwyer in the presence of:	) ) ) Signature Date: 2/4/98
Signature Ducan M	
The Common Seal of TEE-RITE PTY/LIMITED  was hereunto affixed  in the presence of:  )	macon Russman
The Common Seal of  IX GOLF PTY LIMITED  was hereunto affixed  in the presence of:	Deux Caloo

30

**RECORDED: 11/03/2000** 

PATENT REEL: 011260 FRAME: 0924