

04-12-2001

Attorney's Ref. No. 6302-55000/JWS

FORM PTO-1595
1-7-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Director of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of Conveying Party(ies):

David H. Schneider

Additional name(s) of conveying party(ies) attached? ☐ YES ☒ NO

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

Name: LD Tee Corporation

Internal Address:

3. Nature of Conveyance:

3-27-01

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Street Address: 14203 N.E. 33rd Avenue

Execution Date: March 13, 2001

City Vancouver State WA ZIP 98686

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

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

29/125,439

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: John W. Stuart

Klarquist Sparkman Campbell Leigh & Whinston, LLP

Internal Address:

One World Trade Center, Suite 1600

Street Address:

121 S.W. Salmon Street

Portland, Oregon 97204-2988

6. Total number of applications and patents involved: one

7. Total fee (37 C.F.R. § 3.41): \$40.00 Enclosed

8. ☒ Any deficiency/overpayment is authorized to be charged to deposit account 02-4550.

400

DO NOT USE THIS SPACE

9. Statement and signature.

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

John W. Stuart

March 23, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 6

OMB No. 0651-0011 (exp. 4/94)

04/11/2001 GTOW11 00000215 29125439

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PATENT
REEL: 011657 FRAME: 0307

ASSIGNMENT OF PATENT

Effective Date: 13th day of March, 2001

Parties: DAVID H. SCHNEIDER
14203 N.E. 33rd Avenue
Vancouver, WA 98686
(hereinafter referred to as "Schneider")

LD Tee CORPORATION,
a Washington corporation
14203 N.E. 33rd Avenue
Vancouver, WA 98686
(hereinafter referred to as "Corporation")

Recitals:

A. Schneider has invented a certain design for a golf tee for which he has applied for Letters Patent of the United States; said application having been filed in the U.S. Patent Office on June 23, 2000, and given Serial No. 29/125,439.

B. Schneider desires to contribute the patent rights/technology and all rights therein to the Corporation.

C. Schneider has subscribed for certain shares of the Corporation pursuant to the Subscription Agreement attached hereto.

NOW, THEREFORE, the parties agree as follows:

1. **Definition.** As used herein the term "Technology" shall mean the technology developed and/or acquired by Schneider relating to the development of golf tees, including, but not limited to, the documents attached hereto as Exhibit 1, and including, but not limited to, all ideas, information, technologies, processes, know how, inventions, patents, formulas, specifications, drawings, data, methods and results, procedures, techniques, research, development, programs and all prototypes, components, improvements, enhancements and additions thereto and modifications and derivations thereof conceived or reduced to practice and all proprietary rights in or based on the foregoing.

2. **Assignment.**

2.1 **Technology.** Schneider hereby sells, assigns, and transfers to Corporation the full and exclusive right, title, and interest in and to said Technology and design patent application, and all design patent rights pertaining to said invention throughout the world, including foreign priority rights; said invention, application, and letters patent in this or any foreign country, and all divisions, continuations, reissues, and extensions thereof, to be held and enjoyed by Corporation, for its own use and benefit, and for its successors and assigns to the full end of the term for which letters patent

may be granted in this or any foreign country, as fully and entirely as the same would have been held by Schneider had this Assignment and sale not been made, and Schneider covenants that he has full right so to do, and agrees that he will communicate to Corporation, or its successors and assigns, any facts known to him respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing, and reissue applications, make all rightful oaths, and do everything possible to aid Corporation, its successors and assigns, to obtain and enforce property patent protection for said invention in this or any foreign country. Schneider hereby grants the law firm of Klarquist Sparkman Campbell Leigh & Winston, LLP, the power to insert on this Assignment any further information which may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of United States Patent and Trademark Office, for submitting and recording this document.

2.2 **Future Inventions.** This Agreement shall be deemed to include any future inventions and improvements made by Schneider which are an improvement, alteration or modification to the assigned Technology. Schneider will, after this assignment, disclose to Corporation all improvements within the scope of the assigned Technology and shall assign to Corporation the rights to such improvements so that the Corporation shall receive, by virtue of this assignment, all improvements and modifications to the Technology.

3. **Representations.** Schneider warrants and represents that he:

3.1 Is the owner of all right, title and interest to the Technology and all proprietary rights therein or based thereon.

3.2 Has not granted any licenses or rights to third parties in the Technology or any proprietary rights therein or based thereon, except as otherwise provided for herein.

3.3 Has not granted any liens, security interests, claims or encumbrances of any nature or kind in the Technology.

3.4 Has not disclosed the Technology or any portion thereof to any third party and has taken appropriate measures to protect the Technology.

3.5 Is the developer of the Technology.

4. **Default.** In the event that Schneider is in default under this Assignment or any document executed pursuant to this Assignment or in the event that Schneider's rights in the Technology or proprietary rights therein or based thereon become the subject of litigation instituted by a third party claiming rights therein, then any other party to this Assignment shall have any and all remedies allowed by law, including, but not limited to the following: to terminate this Assignment and declare it null and void, to seek specific performance of Schneider's obligations under the Assignment, to institute an action for damages, or to exercise any other available right or remedy.

5. **Ratification.** The Corporation shall, by resolution of its Board of Directors, ratify, adopt and become a party to this Assignment, and shall thereupon cause to be issued the shares of stock of the

Corporation and to perform such other acts as may be required to effect the provisions of this Assignment.

6. **Time of the Essence.** Time is of the essence of this Assignment.

7. **Future Assurances.** Each of the parties shall, upon request of any other party, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Assignment.

8. **Notices.** Any notices required or permitted to be given under the terms of this Assignment, or by law, shall be in writing and may be given by personal delivery or certified mail, directed to the parties at the above addresses, or such other address as any party may designate in writing prior to the time of the giving of such notice. Any notice given shall be effective when actually received or if given by certified mail, then forty-eight (48) hours after the deposit of such notice in the United States mail with postage prepaid.

9. **Binding Effect.** All of the covenants, agreements, conditions and terms contained in this Assignment shall be binding upon, apply and inure to the benefit of the successors and assigns of the respective parties hereto. However, nothing in this paragraph shall be construed as modifying in any way any restrictions on assignment or transfer provided in this Assignment.

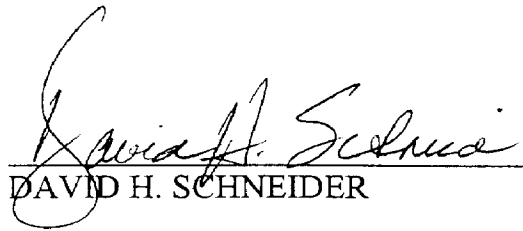
10. **Waiver.** No waiver of any right arising out of a breach of any covenant, term or condition of the Assignment shall be a waiver of any right arising out of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

11. **Legal Proceedings.** In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Assignment, the prevailing party in such proceeding shall be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

12. **Applicable Law and Venue.** This Assignment shall be governed by and construed in accordance with the laws of the State of Washington, excluding choice of law rules. The State of Washington or the United States District Court for the Western District of Washington shall have jurisdiction over any dispute between the parties hereto. Venue for any action arising out of this Assignment shall be in Clark County, Washington or the United States District Court for the Western District of Washington.

DATED this 17th day of March, 2001.

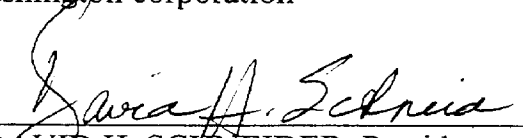
SCHNEIDER:



DAVID H. SCHNEIDER

CORPORATION:

LD Tee CORPORATION,
a Washington corporation

By: 

DAVID H. SCHNEIDER, President

STATE OF Wash)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that DAVID H. SCHNEIDER signed this instrument and acknowledged it to be his free and voluntary act for the purposes mentioned in the instrument.

DATED: March 13, 2001



Notary Public in and for the
State of WA, residing
At Clark County.
My appointment expires: 4/15/02

STATE OF Wash)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that DAVID H. SCHNEIDER is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of LD Tee Corporation, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 13, 2001



Notary Public in and for the
State of WA, residing
At Clark County.
My appointment expires: 4/15/02