

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Never Compromise, Inc.		2. Name and address of receiving party(ies) Name: Roger Cleveland Golf Company, Inc. Internal Address: _____ _____ Street Address: 5630 Carritos Avenue _____ City: Cypress State: CA Zip: 90630			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		Execution Date: 18 June 2003			
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) See attached Annex A.		B. Patent No.(s) See attached Annex A.			
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Roger W. Parkhurst Internal Address: Suite 210 _____ Street Address: 1421 Prince Street _____ City: Alexandria State: VA Zip: 22314		6. Total number of applications and patents involved: 6			
		7. Total fee (37 CFR 3.41).....\$ 240.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account			
		8. Deposit account number: 160331 (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 foregoing information is true and correct and any attached copy is a true copy of the original document. Roger W. Parkhurst; 25,177 Name of Person Signing Signature Date 21 October 2003					
Total number of pages including cover sheet, attachments, and documents: 6					
Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231					

CH \$240.00 160331 09102726

Annex A

U.S. Patents & Applications

D458,657

5,938,543

09/102,725

10/059,735

10/016,179

29/176,805

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Patent Assignment") is made as of June 12, 2003, by NEVER COMPROMISE, INC., a California corporation ("Assignor"), in favor of ROGER CLEVELAND GOLF COMPANY, INC., a California corporation ("Assignee").

RECITALS

A. Assignor and Assignee are parties to an Asset Purchase Agreement dated as of June 13, 2003 (the "Asset Purchase Agreement").

B. This Patent Assignment is made and entered into pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with and in favor of Assignee as follows:

1. Assignment. Assignor hereby assigns, transfers, sets over and delivers to Assignee, and its successors, assigns and legal representatives, free and clear of all Liens (as defined in the Asset Purchase Agreement), Assignor's entire right, title, interest, privileges, powers and benefits, for the United States and all foreign countries, in and to the patents listed on the attached Annex A and all divisional, continuing, substitute, renewal, reissue, and all other applications for, Letters Patent which have been or shall be filed in the United States and all foreign countries, and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said patents; and in and to all rights of priority in said patents.

2. Further Assurances. Assignor agrees, upon request by, without charge to, but at the expense of Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Patent Assignment, and to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all of the patents assigned hereunder; to execute all rightful oaths, assignments, powers of attorney and other papers; to communicate to Assignee, its successors, assigns, and legal representatives, all facts known to Assignee relating to said patents and the history thereof; and generally to do everything possible which Assignee, its successors, assigns and legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said patents and for vesting title to said patents and all applications for patents, in Assignee, its successors, assigns and legal representatives.

3. No Prior Assignments. Assignor hereby represents and warrants to, and covenants with, Assignee that Assignor is the sole owner of all right, title and interest in and to the rights and property herein conveyed, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that Assignor has full right to convey the same as herein provided.

4. Governing Law. This Patent Assignment shall be governed by, and interpreted in accordance with, the laws of the State of California, as applicable to contracts executed and to be performed entirely within the State of California.

5. Attorneys' Fees. The prevailing party in any action or proceeding between the parties arising out of or relating to this Patent Assignment shall be entitled to recover from the other party all fees and expenses, including reasonable attorneys' fees, incurred in connection with any such action or proceeding, including any appeal.

6. Binding Effect. This Patent Assignment shall be binding upon Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment as of the date first above written.

NEVER COMPROMISE, INC.,
a California corporation

By: Brian Pond

Name: BRIAN POND

Title: CEO

**ANNEX A
TO
ASSIGNMENT OF PATENTS**

List of Patents

1. United States Design Patent No. D458,657 titled "Golf Club Head", Issued June 11, 2002.
2. United States Patent No. 5,938,543 titled "Multiple Density Golf Club Head and Method of Manufacturing the Same", Issued August 17, 1999.
3. United States Patent Application No. 09/102,725 titled "Multiple Density Golf Club Head and Method of Manufacturing the Same", Filed June 22, 1998.
4. United States Provisional Patent Application No. 60/264,239 titled "Low Density Polymer Composite Segment for Multiple Density Golf Club Head", Filed January 26, 2001.
5. United States Patent Application No. 10/059,735 titled "Golf Club Head With Alignment Channel", Filed January 28, 2002.
6. United States Patent Application No. 10/016,179 titled "Golf Club Head With Insert", Filed October 30, 2001.
7. Canadian Patent Application No. 2,243,606 titled "Multiple Density Golf Club Head and Method of Manufacturing", Filed July 14, 1998.
8. Australia Patent Application No. 77308/98 titled "Multiple Density Golf Club Head and Method of Manufacturing", Filed in 1998.
9. Mexican Patent Application No. 98 5695 titled "Multiple Density Golf Club Head and Method of Manufacturing", Filed in 1998.
10. European Patent Application No. 98305671.4 titled "Multiple Density Golf Club Head and Method of Manufacturing", Filed July 16, 1998.
11. Taiwan Patent Application No. 98116344.0 titled "Multiple Density Golf Club Head and Method of Manufacturing", Filed July 17, 1998.
12. People's Republic of China Patent Application No. 98116344.0 titled "Multiple Density Golf Club Head and Method of Manufacturing", Filed in 1998.
13. United States Design Patent Application No. 29/176,805 titled "Golf Club Head", Filed February 24, 2003.

14. United State Provisional Application titled "Stubby Trainer – Putter, Woods, Irons."
15. United State Provisional Application titled "Stubby Trainer – Magnetic Face Attachment, Putter, Woods, Irons."
16. United State Provisional Application titled "Voodoo Putter Design."