

9/15/03

09-22-2003



102555175

Form PTO-1595 (Rev. 10/02)

ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2008)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Zevo Golf Co.

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

2. Name and address of receiving party(ies)

Name: Golfsmith Licensing L.L.C.

Internal Address: \_\_\_\_\_

Street Address: 11000 N-IH 35

City: Austin State: TX Zip: 78753

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

3. Nature of conveyance:

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

Execution Date: May 22, 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 Schedule B

B. Patent No.(s) \_\_\_\_\_

see attached Schedule A

Additional numbers attached?  Yes  No

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

Name: Monique L. Ribando

Internal Address: King & Spalding LLP

Street Address: \_\_\_\_\_  
1185 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and patents involved: 19

7. Total fee (37 CFR 3.41).....\$ 760.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0980

2003 SEP 15 AM 7:47  
PTO/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Monique L. Ribando

Name of Person Signing

*Monique L. Ribando* 9/4/03

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

09/17/2003 ECDOOPER 00000097 110980 08167815

01 FC:0021 760.00 BA

**SCHEDULE A**

	<b>Patent No.</b>	<b>Title</b>	<b>Country</b>	<b>Record Owner</b>
1	08/167815 5,474,298	Golf swing analysing apparatus	U.S.	Zevo Golf Co., Inc.
2	08/522412 5,935,014	Golf swing analyzing equipment	U.S.	Zevo Golf Co., Inc.
3	08/353725 5,469,627	Apparatus for fitting a golf club to a player	U.S.	Zevo Golf Co., Inc.
4	08/592648 5,626,528	Golf club head and hosel construction	U.S.	Zevo Golf Inc.
5	08/798634 5,997,415	Golf club head	U.S.	Zevo Golf Co., Inc.
6	09/003073 5,951,411	Hosel coupling assembly and method of using same	U.S.	Zevo Golf Co., Inc.
7	08/923546 5,851,155	Hosel construction and method of making the same	U.S.	Zevo Golf Co., Inc.
8	09/084032 6,273,828	Hosel construction and method of making the same	U.S.	Zevo Golf Co., Inc.
9	09/854322 6,524,197	Golf club head having a device for resisting expansion between opposing walls during ball impact (Compressor)	U.S.	Zevo Golf
10	09/490179 6,379,262	Set of Golf Club Irons (Flying Buttress)	U.S.	David D. Boone, but assigned to Zevo
11	D363102	Golf club head	U.S.	Zevo Golf Co., Inc.
12	D364435	Golf club head	U.S.	Zevo Golf Co., Inc.
13	D364908	Golf putter head	U.S.	Zevo Golf Co., Inc.
14	D366683	Golf club head	U.S.	Zevo Golf Co., Inc.
15	5,547,426	Progressive golf club having a diagonally balanced slot back	U.S.	Zevo Golf Co., Inc.
16	5,864,960	Golf club fitting system and method of using same	U.S.	Zevo Golf Co., Inc.
17	6,083,123	Method for fitting golf clubs for golfers	U.S.	Zevo Golf Co., Inc.
18	2,134,700	Golf club with lockable head-to- shaft angle adjustment	Canada	Zevo Golf Co., Inc.

**SCHEDULE B**

	<b>Application No.</b>	<b>Title</b>	<b>Country</b>	<b>Record Owner</b>
1	10/117426 Pending	Shot hosel construction	U.S.	Zevo Golf Co., Inc.
2	09/908792 U.S. Pub. No. 2002/0037773 Pending	Hosel construction and method of making same	U.S.	<b>Unassigned</b> Inventors David W. Means and Donald C. Wood
3	534896/98 Pub. No. JP 2001511045T 2	Method for fitting golf clubs for golfers	Japan	Zevo Golf Co., Inc. (Applicant)
4	98914532.1 Pub. No. 1009492A1	Hosel construction and method of making same	Europe	Zevo Golf Co., Inc. (Applicant)
5	98915310.1 Pub. No. 1045723A1	Hosel coupling assembly and method of using same	Europe	Zevo Golf Co., Inc. (Applicant)
6	01102913.9	Hosel coupling assembly and method of using same	Hong Kong	Zevo Golf Co., Inc. (Applicant)
7	WO 9834684 (PCT application)	Method for fitting golf clubs for golfers	WO (PCT)	Zevo Golf Co., Inc.
8	Europe 1007164A4 (application)	Method for fitting golf clubs for golfers	Europe	Zevo Golf Co., Inc. (Applicant)
9	WO 9911333 (PCT application)	Hosel construction and method of making same	WO PCT	Zevo Golf Co., Inc.
10	WO 9934882 (PCT application)	Hosel coupling assembly and method of using same	WO PCT	Zevo Golf Co., Inc.
11	2,280,171 (application)	Method for fitting golf clubs for golfers	Canada	Zevo Golf Co., Inc.
12	2,111,857 application	Golf swing analysing apparatus	Canada	Zevo Golf Co., Inc.

**ASSIGNMENT OF LETTERS PATENT, PATENT APPLICATIONS,  
AND INVENTIONS**

**WHEREAS**, Zevo Golf Co., Inc., a corporation organized and existing under the laws of the State of Nevada, having its principal place of business in the State of California ("**Assignor**"), owns Letters Patent of the United States and of countries other than the United States, including any and all inventions and improvements disclosed and described for the patents described on Schedule A attached hereto ("**Patents**"); and

**WHEREAS**, Assignor now is the sole owner of the Patents described on Schedule A; and

**WHEREAS**, Assignor owns certain inventions and improvements disclosed in applications for Letters Patent of the United States or a country other than the United States, as described on Schedule B attached hereto ("**Applications**"); and

**WHEREAS**, Golfsmith Licensing, L.L.C., a limited liability company of the State of Delaware, having a place of business in the State of Texas ("**Assignee**") is desirous of acquiring an interest in the Patents and Applications;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign and transfer unto the Assignee, the entire right, title, and interest in and to the Patents described on Schedule A, whether such right, title and interest exists within the United States or in a country other than the United States, and in and to all inventions and improvements disclosed and described in said Patents, and to any reissue and other applications therefor, including all rights Assignor may have to sue for damages for infringement and other remedies in respect of any infringement of the Patents which may have occurred before the date of this assignment; the same to be held and enjoyed by the Assignee, for its own use and benefit, and for its legal representatives and assigns,

to the full end of the term for which said Patents are granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made; and further

For the same consideration, Assignor does hereby sell, assign and transfer unto Assignee the full, exclusive and entire right, title, and interest in and to those Applications for Letters Patent of the United States, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in the Applications and improvements thereof, preparatory to obtaining Letters Patent of the United States therefore; and Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application or from a division, continuation, or reissue thereof, to Assignee, as the assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives; and further

For the same consideration, Assignor does hereby sell, assign and transfer unto Assignee the full, exclusive and entire right, title and interest in and to those Applications for Letters Patent of countries other than the United States, including any provisional rights therein and any protective rights granted on said application, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, said foreign applications to be filed and issued in the name of Assignee, or its designee insofar as permitted by applicable law; and further

For the same consideration, the Assignor agrees to sign all lawful papers, execute all reissue and other applications, make all assignments and rightful oaths, be joined with the Assignee as a nominal party if necessary to satisfy any requirement of law in any proceeding in respect of infringement of the Patents occurring before the effective date of this assignment, and generally do everything possible to aid the Assignee, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in the United States and all other countries throughout the world.



IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers and its seal to be affixed, this 22nd day of May, 2003

ASSIGNOR:

ZEVO GOLF CO., INC.

By: \_\_\_\_\_  
Michael Hoffee  
President

STATE OF \_\_\_\_\_ )  
: )  
\_\_\_\_\_ COUNTY )

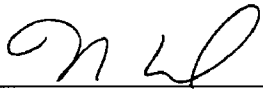
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael J. Hoffee, whose name as President of Zevo Golf Company, Inc., a Nevada corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this \_\_\_\_ day of May, 2003.

\_\_\_\_\_  
Notary Public

ASSIGNEE:

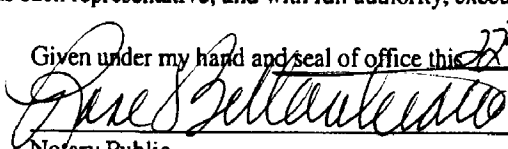
GOLFSMITH LICENSING, L.L.C.

By:   
Noel Wilens  
Vice President

STATE OF New York )  
NY : )  
COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Noel Wilens, whose name as Vice President of Golfsmith Licensing, L.L.C., a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such representative, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal of office this 22nd day of May, 2003.

  
Notary Public

ROSE BELLANTUONO  
Notary Public, State of New York  
No. 01BE5034998  
Qualified in Richmond County  
Commission Expires Oct. 24, 2006

**SCHEDULE A**

	<b>Patent No.</b>	<b>Title</b>	<b>Country</b>	<b>Record Owner</b>
1	08/167815 5,474,298	Golf swing analysing apparatus	U.S.	Zevo Golf Co., Inc.
2	08/522412 5,935,014	Golf swing analyzing equipment	U.S.	Zevo Golf Co., Inc.
3	08/353725 5,469,627	Apparatus for fitting a golf club to a player	U.S.	Zevo Golf Co., Inc.
4	08/592648 5,626,528	Golf club head and hosel construction	U.S.	Zevo Golf Inc.
5	08/798634 5,997,415	Golf club head	U.S.	Zevo Golf Co., Inc.
6	09/003073 5,951,411	Hosel coupling assembly and method of using same	U.S.	Zevo Golf Co., Inc.
7	08/923546 5,851,155	Hosel construction and method of making the same	U.S.	Zevo Golf Co., Inc.
8	09/084032 6,273,828	Hosel construction and method of making the same	U.S.	Zevo Golf Co., Inc.
9	09/854322 6,524,197	Golf club head having a device for resisting expansion between opposing walls during ball impact (Compressor)	U.S.	Zevo Golf
10	09/490179 6,379,262	Set of Golf Club Irons (Flying Buttress)	U.S.	David D. Boone, but assigned to Zevo
11	D363102	Golf club head	U.S.	Zevo Golf Co., Inc.
12	D364435	Golf club head	U.S.	Zevo Golf Co., Inc.
13	D364908	Golf putter head	U.S.	Zevo Golf Co., Inc.
14	D366683	Golf club head	U.S.	Zevo Golf Co., Inc.
15	5,547,426	Progressive golf club having a diagonally balanced slot back	U.S.	Zevo Golf Co., Inc.
16	5,864,960	Golf club fitting system and method of using same	U.S.	Zevo Golf Co., Inc.
17	6,083,123	Method for fitting golf clubs for golfers	U.S.	Zevo Golf Co., Inc.
18	2,134,700	Golf club with lockable head-to- shaft angle adjustment	Canada	Zevo Golf Co., Inc.



**SCHEDULE B**

	<b>Application No.</b>	<b>Title</b>	<b>Country</b>	<b>Record Owner</b>
1	10/117426 Pending	Shot hosel construction	U.S.	Zevo Golf Co., Inc.
2	09/908792 U.S. Pub. No. 2002/0037773 Pending	Hosel construction and method of making same	U.S.	<b>Unassigned</b> Inventors David W. Means and Donald C. Wood
3	534896/98 Pub. No. JP 2001511045T 2	Method for fitting golf clubs for golfers	Japan	Zevo Golf Co., Inc. (Applicant)
4	98914532.1 Pub. No. 1009492A1	Hosel construction and method of making same	Europe	Zevo Golf Co., Inc. (Applicant)
5	98915310.1 Pub. No. 1045723A1	Hosel coupling assembly and method of using same	Europe	Zevo Golf Co., Inc. (Applicant)
6	01102913.9	Hosel coupling assembly and method of using same	Hong Kong	Zevo Golf Co., Inc. (Applicant)
7	WO 9834684 (PCT application)	Method for fitting golf clubs for golfers	WO (PCT)	Zevo Golf Co., Inc.
8	Europe 1007164A4 (application)	Method for fitting golf clubs for golfers	Europe	Zevo Golf Co., Inc. (Applicant)
9	WO 9911333 (PCT application)	Hosel construction and method of making same	WO PCT	Zevo Golf Co., Inc.
10	WO 9934882 (PCT application)	Hosel coupling assembly and method of using same	WO PCT	Zevo Golf Co., Inc.
11	2,280,171 (application)	Method for fitting golf clubs for golfers	Canada	Zevo Golf Co., Inc.
12	2,111,857 application	Golf swing analysing apparatus	Canada	Zevo Golf Co., Inc.