

05-14-2004



Docket No.:

3HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
TRAXX GOLF COMPANY, INC.



5-11-04

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

Name: **Akribis Golf Company LLC dba Traxx Putters**

Address: **10545 Lennox Lane**

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other **Bill of Sale with List of Transferred Assets
and Assignment of Contracts**

Execution Date: **12/15/2003, 12/15/2003**

City: **Dallas** State/Prov.: **Texas**

Country: **USA** ZIP: **75229**

Additional name(s) & address(es)

☐ Yes ☒ No

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

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

Patent Application No.

Filing date

B. Patent No.(s)

6,080,070

D422,042

D421,635

D291,464

Additional numbers

☐ Yes ☒ No

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

Name: **Michael E. Whitham, Esq.**

Registration No. **32,635**

Address: **Whitham, Curtis & Christofferson, P.C.**

11491 Sunset Hills Road, Suite 340

City: **Reston**

State/Prov.: **Virginia**

Country: **USA**

ZIP: **20190**

6. Total number of applications and patents involved: **4**

7. Total fee (37 CFR 3.41):.....\$ **160.00**

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-2041

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

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.

Michael E. Whitham, Reg. No. 32,635

Name of Person Signing

Signature

May 11, 2004

Date

8

Total number of pages including cover sheet, attachments, and

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

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

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**UNANIMOUS CONSENT OF THE DIRECTORS
AND THE SHAREHOLDERS
IN LIEU OF SPECIAL MEETING
OF
TRAXX GOLF COMPANY, INC.**

The undersigned, being all of the directors and all of the shareholders of Traxx Golf Company, Inc., a Texas corporation (the "Corporation"), hereby waive notice of the time, place and purpose of a special meeting of the Board of Directors and of the Shareholders of the Corporation and hereby consent to and approve the following resolutions and each and every action effected thereby:

WHEREAS, the Corporation's Board of Directors has reviewed and has submitted to the Shareholders for review and approval an Asset Purchase Agreement, dated December 15, 2003, a true and correct copy of which is attached hereto and incorporated herein; and

WHEREAS, pursuant to the Asset Purchase Agreement, all, or substantially all, of the assets of the Corporation would be transferred, conveyed and sold to Akribia Golf Company, LLC, a Texas limited liability company, on the terms and conditions and for the consideration expressed in the Asset Purchase Agreement; and

WHEREAS, all of the directors of the corporation and all of the shareholders of the corporation believe it to be in the best interests of the Corporation for the Corporation to enter into and perform the Asset Purchase Agreement; it is

THEREFORE, RESOLVED that the Corporation, by and through its officers, including its President, Tim Whitley, is authorized and instructed by the Board of Directors and the shareholders of the Corporation to enter into and fully perform, on behalf of the Corporation, the Asset Purchase Agreement, together with the execution and performance of any and all additional documents, which may be reasonably necessary or desirable in order to accomplish the stated objectives of the Asset Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the 15 day of December 2003.

DIRECTORS:


Tim A. Whitley, Director

**UNANIMOUS CONSENT OF DIRECTORS AND SHAREHOLDERS IN LIEU OF
SPECIAL MEETING OF TRAXX GOLF COMPANY, INC. - Page One**
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Tim Whitley

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Carol Whitley
Carol Whitley, Director

[Signature]
Robert Stevens, Director

SHAREHOLDERS:

Tim A. Whitley
Tim A. Whitley, Shareholder

Carol Whitley
Carol Whitley, Shareholder

[Signature]
Robert Stevens, Shareholder

Beth Stevens
Beth Stevens, Shareholder

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Page 2 of 2 INFORMATION

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Tim Whitley

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EXHIBIT "B"**BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned (the "Seller"), for and in consideration of the payment of the sum of \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to the provisions of the Asset Purchase Agreement (the "Agreement") dated as of the ___ day of December, 2003, by and between Traxx Golf Company, Inc. (the "Seller") and Aloribis Golf Company, LLC (the "Purchaser") does hereby grant, bargain, sell convey and transfer to the Purchaser, its successors and assigns, the assets used in the business of the Seller, whether tangible or intangible, real, personal or mixed, including without limitation, furniture, fixtures, furnishings, equipment, appliances, computer hardware and software, and intellectual property, as the same shall exist on the Closing Date (as hereinafter defined) with such additions thereto as may occur from the date hereof through and including the Closing Date (such assets are collectively hereinafter referred to as the "Transferred Assets"). It is agreed that the Transferred Assets shall include, without limitation, all of the assets listed on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD, all and singular the said Transferred Assets hereby sold, assigned, transferred and conveyed to the Purchaser its successors and assigns, to and for its own use and benefit forever.

The representations and warranties of the Seller set forth in the Agreement with respect to the Transferred Assets are hereby incorporated herein by reference.

The Seller hereby binds itself, its successors and assigns, to warrant and defend the title to all the herein described property unto the Purchaser, its successors and assigns, forever against every person whomsoever are lawfully claiming or to claim such herein described property or any part hereof.

The Seller hereby irrevocably constitutes and appoints the Purchaser, its successor and assigns, and each of them full power and authority in the name of the Seller, its successors and assigns, at any time and from time to time to demand, sue for, recover, receive, compound, acquit, release and discharge any and all rights, demands, money, claims and chooses in actions of every kind and description whatsoever arising out of, incident to or in connection with the Transferred Assets and upon the same or any part thereof to make acquittance or other proper discharge with respect thereto.

The Seller, for itself, its successors and assigns agrees to execute any and all documents, and to perform such other acts that may be necessary or expedient to further the purposes and intent of this Bill of Sale. The Seller, for itself, its successors and assigns specifically agrees to execute

Bill of Sale Page-1

any and all papers necessary to execute the transfer of all intellectual property.


This instrument shall be binding upon the Seller its successors and assigns, and shall inure to the benefits of the Purchaser and its successors and assigns.

This Bill of Sale shall be effective as to the transfer of all of the Transferred Assets as of the 15 day of December, 2003.

IN WITNESS WHEREOF the Seller has caused his Bill of Sale to be duly executed, on this 15 day of December, 2003.

SELLER:

TRAXX GOLF COMPANY, INC.
(a Texas corporation)


By: Tim A. Whitley, President

Bill of Sale Page-2

Transferred Assets

The Patents/Trademarks

All patents, trademarks and applications including the following without limitation

6,080,070
D422,042
D421,635
D291,464

The Trademarks

1. Traxx ®
2. Vertiscope ®
3. Anti-Scuff ®
4. Dual Convex ®
5. WE WILL WIN TM
6. "Scientifically designed and precisely engineered Ground Control" TM
7. The silhouette of the putter hitting a ball TM

(Seller agrees to execute any and all papers necessary to execute the transfer of all intellectual property.)

Vanity Numbers and Web Address

1. 800-PUTTER-1
2. 888-ON TRAXX
3. 888-TRAXX-FAX
4. www.traxxgolf.com

Other Assets included in sale:

1. List of Golf Shop Customers
2. Traxx putter masters and molds currently at Time Honored foundry China
3. All original photos, artwork, graphics, trade show banners, flyers. Inclusive of electronic master form.
4. Website design and all artwork in its entirety, the fully functional shopping cart with built in encrypted credit card processor.

Office Equipment

1. Cutting tables
2. Drying racks
3. Offset-shaft alignment/drying racks

4. Gripping machine
5. Custom shaft bending wheel
6. Belt shaft sander
7. Shaft labels
8. Fax machine

Components left in stock

1. Box of "WE WILL WIN" pistol paddle grips
2. Various quantities of custom made Aldila graphite shafts
3. Various quantities of True Temper and FM Precision putter shafts
4. Wrapped display
5. Professional Tour Traxx Golf Bag
6. Swing Weight Scale
7. Box of Traxx Logo Lamkin Grips
8. Measuring stick
9. Putter Shaft Bender
10. Putter boxes
11. Trade Show Banners
12. Offset putter shaft drying rack
13. Single putter alignment jig
14. 2 boxes epoxy mixing cups
15. Labels - separate shaft length, name, price
16. Gripper assembly
17. Grip tape dispenser
18. Grip tape
19. One partial box of black steel putter shafts for the Traxx T-108
20. Several T-100G prototypes
21. POP display screens
22. T-108 putter drying rack
23. Several boxes of flyers and posters
24. Various Traxx promotional videos
25. Traxx ball markers
26. Poster boards
27. Japanese Flyers
28. Logo Sheets
29. Autocad blade putter drawings
30. 36 Traxx Golf hats
31. Video of Traxx putter being milled by CNC mill
32. CD - Website backup
33. All correspondence with USGA regarding legality of all putter designs

EXHIBIT 'C'**ASSIGNMENT OF CONTRACTS**

Pursuant to the provisions of the Asset Purchase Agreement (the "Agreement") dated as of the 15 day of December, 2003, by and between Traxx Golf Company, Inc. (the "Assignor") and Akribis Golf Company, LLC (the "Assignee"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby assigns to the Assignee, all of its right title and interest in to and under the contracts, agreements, leases and licenses attached hereto. The Assignor hereby covenants and agrees that it will cooperate with Assignee in securing the performance of any contractor, warrantor or guarantor under any contract, warranty or guarantee or other agreement assigned to the Assignee pursuant to the Agreement of any work which Assignee believes should be performed by any contractor, warrantor or guarantor pursuant to such contracts, warranties or guarantees.

This instrument shall be binding upon the Assignor its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF the Assignor and Assignee have caused this Assignment of Contracts to be executed this 15 day of December, 2003.

ASSIGNOR:**TRAXX GOLF COMPANY, INC.**
By: Tim A. Whitley, President**ASSIGNEE:****AKRIBIS GOLF COMPANY, LLC**
By: Tom E. Melvin, President**ASSIGNMENT OF CONTRACTS - Page 1**