Docket No.: 05-14-2004 FORM PTO-1595 (Modified) SHEET U.S. DEPARTMENT OF COMMERCE (Rev. 03-01) Patent and Trademark Office OMB No. 0651-0027 (exp.5/31/2002) P08A/RFV03 102745704 Tab settings -To the Director of the United States Paters and Trademark Office: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): Name and address of receiving party(ies): TRAXX GOLF COMPANY, INC MAY 1 1 2004 Name: Akribis Golf Company LLC dba Traxx Putters Address: 10545 Lennox Lane Additional names(s) of conveying party(ies) 3. Nature of conveyance: Assignment Merger City: Dallas ☐ Security Agreement Change of Name State/Prov.: Texas ○ Other Bill of Sale with List of Transferred Assets Country: USA ZIP: 75229 and Assignment of Contracts Execution Date: 12/15/2003, 12/15/2003 Additional name(s) & address(es) ☐ Yes ⊠ No 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 ☐ Yes 🛛 No Additional numbers 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Name: Michael E. Whitham, Esq. 7. Total fee (37 CFR 3.41):....\$ 160.00 Registration No. 32,635 Enclosed - Any excess or insufficiency should be credited or debited to deposit account Address: Whitham, Curtis & Christofferson, P.C. □ Authorized to be charged to deposit account 11491 Sunset Hills Road, Suite 340 8. Deposit account number: 움 8 City: Reston State/Prov.: Virginia 50-2041 Country: USA ZIP: 20190 (Attach duplicate copy of this page if paying by depositional) DO NOT USE THIS SPACE Statement and signature. To the best of my knowledge and belief, the foregoing information s true and correct and any attached copy is strue copy of the original document. Michael E. Whitham, Reg. No. 32,635 May 11, 2004 Name of Person Signing Signature Date 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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Tim Whitley

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

The undersigned, being all of the directors and all of the shareholdes 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 constant 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 25, 2003, a true and correct oppyion 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 shireholders of the corporation believe it to be lighthe best interests of the Corporation for the Corporation to enter into and perform the Asset Pitchase Agreement; it is

THEREFORE, RESCRIVED that the Corporation, by and through its officers, including its President, Tim Whitley, is authorized and instructed by the Board of Birectors 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 Affect Purchase Agreement.

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

DIRECTORS:

Timbles A. Whitley, Director

UNANIMOUS CONSENTED DIRECTORS AND SHAREHOLDERS IN LIEU OF SPECIAL MEETING OF FRAXX GOLF COMPANY, INC. - Page One

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EXHIBIT 'B' BILL OF SALE

KNOW ALL PERSONS HY TRIESE PRESENTS, that the undersigned (the "Siller"), 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 Track Golf Company, Inc. (the "Seller") and Akribis Golf Company, LLC (the "Purchaser") does hereby grant bargain, sell convey and transfer to the Purchaser, its successors and assigns, the assets used to the business of the Seller, whether tangible of intangible, real, personal or mixed, including without limitation, furniture, fixtures, furnishings, equipment, appliances, computer hardward and software, and intellectual property, as the same shall exist on the Closing Date (as hereinafted defined) with such additions thereto as may of aur from the date hereof through and including the Closing Date (such assets are collectively in ceinafter 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 till and singular the said Transferred Assets here y sold, assigned, transferred and conveyed to the Purchaser its successors and assigns, to and for its own use and benefit forever.

The representations and warrenties of the Seller set forth in the Agreement with respect to the Transferred Assets are healthy 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 unit 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 irrevocablic 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 nitrits, 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 large 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 focuments, and to perform such other acts that her be necessary or expedient to further the purposes and intent of this Bill of Sale. The Sellection itself, its successors and assigns specifically agrees to execute

Bill of Sale Page-1

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

This instrument shall be binding upon the Seller its successors and assigns, and thall 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 /s day of December, 2003.

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

SELLER:

TRAXX GOLF COMPANY INC.
(a Texas corporation)

By: Tim A. Whitley, President

Bill of Sale Page-2

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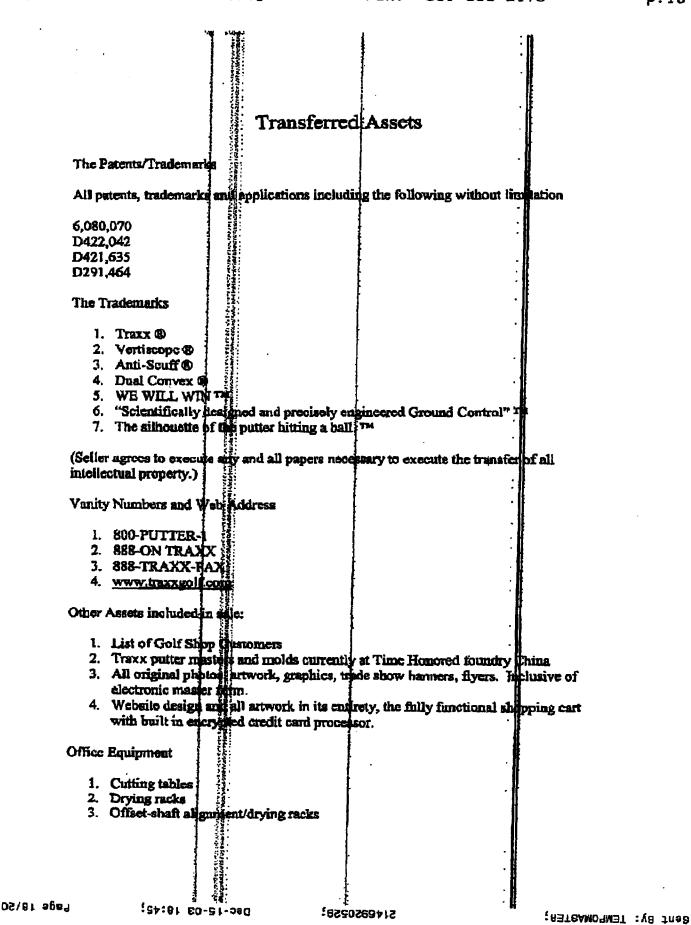
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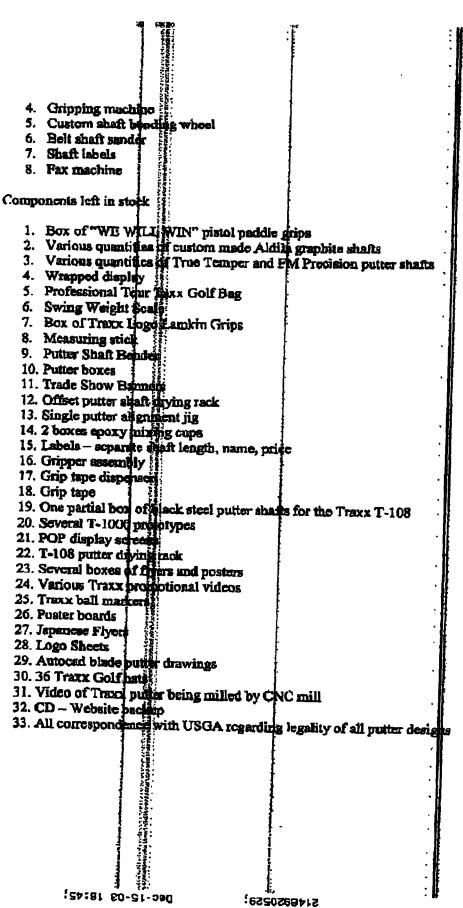
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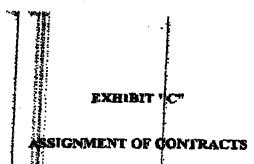
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Pursuant to the provisions of the Asset Purchase Agreement (the "Agreement" dated as of the Akribis Golf Company, LLC [the "Assignee"), for good and valuable consideration, the receipt and adequacy of which are hearby acknowledged, the Assignor hereby assignate the Assignee, all of its right title and interest in to and under the contracts, agreements, leaves and licenses attached hereto. The Assignor hereby covenants and agrees that it will cooperate with Assignee in accuring the performance of any contractor, warrantor or guarantee 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 guarantee pursuant to such confracts, warranties or guarantees.

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

IN WITNESS WHEREOF the Assignor and Assignee have caused the 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. Meivin, President

ASSIGNMENT OF CONTRACTS - Page 1

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