OP \$280,00 39957

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------------|----------------|
| Hollrock Engineering Inc. | 02/01/2005 |

RECEIVING PARTY DATA

| Name: | Hollrock Golf, Inc. |
|-----------------|--------------------------|
| Street Address: | 9201C Forsyth Park Drive |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28273 |

PROPERTY NUMBERS Total: 7

| Property Type | Number |
|----------------|---------|
| Patent Number: | 3995759 |
| Patent Number: | 4181996 |
| Patent Number: | 4805251 |
| Patent Number: | 5609173 |
| Patent Number: | 5228168 |
| Patent Number: | 5332350 |
| Patent Number: | 5350260 |

CORRESPONDENCE DATA

Fax Number: (336)734-2774

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 336-607-7300

Email: kfarmer@kilpatrickstockton.com

Correspondent Name: J. Jason Link

Address Line 1: 1001 West Fourth Street

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

NAME OF SUBMITTER: Kay Farmer

500022426 REEL: 015732 FRAME: 0613

<u>PATENT</u>

Total Attachments: 3

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PATENT REEL: 015732 FRAME: 0614

ASSIGNMENT OF TRADEMARKS AND PATENTS

THIS ASSIGNMENT OF TRADEMARKS AND PATENTS (this "<u>Agreement</u>") is made as of February 15, 2005 between HOLLROCK ENGINEERING INC., a Connecticut corporation ("Assignor"), and HOLLROCK GOLF, INC., a North Carolina corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 21, 2005, between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor agreed to sell, assign and transfer to Assignee, and Assignee agreed to purchase and acquire from Assignor, substantially all of the assets and properties relating to the Intellectual Property (as defined in the Asset Purchase Agreement), including, without limitation, the logos, trade styles, trade names, trademarks, service marks, patents and patent applications set forth on Schedule A attached hereto, all registrations or pending applications therefor, all common law rights therein, and all goodwill associated therewith (collectively, the "Intellectual Property");

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Asset Purchase Agreement, and such further mutual covenants herein contained, the parties hereto agree as follows:

- 1. <u>Transfer of Intellectual Property</u>. Assignor does hereby sell, convey, transfer, assign and deliver unto Assignee, its successors and assigns, the entire right, title and interest in, to and under the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property and all rights to sue and recover for any past infringements of any of the Intellectual Property, the same to be held and enjoyed by said Assignee for its own use and for the use of its successors and assigns.
- 2. <u>Confirmatory Instruments</u>. Assignor and Assignee hereby mutually covenant and agree that they will, upon the request of either to the other, execute any and all further instruments, transfers, assignments, conveyances, assurances and filings confirmatory to the foregoing assignment of the Intellectual Property which may be reasonably required in order to accomplish the purposes and benefits of this Agreement.
- 3. <u>Capitalized Terms</u>. All capitalized terms not defined in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.
- 4. <u>Governing Law</u>. This Agreement shall be construed in accordance with the laws of the State of Massachusetts, without regard to the principles of conflicts of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Agreement solely for the purposes set forth above, all as of the date first above written.

ASSIGNOR:

HOLLROCK ENGINEERING INC.

Name: Richard Hollrock

Title: President

ASSIGNEE:

HOLLROCK GOLF, INC.

By: Name: Craig Trehame

Title: President

Schedule A to <u>Assignment of Trademarks and Patents</u>

INTELLECTUAL PROPERTY

Trademarks:

- 1. Ball Shooter (Registration Number 1,897,168)
- 2. HE logo
- 3. "Hollrock Golf"

Patents and Patent Applications:

| Title | Patent Number |
|---|---------------|
| 1. Golf Ball Retriever | 3,995,759 |
| 2. Machine for washing golf balls and the like | 4,181,996 |
| 3. Golf Ball Washer | 4,805,251 |
| 4. Device for prewashing and sorting golf balls | 5,609,173 |
| 5. Golf Ball Handling System | 5,228,168 |
| 6. Golf Ball Handling System | 5,332,350 |
| 7. Golf Ball Handling System | 5,350,260 |

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS, PATENTS AND COPYRIGHTS]

PATENT REEL: 015732 FRAME: 0617

RECORDED: 03/07/2005