

Form PTO-1595 (Rev. 09/04)
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U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

David E. Wright

Execution Date(s) 7/25/05

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Karsten Manufacturing Corporation

Internal Address: _____

Street Address: 2201 West Desert Cove

City: Phoenix

State: Arizona

Country: USA Zip: 85029

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

4. Application or patent number(s):

A. Patent Application No.(s)

11/019,816

☒ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Darrell F. Marquette

Internal Address: Legal Department

Street Address: 2201 W. Desert Cove

City: Phoenix

State: AZ Zip: 85029

Phone Number: 602-687-5162

Fax Number: 602-687-5545

Email Address: darrellm@karsten.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information Docket #KMC-633

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 11-0222

Authorized User Name Darrell Marquette

9. Signature:



Signature

7-25-05

Date

Darrell F. Marquette

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5985, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

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REEL: 016568 FRAME: 0432

CH \$40.00 110222 11019816

KMC-633

ASSIGNMENT

InventorWright
Serial No 11/019,816
Filing Date 12/21/2004
Attorney's Docket NoKMC-633
TitleGolf Club Head With Multiple Insert Front Face

Assignors:

David E. Wright
7009 W. Sack Drive
Glendale, Arizona 85308

Assignee:

Karsten Manufacturing Corporation
2201 West Desert Cove, Phoenix, Arizona 85029
an Arizona Corporation

I, the Assignor, have invented certain new and useful improvements described and claimed in the patent application referred above.

Karsten Manufacturing Corporation, the Assignee is desirous of acquiring the entire right, title and interest to these improvements and in and to any Patents or Industrial Design Registrations that may be granted therefore in the United States of America and in any and all foreign countries.

In consideration of the payment by Assignee to Assignor of one dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of our employment by the Assignee, I, the Assignor, have assigned and transferred, and hereby assign and

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transfer to the Assignee and its successors and assigns, our entire right, title and interest to the improvements disclosed in the above-identified patent application in the United States of America and in any and all foreign countries and in and to any and all continuations, divisions, reissues, substitutions and extensions thereof.

Assignor hereby authorizes and requests the Patent Office officials in the United States of America and in any and all foreign countries to issue any and all Patents and Industrial Design Registrations for said improvements, when granted, to the Assignee, as the Assignee of the entire right, title and interest in and to the same.

Further, Assignor agrees to communicate to the Assignee, or its representatives, known facts relating to said improvements, testify in any legal proceedings, sign all lawful papers, execute all continuations, divisions, reissues, substitutions and extensions, execute all necessary assignment papers to cause any and all Patents or Industrial Design Registrations to be issued to the Assignee and its successors and assigns in order for the Assignee to obtain and enforce proper protection for said improvements in the United States of America and in any and all foreign countries.

Date: 7/25/05

David E. Wright (as per the attached Agreement)
David E. Wright

**CONFIDENTIALITY, NON-COMPETITION AND ASSIGNMENT AGREEMENT
(KMC Level 3)**

I understand that it is the policy of Karsten Manufacturing Company, including its subsidiaries and affiliates ("KMC" or "Company"), to compete in the marketplace on its own merits and not to obtain or use the confidential information of any other person or company. I understand that I am not to disclose to KMC any confidential information that I may have learned as a result of working elsewhere.

I also understand that KMC has and will develop or use information that it considers proprietary and confidential ("KMC Confidential Information"). KMC Confidential Information includes, but is not limited to, technical, business or other information not generally known by its competitors. KMC has identified current KMC Confidential Information on the attached EXHIBIT A, which KMC may update from time to time. I understand that in connection with my employment, I may receive KMC Confidential Information.

As a condition of my employment by KMC, I agree not to divulge KMC Confidential Information, in whole or in part, to anyone outside the Company, or to any employee of KMC who does not have a clear need to know the information; I agree never to use KMC Confidential Information for my own personal benefit, or for the benefit of any person or entity other than KMC; and I agree to exercise care to protect and preserve the secrecy of all KMC information unless I know the information is not confidential.

I agree that if KMC requests, or if I cease employment with KMC, I will promptly deliver to KMC all memoranda, notes, recordings and other documents then or thereafter in my possession that constitute or include KMC Confidential Information.

I agree that I will disclose the existence of this Agreement to any of my actual or potential future non-KMC employers, and KMC is authorized to do the same.

I agree that during my employment by KMC and for a period of eighteen months thereafter, I will not within North America and Asia work for, or directly or indirectly own, operate or otherwise assist any other entity that competes with KMC in (1) the development of golf clubs, balls, apparel and related golf equipment and accessories or (2) the manufacturing and sales of golf clubs, balls, apparel and related golf equipment and accessories (although I may own up to 5% of the stock of a publicly owned corporation that competes with KMC); and I will not hire, assist in the hiring or otherwise entice any employee of KMC who was employed by KMC while I was also employed by KMC, to leave her or his employment with KMC.

Employee Initials Dew

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In the event that a court deems any part of this Agreement unenforceable by reason of the scope or duration, I agree that the court sitting without a jury shall determine the maximum legally permissive scope and duration, which shall be deemed the agreed-upon scope and duration of this Agreement.

I agree that any and all inventions, including any improvements, innovations and discoveries (collectively "Inventions") that I conceive, develop or reduce to practice, and all copyrightable materials and trademarks (collectively "Works") that I prepare alone or with others during my term of employment with KMC: (i) that relate to KMC's actual or foreseeable business; (ii) that I work on during my working hours for the Company; or (iii) for which I use Company facilities or materials, will be and remain the sole and exclusive property of the Company. I hereby irrevocably assign my entire right, title and interest in and to each of my Inventions and Works to KMC, free of any compensation beyond my compensation as an employee of KMC. I agree to assist in the preparation of applications for patent or other legal protection of Inventions and Works in all countries of the world, and will reasonably cooperate with KMC in defending the validity or enforceability of such protection. I further agree to execute all documents KMC may from time to time request to perfect the assignment of the Inventions or Works throughout the world.

Any Inventions or Works that were conceived, discovered or made prior to my employment by KMC that I desire to exempt from this Agreement are listed below and authorized for exclusion by the signature of an officer of KMC. (List by title or description, but do not list any confidential information).
If no inventions or works, write "none."

Laser range finder for Heads up Display.

Reaction time sensor. Bio-mechanical simulator.

(If additional space is required, write below or on the back of this page).

KMC Approval by: _____

Name (printed): _____

I agree that any Inventions or Works that I assert are conceived, developed or reduced to practice by me, alone or with others, within six (6) months immediately following my employment with KMC that relate to the actual or foreseeable business of KMC, will be presumed to have been made during the term of my employment and will be the sole property of KMC, unless I present sufficient evidence to KMC to satisfactorily rebut the presumption.

Employee Initials Den

I understand and agree that, if I violate this Agreement, KMC may not have an adequate remedy at law; therefore, in addition to any other remedies available to KMC, KMC is entitled to equitable relief, including temporary and permanent injunctive relief, to cease or prevent any threatened or actual violation of this Agreement.

I agree that KMC's decision not to enforce one or more of the rights it has under this Agreement or any of KMC's other Agreements does not, and will not, constitute a waiver of this Agreement.

I agree that this Agreement will be construed according to Arizona law, without resort to conflicts of law principles, and I agree to submit to personal jurisdiction in Arizona and that state and/or federal courts in Arizona shall have exclusive jurisdiction over any dispute related to or arising from this Agreement. I agree that this Agreement will inure to the benefit of KMC's successors or assigns, and that if for any reason any provision of this Agreement is determined by a court to be invalid, its invalidity will not affect the validity of the other provisions.

I acknowledge that I have read and that I understand this Agreement, that I was given at least ten days to review this Agreement and discuss it with the advisors of my choice, and that I understand this Agreement is a condition of my continued employment by KMC.

6-17-96
Date


Employee

pool060D

EXHIBIT A

CATEGORIES OF CONFIDENTIAL INFORMATION

1. All documents marked "Confidential," "Proprietary," "Privileged" or with words of similar meaning.
2. All personnel files of KMC or its subsidiaries including but not limited to payroll information, employee medical information, insurance coverages and limits of liability, personnel records regarding government reporting (including EEOC and OFCCP), personnel databases and personnel legal files.
3. All customer (which includes both retail and wholesale purchasers) information of KMC or its subsidiaries including but not limited to customer files, customer lists, customer histories, customer databases, customer club specifications, customer accounts receivable, customer pricing and customer financial information.
4. All vendor information of KMC or its subsidiaries including but not limited to vendor files, vendor lists, vendor histories, vendor databases, vendor pricing information, vendor financial information and vendor contracts.
5. All financial information of KMC or its subsidiaries including but not limited to costs or pricing of products or components, sales, commissions paid, earnings, profits, general ledgers, balance sheets, budgets, annual statements, tax returns, audits, audit reports, past financial information of the same nature, projected future financial information, and any and all other financial information.
6. All contracts of KMC or its subsidiaries including but not limited to vendors, customers, employees, golf professionals, golf tournament sponsors or organizers, real estate purchasers or sellers, lessors and lessees.
7. All information regarding KMC's or its subsidiaries' manufacturing operating procedures, techniques, processes, tooling, training or prototypes, including but not limited to those applicable to irons, metal and wooden woods, putters, grinding, golf balls, bags, apparel, golf accessories and any and all other products manufactured by KMC or any of its subsidiaries.
8. All information regarding the design, specifications, testing, test data results, prototypes, performance, research and development (including information regarding test equipment), physical properties, durability, formulas, manufacturing, distribution or sales of past KMC or its subsidiaries' products, current KMC or its subsidiaries' products and new KMC or its subsidiaries' products (including those under development or under consideration), including but not limited to irons, metal and wooden woods, putters, golf balls, bags, apparel and golf accessories.
9. All information regarding the number of units of any KMC's or its subsidiaries' products which were sold, shipped or produced during any time period.
10. KMC's or its subsidiaries' manufacturing and distribution timetables and projections.
11. KMC's or its subsidiaries' present, past and future distribution strategies.
12. KMC's or its subsidiaries' quality standards and quality testing information regarding all products manufactured by KMC and/or its subsidiaries.
13. Quality control information regarding all products supplied to KMC or its subsidiaries including but not limited to testing of all such products.

14. Design and development engineering information of KMC or its subsidiaries including but not limited to all drawings and computer models for golf clubs, golf balls, golf bags, grips, shafts and accessories; engineering log books; filed patents, pending patents and non-filed patents.
15. Marketing information of KMC or its subsidiaries including but not limited to marketing strategies.
16. KMC Tour Department information including but not limited to information regarding college programs, all agreements with Tour professionals, specifications of all such golfers' golf clubs and personal data and files of all such golfers.
17. Purchasing information of KMC or its subsidiaries including but not limited to purchase orders, prints, specifications, requisitions, quotes and material schedules.
18. Electronics information of KMC or its subsidiaries including but not limited to all documentation relating to electrical/electronic schematics, mechanical drawings and blueprints, machine parameters, process control data and the design and build of electronic circuits used in manufacturing processes and test equipment.
19. Locksmith information of KMC or its subsidiaries including but not limited to key assignments, lock combinations, and key codes.
20. Telecommunications information of KMC or its subsidiaries including but not limited to voice mail passwords, DISA codes and calling card numbers.
21. Information from KMC's Communications Department including but not limited to information and/or images relating to proprietary information described herein.
22. Information regarding equipment designed by or built at KMC used to produce PING products, including but not limited to the woods facing machine and the four-sided iron grinder.
23. All Karsten Engineering Corporation information included above including but not limited to information regarding prototype activities for new or existing customers, and new equipment or special tooling being considered for production.
24. All Karsten Turf, Inc. information included above including but not limited to the SCAN program with ZING modifications (Turf grass analysis software package).
25. All documents which are, or evidence, communications with KMC's Legal Department or other attorneys (or their staff) representing KMC or any of its subsidiaries.
26. All documents that were prepared to assist KMC's Legal Department or other attorneys (or their staff) representing KMC or any of its subsidiaries.
27. All litigation files, internal investigation files, corporate compliance records, corporate minute books or any other such documents of KMC or any of its subsidiaries.

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