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

OFFICE OF RECORDATION 2005 MAR 18 PM 12:51 RECORDED 102962835 3-1105	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
<b>1. Name of conveying party(ies)/Execution Date(s):</b> YARDMARK, INC. DOUGLAS P. DOWLEY Execution Date(s) <u>AUGUST 4, 2004</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>UPLINK CORPORATION</u> Internal Address: _____ Street Address: <u>6500 RIVER PLACE BLVD</u> <u>BUILDING IV, SUITE 201</u> City: <u>AUSTIN</u> State: <u>TX</u> Country: <u>USA</u> Zip: <u>78730</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	
<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) <u>5,685,786</u> <u>5,326,095</u> <u>5,772,534</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: <u>RODNEY S. BOND, CFO</u> Internal Address: _____ Street Address: <u>6500 RIVER PLACE BLVD</u> <u>BUILDING IV, SUITE 201</u> City: <u>AUSTIN</u> State: <u>TX</u> Zip: <u>78746</u> Phone Number: <u>512-637-4806</u> Fax Number: <u>512-637-4801</u> Email Address: <u>RBOND@UPLINKGOLF.COM</u>	<b>6. Total number of applications and patents involved:</b> <u>3</u> <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$</b> <u>120</u> <input type="checkbox"/> Authorized to be charged by credit card. <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
<b>8. Payment Information</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____	
<b>9. Signature:</b> <u>RS Bond</u> <u>3/15/05</u> Signature Date <u>R.S. BOND</u> Name of Person Signing	
Total number of pages including cover sheet, attachments, and documents: <u>11</u>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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PATENT  
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ORIGINAL - COUNTER

**ASSIGNMENT AND BILL OF SALE****Effective Date: August 6, 2004**

1. FOR GOOD AND SUFFICIENT CONSIDERATION, the receipt of which is hereby acknowledged, DOUGLAS P. DUDLEY, an individual resident of Michigan, and YARDMARK, INC., (each, a "Seller", and collectively, "Sellers"), by these presents does hereby grant, bargain, sell, transfer, assign, convey and deliver to UPLINK CORPORATION., a Texas corporation, having a place of business at 9508 Jollyville Road, Suite 200, Austin, Texas, 78759, and its successors and assigns (individually and collectively, "Buyer"), effective as of the Effective Date written above, all of Seller's right, title and interest (of every kind and description) in and to each and all of the following assets (individually and collectively, the "Assets") of Seller, wherever situated, as they exist on the date hereof:

(a) The United States Patents identified below (copies of which Applications are respectively attached hereto as Exhibits A through D):

<u>Inventor(s)</u>	<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Dudley	Passive Golf Information System and Method	Nov. 11, 1997	5,685,786 (the "786 Patent")
Dudley	Satellite Enhanced Golf Information System	June 30, 1998	5,772,534 (the "534 Patent")
— Dudley	Golf Information System	Sept. 3, 1991	5,044,634
Dudley	Golf Information System	July 5, 1994	5,326,095

(b) All patent applications that have been filed (or prepared for filing) in a jurisdiction outside the United States which are based upon any of the aforesaid U.S. Patents or their associated applications (including, but not limited to, filings with the European Patent Office, under the Paris International Convention or under the Patent Cooperation Treaty); a complete list of which foreign patent applications is attached hereto as Exhibit E.

(c) All tangible and computer-based files, records and documents (of every kind and description) evidencing the assignments and transfers from the respective inventors of the aforesaid U.S. and foreign patents and associated applications (individually and collectively, the "Applications") to Yardmark of said inventors' respective rights, title and interest in and to the Applications.

(d) All tangible and computer-based files, records and documents (of every kind and description) relating to the Patents and/or the Applications which are in the possession or control of (i) Seller, or (ii) any domestic or foreign law firm that has rendered services in connection with the preparation or filing of any of the aforesaid U.S. or foreign patent applications.

(e) All other golf-related Intellectual Property of Sellers. "Intellectual Property" means all United States and foreign patents (including continuations, continuations in

cooperation and assistance in connection with any judicial or administrative proceeding relating to the Applications or to patents issuing on any of the Applications.

5. Each Seller, jointly and severally, represents, warrants and covenants that: (i) Sellers have full power and authority to enter into and perform this Assignment and Bill of Sale and to consummate the transactions contemplated hereby; (ii) this Assignment and Bill of Sale constitutes Sellers' valid and legally binding obligation, enforceable in accordance with its terms; (iii) Sellers have good and marketable title to the Assets, free of all liens, claims, licenses and encumbrances of any kind; (iv) Sellers will warrant and defend the sale of the Assets against any and every person or persons making claim against any or all of them; and (v) Sellers will take all steps reasonably necessary to put Buyer and its successors and assigns in actual possession and operating control of the Assets.

6. The parties expressly agree that this Assignment and Bill of Sale shall not in any way mean or imply that Buyer is (i) purchasing Yardmark as a going concern or (ii) accepting any liabilities or obligations of either Seller or any of their respective affiliates. Sellers, jointly and severally, shall indemnify and hold harmless Buyer from and against all such liabilities or obligations. Without limiting the generality of the foregoing, each Seller represents, warrants and covenants that all fees and disbursements of all legal counsel who have, at any time before the date hereof, rendered services in connection with the Patents have been paid in full or will hereafter be paid in full by Sellers.

7. Any individual, partnership, corporation or other entity may rely without further inquiry upon the powers and rights herein granted to Buyer and upon any notarization, certification, verification, affidavit or jurat by any notary public of any state relating to the authorization, execution and delivery of this Assignment and Bill of Sale or to the authenticity of any copy hereof, conformed or otherwise.

7. This Assignment and Bill of Sale shall be binding upon Sellers, Buyer and their respective successors and assigns. THIS ASSIGNMENT AND BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW.


IN WITNESS WHEREOF, this Bill of Sale and General Assignment has been duly executed and delivered by Sellers.

Yardmark, Inc.

By: 

Douglas P. Dudley  
President

Address for Notice:  
5735 Hobnail Circle  
West Bloomfield, MI 48322

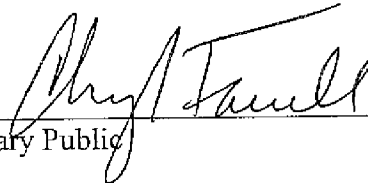


Douglas P. Dudley, individually  
Address for Notice:  
5735 Hobnail Circle  
West Bloomfield, MI 48322

STATE OF MICHIGAN }

COUNTY OF Oakland } ss.

On this 4<sup>th</sup> day of August 2004, personally appeared Douglas Dudley,  
to me known and known to me to be the President of Yardmark, Inc. and,  
for the purposes hereof, an authorized representative of the Seller named above, and  
acknowledged that he/she executed the foregoing Assignment and Bill of Sale on behalf of said  
Seller and pursuant to authority duly received.


  
Notary Public

CHERYL FARWELL  
Notary Public, Oakland County, MI  
My Commission Expires Mar. 4, 2008

STATE OF MICHIGAN }

COUNTY OF Oakland } ss.

On this 4<sup>th</sup> day of August 2004, personally appeared Douglas Dudley,  
to me and acknowledged that he/she executed the foregoing Assignment and Bill of Sale on  
behalf of said Seller and pursuant to authority duly received.

  
Notary Public

CHERYL FARWELL  
Notary Public, Oakland County, MI  
My Commission Expires Mar. 4, 2006

**ACCEPTED AS OF THE  
EFFECTIVE DATE BY:**

UpLink Corporation

By: RS Bond, Jr.

Name: Rodney S. Bond

Title: Vice President

Address for Notice:

9508 Jollyville Road, Suite 200

Austin, TX 78759

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**Yardmark-Dudley/ UpLink  
Assignment and Bill of Sale**

**Exhibit A**

Application and file history of Patent 5,685,786

**Yardmark-Dudley/ UpLink  
Assignment and Bill of Sale**

**Exhibit B**

Application and file history of Patent 5,772,534

**Yardmark-Dudley/ UpLink  
Assignment and Bill of Sale**

**Exhibit C**

Application and file history of Patent 5,044,634

**Yardmark-Dudley/ UpLink  
Assignment and Bill of Sale**

**Exhibit D**

Application and file history of Patent 5,326,095

**Yardmark-Dudley/ UpLink  
Assignment and Bill of Sale**

**Exhibit E**

**Foreign Patent Applications**

None