

02-27-2006

RE



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2/21/06

To the Director of the U.S. Patents and Trademark Office, \_\_\_\_\_  
ments or the new address(es) below.

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

Peter John Zanzucchi  
Jonathan Bernstein

Execution Date(s) February 20, 2006 and February 21, 2006

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

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

Name: Blue Marlin LLC

Internal Address: c/o Pryor Cashman Sherman & Flynn

Street Address: 410 Park Avenue, 10<sup>th</sup> Floor

City: New York

State: New York

Country: United States Zip: 10022

Additional Name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

A. Patent Application No.(s)

02/24/2006 DBYRME 00000252 195127 11357216

01 FC:8021 40.00 DA

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Edward A. Pennington, Esq.

SWIDLER BERLIN LLP

Street Address: 3000 K Street, N.W., Suite 300

City: Washington

State: D.C. Zip: 20007-5116

Phone Number: 202-424-7500

Fax Number: 202-424-7647

Email Address: \_\_\_\_\_

**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**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 19-5127

**9. Signature :**

Signature  
Chadwick A. Jackson

February 21, 2006

Date

Total number of pages including cover sheet, attachments, and documents  4

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

113268 U.S. PTO  
11/357216  
022106

**ASSIGNMENT OF APPLICATION FOR PATENT**

WHEREAS:

Peter John Zanzucchi, residing at 13 Jill Drive, Princeton Junction, New Jersey 08550, U.S., and Jonathan Bernstein, residing at 993 Park Avenue, New York, New York 10028, U.S., (full name(s) and post office address(s) of inventor(s) (including country))

hereinafter referred to as ASSIGNORS, have made a discovery or invention entitled:

**METHOD AND IMAGER FOR DETERMINING THE POINT OF IMPACT ON A  
PUTTER FACE**

for which application for Letters Patent of the United States is being filed herewith.

WHEREAS:

BLUE MARLIN LLC, incorporated in the state of New York, with a legal address of c/o Pryor Cashman Sherman & Flynn LLP, 410 Park Avenue, 10<sup>th</sup> Floor, New York, New York 10022 (name, state of incorporation, and address of assignee)

hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

WE, SAID ASSIGNORS, hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as

...to assign all such Letters Patent for said discovery or invention to the ASSIGNEE, as  
...of the said title and interest in to and under the same, for the sole use and  
...of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with  
...of this invention.

...ASSIGNOR'S hereby covenant that we have full right to convey the entire right title  
...shall be given, transferred, assigned and set over.

...ASSIGNOR'S hereby further covenant and agree that the ASSIGNEE, its  
...successors, legal representatives or assigns, may apply for foreign Letters Patent on said  
...inventions in any and all countries and in the International Convention, and that we will in  
...the absence of any agreement by an ASSIGNEE, its successors, legal representatives or  
...of the ASSIGNEE, its successors, legal representatives, or assigns, as the  
...by any other person in respect of said discovery or invention, and execute and  
...and all other papers which may be necessary or desirable to perfect the title to the said  
...and the said Letters Patent in the ASSIGNEE, its  
...and assigns, and that in the case of the said Letters Patent or  
...of the said applications, continuations or filings of the said applications or  
...of the ASSIGNEE, its successors, legal representatives, or  
...shall be done by the ASSIGNEE, its successors, legal  
...shall make all legal and other necessary and desirable  
...and do all  
...and the procuring thereof and to the  
...and generally do everything possible to and to  
...to obtain and amend patents which  
...and assigns.

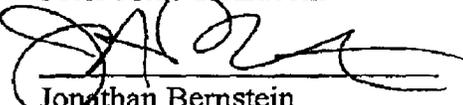
Date: \_\_\_\_\_  
\_\_\_\_\_

aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behoof of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

WE, SAID, ASSIGNORS, hereby covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND WE, SAID ASSIGNORS hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, we will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Signed:

(1)	Peter John Zanzucchi	Date: _____
(2)	 Jonathan Bernstein	Date: <u>2/21/06</u>