

## RECORDATION FORM COVER SHEET

## PATENTS ONLY

Form PTO-1592 (modified)

DOCKET NO. 005127.00798

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copies thereof:

**1. Name of Conveying Party or Parties:**

Arthur Felsher; BGI Acquisition, LLC

Additional Names of conveying party or parties attached?

☐ Yes ☒ No**2. Name and address of receiving party or parties:**

NIKE, Inc.  
One Bowerman Drive  
Beaverton, Oregon 97005-6453

Additional Name(s) and address(es) attached? ☐ Yes ☒ No**3. Nature of Conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: June 27, 2006

**4. Application Number(s) or Patent Number(s):**

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

**A. Patent Application Number(s):**Additional Numbers attached? ☐ Yes ☒ No**B. Patent Number(s): D506,798**Additional Numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning the document should be mailed:**

Byron S. Kuzara, Esq.  
Banner & Witcoff, Ltd.  
1001 G Street, N.W. - 11<sup>th</sup> Floor  
Washington, D.C. 20001-4597

**6. Total Number of Applications and patents involved: 1****7. Total fee (37 CFR 3.41) .....**

- ☐ Enclosed  
☒ Authorized to be charged to deposit account No. 19-0733  
☐ Please charge or credit our deposit account for any additional or refunded fees associated with recording this assignment

**8. Deposit Account No.: 19-0733**  
(in the event additional fees are required)

(Duplicate copy of this page attached if paying by deposit account)

Do Not Use this Space

**9. Statement and Signature:**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Byron S. Kuzara, Reg. No. 51,255

Name of Person Signing

Signature



July 24, 2006

Date

Total Number of Pages comprising Cover Sheet: 1

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made as of June 30, 2006 (the "Effective Date"), by and between BGI Acquisition, LLC, an Indiana limited liability company located at 115 West Washington Street, Suite 1500, Indianapolis, Indiana 46204 (the "Assignor"), and Nike, Inc., an Oregon corporation located at 1 Bowerman Drive, Beaverton, Oregon 97005 (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 23, 2006 (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to certain patents;

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Patent. Effective the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the patents and patent applications set forth on Exhibit A attached hereto and hereby incorporated by reference herein, including without limitation (i) all inventions and improvements disclosed therein, (ii) all letters patent or similar legal protection granted therefore in the United States and its territorial possessions and in all foreign countries, unions, or regions, (iii) all continuations, divisions, continuations-in-part, substitutions, reissues, renewals, substitutes, and extensions thereof and applications therefor, and (iv) all rights to enforce including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Patents, throughout the world ("Assigned Patents").

2. Filing and Recording of Instruments of Transfer. Assignee shall make all filings with the requisite intellectual property offices in order to confirm, effectuate or record this assignment of the Assigned Patents to Assignee granted herein. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Patents.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Patents, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. **Miscellaneous.** This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

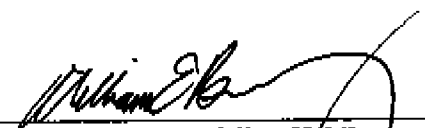
"ASSIGNOR"

BGI ACQUISITION, LLC  
115 West Washington Street  
Suite 1500  
Indianapolis, Indiana 46204-3464

  
Arthur Felsher, Manager

"ASSIGNEE"

NIKE, INC.  
One Bowerman Drive  
Beaverton, Oregon 97005

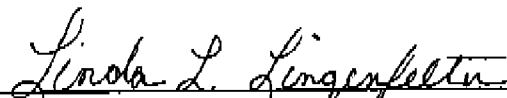
  
[Printed Name, Office Held]  
William E. Berner, Assistant General Counsel

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF INDIANA )  
 ) ss:  
COUNTY OF MARION )



On this 27th day of June, 2006, there appeared before me Arthur Felsher, personally known to me or who proved to me his identity, who stated that he executed this Assignment in his official capacity on behalf of Assignor as his voluntary act and deed for the purposes stated therein.

  
Signed

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

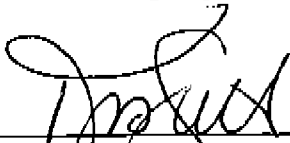


LINDA L. LINGENFELTER  
STATE OF INDIANA  
RESIDENT OF SHELBY COUNTY  
MY COMMISSION EXPIRES: OCT. 16, 2009

STATE OF OREGON            )  
                                      ) ss:  
County of Washington        )

On this 14 day of JULY, 2006 before me a Notary Public in and for the county and state aforesaid, personally appeared William E. Berner to me known and known to me to be the person of that name who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 1/27/08



**EXHIBIT A**

## Patent Title: SLOTTED HOSEL FOR GOLF CLUB HEAD

Number	Type	Country, Region, or Treaty	Filing Date	Issue Date	Status
2003225768	Foreign Application	Australia/PCT	03/11/2003		Pending
2,479,368	Foreign Application	Canada/PCT	09/16/2004		Pending
PCT/US03/07638	PCT	PCT			National Phase
100601	Design Application	Canada	09/12/2002		Reinstatably abandoned
102718	Design Application	Canada	09/12/2002		Pending
102719	Design Application	Canada	09/12/2002		Pending
152,127	Foreign Patent	Australia			Registered
152,796	Foreign Divisional	Australia			Registered
152,797	Foreign Divisional	Australia			Registered
3,006,999	Foreign Patent	Great Britain			Registered
3,008,786	Foreign Divisional	Great Britain			Registered
3,008,787	Foreign Divisional	Great Britain			Registered
3,008,788	Foreign Divisional	Great Britain			Registered
3,008,789	Foreign Divisional	Great Britain			Registered
3,008,790	Foreign Divisional	Great Britain			Registered
3,008,791	Foreign Divisional	Great Britain			Registered
3,008,792	Foreign Divisional	Great Britain			Registered
1,200,796	Foreign Patent	Japan			Registered
326,250	Foreign Patent	Korea			Registered
326,250-1	Foreign Patent	Korea			Registered
326,251	Foreign Patent	Korea			Registered
326,251-1	Foreign Patent	Korea			Registered
326,252	Foreign Patent	Korea			Registered
326,252-1	Foreign Patent	Korea			Registered
326,252-2	Foreign Patent	Korea			Registered
326,252-3	Foreign Patent	Korea			Registered

## Patent Title: TEMPORARY GOLF CLUB SHAFT-COMPONENT CONNECTION

Number	Type	Country, Region, or Treaty	Filing Date	Issue Date	Status
03748963.0	Foreign Application	EPC/PCT			Pending
2005-505537	Foreign Application	Japan/PCT	07/17/2003		Exam request due 07/17/2006
PCT/US03/022781	PCT	PCT			National Phase

In addition to the foregoing, all other foreign patents and applications relating to or which claim priority based on the Patents and Applications.

**Schedule 1.1****ASSETS****Patents and Applications.****Patent Title: SLOTTED HOSEL FOR GOLF CLUB HEAD**

U.S. Patent No. 6,752,726 B2 issued 6/22/2004, which was published as U.S. Pub. No. 2003/0176235 A1 on 9/18/2003 and was filed on 3/11/2003 as U.S. Application Serial No. 10/387,089 (now abandoned) which claimed priority to U.S. Provisional Appl. No. 60/365,216 (now abandoned) filed on 3/18/2002;

U.S. Design Patent No. D478,951 S issued 8/26/2003, which was filed on 3/12/2002 as U.S. Design Appl. No. 29/157,093 (now abandoned); and

U.S. Design Patent No. D506,798 S issued 6/28/2005, which was filed on 9/30/2003 as U.S. Design Appl. No. 29/191,134 (now abandoned) which was a divisional application of U.S. Design Appl. No. 29/182,925 (now abandoned) filed on 6/2/2002.

**Patent Title: TEMPORARY GOLF CLUB SHAFT-COMPONENT CONNECTION**

U.S. Patent No. 6,890,269 B2 issued 5/10/2005, which was published as U.S. Pub. No. 2004/0018887 A1 on 1/29/2004 and was filed on 7/17/2003 as U.S. Application Serial No. 10/623,053 (now abandoned) which claimed priority to US Provisional Appl. No. 60/438,254 (now abandoned) filed on 1/2/2003, U.S. Provisional Appl. No. 60/438,040 (now abandoned) filed on 1/2/2003, U.S. Provisional Appl. No. 60/467,109 (now abandoned) filed on 4/30/2003 and U.S. Provisional Appl. No. 60/398,548 (now abandoned) filed on 7/24/2002; and

U.S. Patent Application No. 10/956,205 filed on 9/30/2004, which was published as U.S. Pub. No. 2005/0049072 A1 and is a divisional application of US application Serial No. 10/623,054 (now abandoned) filed on 7/17/2003, published as US Pub. No. 2004/0018886 A1, and which claimed priority to US Provisional Appl. No. 60/438,254 (now abandoned) filed on 1/2/2003, US Provisional Appl. No. 60/438,040 (now abandoned) filed on 1/2/2003, US Provisional Appl. No. 60/467,109 (now abandoned) filed on 4/30/2003 and US Provisional Appl. No. 60/398,548 (now abandoned) filed on 7/24/2002.