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Patent and Trademark Office

☐ ☐ ☐ ☐

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

1. Name of conveying party(ies):

Mark C. Witt and Landry Witt

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

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

PFST, Inc.

Street Address: 1100 South Kimball Avenue
Southlake, Texas 76082Additional name(s) & address(es)
attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 8/22/06, respectively

4. Application number(s) or patent number(s): Filed Herewith

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

A. Patent Application No.(s)

B. Issued Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Andre M. Szuwalski
Jenkins & Gilchrist
A Professional Corporation
1445 Ross Avenue, Suite 3200
Dallas, Texas 75202-27996. Total number of applications and patents involved:
One (1)7. Total fee (37 C.F.R. 3.41):..... \$ 40.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

10-0447

(Attach duplicate copy of this page if paying by deposit account)

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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.*Andre M. Szuwalski
Name of Person Signing

Signature (Reg. No. 35,701)

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

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PATENT
REEL: 018210 FRAME: 0050

ASSIGNMENT

THIS ASSIGNMENT, by Mark C. Witt and Landry Witt (hereinafter Assignors), residing at 6805 Hillier Court, Colleyville, Texas 76034; and 6805 Hillier Court, Colleyville, Texas 76034, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in GOLF SWING TRAINER, set forth in an application for Letters Patent of the United States, filed herewith; and

WHEREAS, PFST, Inc., a Corporation organized under and pursuant to the laws of Texas having its principal place of business at 1100 South Kimball Avenue, Southlake, Texas 76092 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to the inventions and the Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is acknowledged, Assignors have sold, assigned, transferred and set over, and do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of the application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the inventions and application for Letters Patent above-mentioned, and that same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey same in the manner set forth in this Assignment.

AND for the same consideration, Assignors covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, does advise: that any proceeding in connection with the inventions, or Design application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for the inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors request the Commissioner of Patent and Trademarks to issue Letters Patent of the United States to Assignee, as Assignee of inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

JENKENS & GILCHRIST, A PROFESSIONAL CORPORATION

All practitioners at Customer Number 23932

AND Assignors acknowledge an obligation of assignment of this invention to
Assignee at the time the invention was made.

Date: AUGUST 22, 2006 Signature: Mark C. Witt
Mark C. Witt

Date: AUGUST 22, 2006 Signature: Landry Witt
Landry Witt