

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nippon Shaft Co., Ltd. (JP)	05/08/2007
RECEIVING PARTY DATA	
Name:	NHK Spring Co., Ltd.
Street Address:	10, Fukuura 3-chome, Kanazawa-ku
Internal Address:	Yokohama-shi
City:	Kanagawa
State/Country:	JAPAN
Postal Code:	236-0004
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6213888
Patent Number:	6135896
CORRESPONDENCE DATA	
Fax Number:	(703)518-5499
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-684-1111
Email:	KMBgroup@ipfirm.com
Correspondent Name:	Lowe Hauptman Ham & Berner LLP
Address Line 1:	1700 Diagonal Road
Address Line 2:	Suite 300
Address Line 4:	Alexandria, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	4495 NIPPON SHAFT CO.
NAME OF SUBMITTER:	Kenneth M. Berner
Total Attachments: 9	
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## ASSIGNMENT

Whereas, Nippon Shaft Co., Ltd. a corporation duly formed under the laws of Japan, and NHK Spring Co., Ltd., a corporation duly formed under the laws of Japan, having each entered into a Trust Agreement under the laws of Japan governing rights in intellectual property owned by the parties jointly and/or individually, and whereas the parties have agreed that NHK Spring Co. Ltd., shall manage intellectual property rights in patents including rights pertaining to certain United States patents owned jointly and/or individually by the parties; and whereas NHK Spring Co., Ltd., has agreed by the terms of said Trust Agreement to manage said patents on behalf of and for the beneficiary of said Trust and said beneficiary is Nippon Shaft Co., Ltd., Wherefore,

In consideration of the premises and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

**1) Nippon Shaft Co., Ltd. (JP)**

hereby assigns unto

**NHK Spring Co., Ltd.** having a place of business at 10, Fukuura 3-chome, Kanazawa-ku, Yokohama-shi,  
Kanagawa, Japan 236-0004

its successors and assigns (hereinafter designated "ASSIGNEE") the entire right, title and interest for the United States of America as defined in 35 U.S.C. 100 in the invention entitled

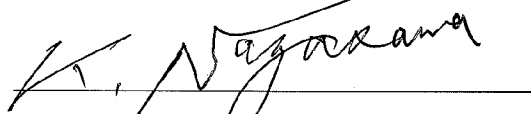
**Golf club shaft**

- (a) for which an application for United States Letters Patent was filed on February 18, 1999, and identified by United States Patent No. **6,213, 888** issued on April 10, 2001 or
- (b) for which an application for United States Letters Patent was executed on \_\_\_\_\_,

and the undersigned hereby authorizes and requests the United States Commissioner of Patents and Trademarks to issue any and all United States Letters Patent which may be granted therefore and any and all extensions, divisions, reissues, continuations, or continuations-in-part thereof, and the right to all benefits under the International Convention for the Protection of Industrial Property to the said ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns and legal representatives; the undersigned agrees that the attorneys of record in said application shall hereafter act on behalf of said ASSIGNEE;

AND the undersigned hereby agrees to transfer a like interest, and to render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, upon request of the said ASSIGNEE, its successors, assigns and legal representatives, and without further remuneration, in and to any improvements, and applications for patent based thereon, growing out of or related to the said invention; and to execute any papers by the said ASSIGNEE, its successors, assigns and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to the invention hereby transferred including the right to sue for past infringement.

SIGNED on the date indicated aside my signature:

  
**Nippon Shaft Co., Ltd. (JP)**

Name: Kunio NAGASAWA, President

May 8, 2007

Date:

## ASSIGNMENT

Whereas, Nippon Shaft Co., Ltd. a corporation duly formed under the laws of Japan, and NHK Spring Co., Ltd., a corporation duly formed under the laws of Japan, having each entered into a Trust Agreement under the laws of Japan governing rights in intellectual property owned by the parties jointly and/or individually, and whereas the parties have agreed that NHK Spring Co. Ltd., shall manage intellectual property rights in patents including rights pertaining to certain United States patents owned jointly and/or individually by the parties; and whereas NHK Spring Co., Ltd., has agreed by the terms of said Trust Agreement to manage said patents on behalf of and for the beneficiary of said Trust and said beneficiary is Nippon Shaft Co., Ltd., Wherefore,

In consideration of the premises and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

**1) Nippon Shaft Co., Ltd. (JP)**

hereby assigns unto

**NHK Spring Co., Ltd.** having a place of business at 10, Fukuura 3-chome, Kanazawa-ku, Yokohama-shi,  
Kanagawa, Japan 236-0004

its successors and assigns (hereinafter designated "ASSIGNEE") the entire right, title and interest for the United States of America as defined in 35 U.S.C. 100 in the invention entitled

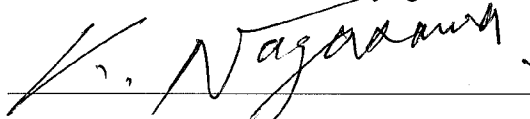
**Putter club**

- (a) for which an application for United States Letters Patent was filed on August 11, 1998, and identified by United States Patent No. **6,135, 896** issued on October 24, 2000 or
- (b) for which an application for United States Letters Patent was executed on \_\_\_\_\_,

and the undersigned hereby authorizes and requests the United States Commissioner of Patents and Trademarks to issue any and all United States Letters Patent which may be granted therefore and any and all extensions, divisions, reissues, continuations, or continuations-in-part thereof, and the right to all benefits under the International Convention for the Protection of Industrial Property to the said ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns and legal representatives; the undersigned agrees that the attorneys of record in said application shall hereafter act on behalf of said ASSIGNEE;

AND the undersigned hereby agrees to transfer a like interest, and to render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, upon request of the said ASSIGNEE, its successors, assigns and legal representatives, and without further remuneration, in and to any improvements, and applications for patent based thereon, growing out of or related to the said invention; and to execute any papers by the said ASSIGNEE, its successors, assigns and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to the invention hereby transferred including the right to sue for past infringement.

SIGNED on the date indicated aside my signature:



**Nippon Shaft Co., Ltd. (JP)**

Name: Kunio NAGASAWA, President

May 8, 2007

Date:

Trust Agreement  
by and between  
NHK SPRING CO., LTD.  
and  
Nippon Shaft Co., Ltd.

This Trust Agreement (hereinafter, "this Agreement") is entered into as of May 8, 2007, by and between the following two Parties:

(1) Nippon Shaft Co., Ltd. (hereinafter, the "TRUSTOR");

Registered Address: 1-15, 2-Chome, Sachiura  
Kanazawa-ku  
Yokohama-shi, Kanagawa  
Japan

Legal Representative: Kunio NAGASAWA

and

(2) NHK SPRING CO., LTD. (hereinafter, the "TRUSTEE");

Registered Address: 3-10, Fukuura  
Kanazawa-ku  
Yokohama-shi, Kanagawa  
Japan

Legal Representative: Hirofumi TAKASE

(The Parties shall hereinafter be referred to as "Party" individually and as "Parties" collectively.)

WHEREAS, Trustor is a subsidiary company of Trustee, and Trustor and Trustee have previously executed a Trust Agreement under the laws of Japan and desire the effects of their prior agreement to be carried over and applied in like kind in the United States. But to the extent that U.S. law and Japanese law differ regarding ownerships of interests in

United States Patents, the parties enter into this Agreement to record and perfect their agreement under the Japanese Trust in accordance with the appropriate legal regulations on the federal and state levels in the United States.

NOW, THEREFORE, in order to specify the rights and obligations of the Parties under the Trust, the Parties hereby agree as follows:

#### Article 1: Entrusted Property

1.1 The entrusted property under this Agreement (hereinafter "the Entrusted Property") shall include the United States Patents listed on the attached Exhibit A.

#### Article 2: Delivery of the Entrusted Property

2.1 Trustor shall execute an Assignment Agreement thereby transferring to Trustee the relevant existing rights in the United States Patents listed on the attached Exhibit A.

2.2 Trustee shall record with the U.S. Patent and Trademark Office the Assignment Agreement referred to above and shall record this Agreement with the Secretary of State of the Commonwealth of Virginia, accompanied by a Uniform Commercial Code (UCC) Financing Statement, thereby perfecting the security interests of the Beneficiary and providing notice of this trust to all interested third parties.

#### Article 3: Choice of Law

3.1 This Agreement is designed to reflect the understandings of the parties consistent with a similar Trust Agreement entered into by the parties in Japan and in force under the laws of Japan. A copy of the English translation of said Japanese Trust Agreement is attached hereto as Exhibit B.

3.2 The parties agree that, for purposes of recording and protecting this Agreement and securing the United States patent rights subject to that Japanese Trust Agreement, Japanese Law shall control this Agreement notwithstanding United States law. The laws of Japan shall govern the formation, validity, execution, amendment, interpretation and termination, and intent of this written Agreement, which is designed to be the English counterpart to a like Trust Agreement already in force in Japan. The perfection of security interests in the

Trust Property shall be governed by the laws of the Commonwealth of Virginia. Both parties agree to be bound by the English translation, attached hereto as Exhibit B, of the Japanese Trust Agreement.

#### Article 4: Representations, Warranties, and Undertakings

4.1 The Parties hereto each represents and warranties that it is a company of limited liabilities duly registered and legally existing under the laws of Japan and of full and independent legal status and legal capacity to execute, deliver, and perform this Agreement; that it has full corporate power and authority to execute and deliver this Agreement and all the other documents to be entered into by the company in relation to the transactions contemplated hereunder; and that it has full power and authority to complete the transactions contemplated hereunder.

#### Article 5: Term of the Trust

5.1 This Agreement shall be effective *nunc pro tunc* from the date on which the parties entered into a similar Trust Agreement in Japan governing these identical U.S. Patent properties.

#### Article 6: Miscellaneous

6.1 Any amendment(s) or supplement(s) to this Agreement shall be made in writing and shall take effect only when properly signed by the Parties to this Agreement.

6.2 This Agreement shall be binding on the legal successors of the Parties.

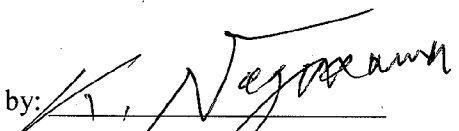
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed as of the date(s) noted below.

May 8, 2007

\_\_\_\_\_  
(Signature)

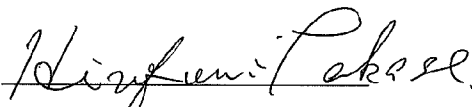
Nippon Shaft Co., Ltd. (the "TRUSTOR")

Registered Address: 1-15, 2-Chome, Sachiura, Kanazawa-ku, Kanazawa-ku  
Yokohama-shi, Kanagawa, Japan

Signed by:   
Name: Kunio NAGASAWA, President

NHK SPRING CO., LTD. (the "TRUSTEE");

Registered Address: 3-10, Fukuura, Kanazawa-ku, Yokohama-shi, Kanagawa, Japan

Signed by:   
Name: Hirofumi TAKASE

Title: Intellectual Property Director of Research & Development Dept.



Exhibit A

List of Trust Assets

No.	Document Number for Identifying the Trust Assets (Registration Number or Application Number)	Title of Invention or Idea; Description of Goods relating to Industrial Design; Trademark
1	United States Patent No. 6,135,896	Putter club
2	United States Patent No. 6,213,888	Golf club shaft

## Deed of Trust Agreement

September 20, 2005

This Trust Agreement ("Agreement") is made and entered into by and between Trustor and Trustee so as to entrust patents or trademarks as specified in the schedule separately attached hereto (hereinafter collectively referred to as the "Trust Assets").

Trustor and Trustee hereby agree as follows:

Article 1. Trustor shall assign, transfer and convey to Trustee the Trust Assets, and shall have such Trust Assets managed and disposed of by Trustee for the purpose of effecting a trust for the benefit of the Beneficiary. Trustee shall accept and undertake such trust as a part of its business operations.

Article 2. The beneficiary of the Trust shall be as follows:

Company Name:	Nippon Shaft Co., Ltd.
Company Address:	1-15, 2-Chome, Sachiura Kanazawa-ku Yokohama-shi, Kanagawa Japan
Representative	Masamitsu Sekine

Article 3. Purpose of Trust

The purpose of the trust hereunder shall be to maintain, manage, and dispose of the Trust Assets.

Article 4. Management of Trust Assets

Trustee shall take any steps necessary to maintain, manage, and dispose of the Trust Assets.

Article 5. Cause of Termination of Trust

5.1 If any event or circumstance arises in regard to either Trustor or Trustee that would make it substantially difficult for such party to perform its obligations hereunder, the parties hereto may terminate this Agreement upon mutual consultation.

5.2 Trustee may terminate this Agreement without the consent of Trustor and

Beneficiary if the trust specified hereunder subsequently fails to meet any of the requirements set forth in Sections 1.1 through 1.4, Article 51 (exceptional case of a trust between the parties of the same corporate group) of the Trust Business Law.

#### Article 6. Miscellaneous

6.1 During the trust period, Trustor may free of charge implement the inventions, and use the trademarks, that are the subjects of this Agreement.

6.2 Any costs or expenses incurred for the filing of an application in regard to the Trust Assets shall be borne by Trustor.

6.3 Trustee may claim from Trustor reasonable compensation (including, but not limited to, administrative expenses such as those required to maintain the rights associated with the Trust Assets or to conduct relevant research, and other costs and expenses required to make use of or dispose of the Trust Assets) to achieve the above purposes.

6.4 If any event or circumstance arises in regard to either Trustor or Trustee that would make it substantially difficult for such party to perform its obligations hereunder, Trustor and Trustee may revise the terms and conditions concerning the trust hereunder upon mutual consultation.

#### Trustor:

Company Name:	Nippon Shaft Co., Ltd.
Company Address:	1-15, 2-Chome Sachiura Kanazawa-ku Yokohama-shi, Kanagawa Japan
Representative	Masamitsu Sekine

#### Trustee:

Company Name:	NHK SPRING Co., Ltd.
Company Address:	3-10, Fukuura Kanazawa-ku Yokohama-shi, Kanagawa Japan
Representative :	Kenji Sasaki, Representative Director