

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Danny L. Hughes	08/15/2007
RECEIVING PARTY DATA	
Name:	HLB Golf, LLC
Street Address:	12200 Stemmons Freeway
Internal Address:	Suite 316
City:	Dallas
State/Country:	TEXAS
Postal Code:	75234
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6863616
CORRESPONDENCE DATA	
Fax Number:	(214)880-3219
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(214) 969-1700
Email:	Yanela.Carpenter@tklaw.com
Correspondent Name:	THOMPSON & KNIGHT LLP
Address Line 1:	1700 Pacific Avenue
Address Line 2:	Suite 3300
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	511178.000004
NAME OF SUBMITTER:	Yanela O. Carpenter

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Total Attachments: 14
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INVENTION AND PATENT ASSIGNMENT

WHEREAS, the undersigned, HUGHES, Danny L., an individual residing in Dallas County, Texas, whose business mailing address is 12200 Stemmons Freeway, Suite 316, Dallas, Texas 75234 (hereinafter "Assignor"), has invented new and useful a golf swing improvement devices, also generally known as "MVP" (hereinafter "the Inventions");

WHEREAS, Assignor is a named co-inventor on United States Patent No. 6,863,616 to Snyder et al. for *Golf Swing Training Aid*, issued March 8, 2005 (hereinafter "the '616 Patent");

WHEREAS, SNYDER, Mike L., co-inventor of the Inventions and named co-inventor on the '616 Patent has relinquished all right, title, and interest in and to the Inventions and the '616 Patent by virtue of the agreement attached hereto as Exhibit A;

WHEREAS, Assignor has entered into that certain License Agreement between Assignor, Gary Boren, and Tim Lawson, effective July 31, 2006 (Exhibit B hereto) (the "License Agreement") and that certain License Agreement between Assignor, Assignee, Tim Lawson, and Gary K. Boren dated September 29, 2006 (Exhibit C hereto) (the "Patent License Agreement"); and

WHEREAS, HLB Golf, LLC, a Texas Limited Liability Company, having a place of business at 12200 Stemmons Freeway, Suite 316, Dallas, Texas 75234 (hereinafter "Assignee"), wishes to acquire the entire right, title and interest in and to the Inventions and the '616 Patent.

NOW, THEREFORE, for the good and valuable consideration defined below, the receipt and sufficiency of which is acknowledged by Assignor:

1. Assignor does hereby sell, assign, transfer, and convey to Assignee, Assignor's entire right, title and interest: (a) in and to the Inventions and the '616 Patent, including all rights to make, have made, use, sell, offer to sell, license, sublicense, and import into the United States, the Inventions and the inventions disclosed and claimed in the '616 Patent; (b) in an to all causes of action accrued and to accrue under and by virtue of such right, title, and interest in the '616 Patent, including the right to sue and recover for past infringement; (c) in and to each and every reissue or extension of the '616 Patent; (d) in and to each and every patent claim resulting from a reexamination certificate for the '616 Patent; (e) in and to all rights to apply to any and all countries of the world for patents, certificates of invention, and other governmental grants on the

Inventions and the inventions disclosed and claimed in the '616 Patent, pursuant to any law, convention, treaty, agreement or understanding; and (f) in and to each and every patent application currently filed in any country in the world, including any and all divisions, substitutions, continuations, continuations-in-part, reissues, or reexaminations thereof, and each and every patent granted on any such applications.

2. Assignor covenants and agrees to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title, and interest herein conveyed in the United States and other countries. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by Assignee: (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting utility, substitute, divisional, continuing or additional applications covering the Invention and the inventions disclosed in the '616 Patent; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving the Inventions and the '616 Patent; and (g) for legal proceedings involving the '616 Patent, the Inventions, any applications therefor, and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions, provided, however, that the expenses incurred by Assignor in providing such cooperation shall be paid for by said Assignee.

3. In consideration for the assignments and covenants herein, Assignee has paid or will pay the following amounts to Assignor:

(a) Assignee has heretofore issued to Assignor consideration, pursuant to the aforesaid Patent License Agreement attached as Exhibit C hereto consisting of a Member Interest of 33 1/3% in and to Assignee in exchange for Assignor's proportionate ownership interest in and to said Patent License Agreement, in accordance with the provisions of Section 3.1 of said Patent License Agreement, all effective as of September 29, 2006, the receipt and sufficiency of which consideration is hereby ratified and confirmed by Assignor and Assignee; and

(b) As further consideration, Assignee has paid and hereby assumes and undertakes to pay and will pay the following amounts to Assignor

(i) Assignee has previously paid an amount of Six Hundred U.S. Dollars (\$600.00) to Assignor;

(ii) Assignee will pay an amount of Six Thousand U.S. Dollars (\$6000.00) to Assignor on or before June 30, 2012; and

(iii) Assignee will pay an amount of Sixty Thousand U.S. Dollars (\$60,000.00) to Assignor on or before June 30, 2018,

all or originally provided in Section 3.2 of said Patent License Agreement.

4. As further consideration for the assignments and covenants herein, Assignor waives, terminates, and disclaims all Assignor's rights granted under that certain License Agreement between Assignor, Gary Boren, and Tim Lawson, dated July 31, 2006, and attached as Exhibit B hereto, including all rights to the compensation granted therein, together with any and all claims, legal and equitable, which have accrued or will accrue to Assignor under and by virtue of said License Agreement.

5. As additional consideration for the assignments and covenants herein, Assignor and Assignee covenant and agree that their respective rights under that certain Patent License Agreement between Assignor, Assignee, Tim Lawson, and Gary K. Boren, dated September 29, 2006, attached as Exhibit C hereto, shall be superceded by this Invention and Patent Assignment which shall be substituted entirely therefor and said Patent License Agreement shall terminate as of the effective date of this Invention and Patent Assignment, including Assignor's rights to compensation under said License Agreement, together with any and all claims, legal and equitable, which have accrued or will accrue to Assignor or Assignee under and by virtue of said License Agreement.

6. The terms and covenants of this Invention and Patent Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor and his heirs, personal representatives, successors and assigns.

7. This Invention and Patent Assignment represents the entire understanding between the parties and supersedes all other agreements, express or implied, between Assignor and Assignee hereto.

8. The parties hereby warrant and represent that they have the full right and authority to enter into this Invention and Patent Assignment and that they have not entered and will not enter into any other assignment, contract, or understanding in conflict herewith, with the exception of that certain License Agreement and that certain Patent License Agreement, attached as Exhibits B and C hereto, respectively.

9. This Invention and Patent Assignment shall be construed in accordance with the laws of the State of Texas. The parties irrevocably submit to the jurisdiction of the State and Federal Courts in and for Dallas County, Texas in connection with any dispute arising hereunder.

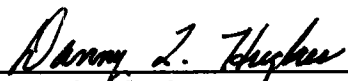
10. If any part, term, or provision of this Invention and Patent Assignment is found illegal, unenforceable, or in conflict with any valid controlling law, the remaining provisions will not be affected thereby.

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IN WITNESS WHEREOF, the respective parties have executed or caused this Invention and Patent Assignment to be executed by their duly appointed officers, as applicable, effective as of the date set forth below.

Assignor:

Dated: August 15, 2007

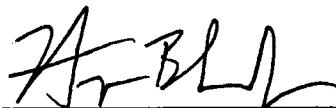


Danny L. Hughes

Assignee:

HLB Golf, LLC

Dated: August 15, 2007

by: 

Angus M. Baker, Jr.
President and Chief Executive Officer

Exhibit A

This agreement is made between:

Michael L. Snyder, golfProLab, LLC

And

Danny Hughes, Founder, Golf's MVP

Michael L. Snyder agrees to:

Relinquish all rights to Golf's MVP. This includes all debt, inventory, patents and any other agreements made to other individuals involved with Golf's MVP.

This agreement shall be binding upon the parties and their successors and assigns.

Signed this 28th day of August, 2004.


Michael L. Snyder, golfProLab, LLC


Danny Hughes, Founder, Golf's MVP

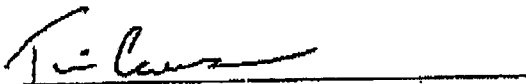

Tim Lawson.

Exhibit B

LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between Danny Hughes ("Licensor") and Gary Boren ("Licensee"), and is effective as of July 31, 2006 (the "Effective Date").

WITNESSETH:

WHEREAS, Licensor and Licensee desire to enter into a worldwide licensing agreement regarding the exclusive marketing rights to a golf swing improvement product Licensor has designed and produced, as described in U.S. Patent 6,863,616 dated March 8, 2005, currently called MVP.

WHEREAS: Licensor warrants that he is the 100% owner of all designs and prototypes of MVP as well as the patent currently issued and two patents currently pending regarding MVP, and that there are no valid claims by any other parties of any kind regarding MVP. Said patents pending will be identified more specifically in a later addendum to this License Agreement.

THEREFORE: On this date, July 31, 2006, Licensor hereby grants Licensee or his assigns the exclusive worldwide marketing rights for the sale of MVP and all improvements thereto for a period of six (6) years for a price of \$600.00, receipt of which is hereby acknowledged by Licensor. Licensor further grants Licensee an option to renew the same rights for an additional six (6) year period if Licensee pays Licensor \$6,000.00 prior to June 30, 2012. Licensor further grants Licensee an option to renew the same rights for an additional 38 year period if Licensee pays Licensor \$60,000.00 prior to June 30, 2018.

APPLICABLE LAW/JURISDICTION: This Agreement is acknowledged to have been made in and shall be construed, governed, interpreted and applied in accordance with the laws of the State of Texas.

REPRESENTATIONS AND WARRANTIES: Each party warrants and represents to the other that it has the full right and authority to enter into this Agreement and that it is not aware of any impediment which would inhibit its ability to perform the terms and conditions imposed on it hereunder.

AGREED, this 31st day of July, 2006



Danny Hughes, Licensor



Gary Boren, Licensee

WITNESS



Tim Lawson

Exhibit C

PATENT LICENSE AGREEMENT

THIS AGREEMENT, effective September 29, 2006 (the "Effective Date"), is made and entered into at Dallas, Dallas County, Texas by Danny L. Hughes a resident of the State of Texas having an address at Creekview Golf Club, P.O. Box 819, Crandall, Texas 75114 ("Hughes"), Tim Lawson having an address at 10675 C.R. 4083, Scurry, Texas 75158 ("Lawson"), and Gary K. Boren having an address at 5220 Spring Valley Road, Suite 410, Dallas, Texas 75254 ("Boren") (Hughes, Lawson and Boren are referred to collectively herein as "Licensors") and HLB Golf, LLC, a Texas limited liability company having its principal place of business at 5220 Spring Valley Road, Suite 410, Dallas, Texas 75254 (herein called "Licensee").

1. Background of Agreement

1.1 Licensors represents that they are the owners of, or may have an equitable interest in, all rights in and to U.S. patent No. 6,863,616 to which Licensors are prepared to grant an exclusive license to Licensee, including an exclusive license for continuations, Improvements and related patents.

1.2 Licensee wishes to acquire the exclusive license to practice the Licensed Patents, including the right to practice continuations of the Licensed Patents and Improvements.

2. Definitions

As used herein, the following terms will have the meanings set forth below:

2.1 "Licensors" means Danny L. Hughes, Tim Lawson and Gary K. Boren.

2.2 "Licensee" means HLB Golf, LLC, its predecessors and successors in interest, and any other entity and/or individual to whom all or substantially all of the assets of HLB Golf, LLC are assigned or sold.

2.3 "Issued Patent" means the subject matter of U.S. Patent Application Serial No. 6,863,616 entitled "Golf Swing Training Aid" issued March 8, 2005 to Mike L. Snyder and Danny L. Hughes.

2.4 "Licensed Patents" means the Issued Patent and all continuations, continuations-in-part, divisionals, reissues and reexaminations, and all foreign counterparts related thereto or claiming priority therefrom.

2.5 "Improvement" or "Improvements" means any patented modification of a device, method, or product described in the Licensed Patents, provided such modification, if unlicensed, would infringe one or more claims of the Licensed Patents.

2.6 "Licensed Field" means the field of golf training devices and systems.

2.7 "Licensed Territory" means worldwide territory.

2.8 "Licensed Products" means any and all products that fall within the Licensed Field and that are covered by or are produced using a process or method covered by a claim of a Licensed Patents or an Improvement.

2.9 "Snyder" means Mike L. Snyder, one of the co-inventors named in the Issued Patent.

2.10 "Term" means the time from the Effective Date until the expiration of the last to expire of the Licensed Patents, including all continuations and related foreign counterparts, as defined in Section 8.1 of this Agreement.

3. License Consideration

3.1 Subject to compliance with the provisions of Section 3.2 below, in exchange for a Member Interest of 33 1/3% in and to Licensee issued to each of the Licensors, the aforesaid Licensors hereby contribute in equal proportions, as their respective capital contributions to Licensee, the license herein granted to Licensee, which license has a fair market value, as determined between said Licensors and said Licensee, of \$2.0 million as the effective date hereof.

3.2 As further consideration for the license granted herein, Licensee has paid and will pay the following amounts:

- (a) Licensee has previously paid an amount of Six Hundred U.S. Dollars (\$600.00);
- (b) Licensee will pay Six Thousand U.S. Dollars (\$6,000) to Hughes on or before June 30, 2012; and
- (c) Licensee will pay Sixty Thousand U.S. Dollars (\$60,000) to Hughes on or before June 30, 2018.

4. License Grant

4.1 Licensors hereby grant to Licensee, to the extent of the Licensed Field and Licensed Territory, the exclusive license to practice the Licensed Patents and Improvements and to make, have made, use, sell, import, and offer to sell Licensed Products.

4.2 The license granted pursuant to Section 4.1 hereof will be exclusive to Licensee, with rights for Licensee to sublicense the Licensed Patents and Improvements with respect to the Licensed Field and Licensed Territory. For the sake of clarity, Licensors will have no right to practice the Licensed Patents or Improvements in the Licensed Field or to make, have made, use, sell, import, or offer to sell Licensed Products.

5. Maintenance Fees

5.1 Licensee agrees to pay any and all additional legal fees associated with the Licensed Patents and Improvements, including maintenance fees, providing that such legal fees relate to the Licensed Field and that Licensee has the right to choose the legal counsel to provide these legal services. Licensors agree to cooperate with Licensee regarding said maintenance and will furnish to Licensee all information and documents related to the Licensed Patents for said prosecution.

6. Sublicensing

6.1 Sublicensing in the Licensed Field and Licensed Territory will be the responsibility of Licensee, who has the right to grant sublicenses (exclusive or non-exclusive) with respect to the Licensed Patents and Improvements in the Licensed Field and Licensed Territory.

6.2 Sublicense fees will be for the sole account of Licensee. Licensee may additionally sublicense or assign its rights hereunder without the consent of or requirement of payment to Licensors.

7. Representations, Warranties, and Indemnification

7.1 Licensors represent and warrant that they are the sole owners of the Licensed Patents and Improvements, that they have the full right and authority to enter into this Agreement, including a right to license the Licensed Patents and Improvements, and that they are not under any obligation to any third party that is inconsistent with the terms of this Agreement. No other rights or licenses have been granted by Licensors or Snyder with respect to the Licensed Patents.

7.2 Licensors represent and warrant that all provisions of the United States patent laws and regulations were complied with in the prosecution of the Licensed Patents.

7.3 Licensors will indemnify, defend, and hold harmless Licensee, its affiliates, and its assigns, and their respective directors, officers, managers, shareholders, members, owners, and employees from and against any claim or loss, and any costs associated with (including but not limited to, reasonable attorneys' fees), with respect to any claim or loss related in any way to Licensors' representations and warranties in Sections 7.1 and 7.2 of this Agreement.

7.4 Licensors will not be liable to Licensee and Licensee will not be liable to Licensors for any incidental or consequential damages, whether arising in contract, tort, or under any other theory of law.

8. Term and Early Termination

8.1 This Agreement will terminate upon the expiration of the last to expire of the Licensed Patents, including all continuations and related foreign counterparts.

8.2 Licensee may terminate this Agreement at any time upon sixty (60) days' advance written notice to Licensors.

8.3 If either party will be in default of any obligation hereunder, or will be adjudged bankrupt, or become insolvent, or make an assignment for the benefit of creditors, or be placed in the hands of a receiver or a trustee in bankruptcy, the other party may terminate this Agreement by giving sixty (60) days' written notice by Registered Mail to the other party, specifying the basis for termination. If within thirty (30) days after the receipt of such notice, the party who received the notice will remedy the condition forming the basis for termination, such notice will cease to be operative, and this Agreement will continue in full force.

8.4 The word "termination" and cognate words, such as "term" and "terminate," used in Section 8 and elsewhere in this Agreement are to be read, except where the contrary is specifically indicated, as omitting from their effect the representations, warranties, disclaimers, and indemnification of Section 7, all of which shall survive any termination to the degree necessary to permit their complete fulfillment or discharge.

9. Enforcement/Litigation

9.1 Each party will notify the other party in writing of any suspected infringement(s) of the Licensed Patents and Improvements in the Licensed Territory and the Licensed Field and will inform the other party of any evidence of such infringement(s).

9.2 Licensee will have the sole right to institute suit for infringement(s) of the Licensed Patents and Improvements in the Licensed Field and the Licensed Territory. Licensors explicitly agrees

to join as a party plaintiff in any such lawsuit initiated by Licensee, and if Licensors refuses to join such lawsuit, Licensee may join Licensors as involuntary plaintiffs. Licensee agrees to bear all costs, attorneys' fees, and expenses associated with such action, including the Licensors' costs, attorneys' fees, and expenses as a party plaintiff. Licensee does not need the approval of Licensors to settle said infringement suit provided such settlement does in any way create liability of any kind with respect to Licensors.

9.3 With respect to any settlement, damages, or other proceeds awarded to Licensee in any infringement matter with respect to the Licensed Patents and Improvements in the Licensed Field and the Licensed Territory, such proceeds will be solely for the account of Licensee.

10. Assignment

This Agreement will be binding upon and inures to the benefit of each of the parties hereto and their successors and assigns. This Agreement is assignable by Licensors subject to the rights of Licensee set forth herein. This Agreement is assignable by Licensee amongst Licensee-owned or controlled subsidiaries and affiliates or in connection with a merger, reorganization, sale of stock or sale of all or substantially all of its assets. The parties will provide written notice at the time of any assignment of this Agreement.

11. Severability

The parties agree that if any part, term, or provision of this Agreement is found illegal or in conflict with any valid controlling law, the validity of remaining provisions will not be affected thereby.

12. Waiver, Integration, Alteration

12.1 The wavier of a breach hereunder may be effected only by a writing signed by the waiving party and will not constitute a waiver of any other breach.

12.2 This Agreement represents the entire understanding between the parties and supersedes all other agreements, express or implied, between the parties concerning Licensed Patents and Improvements.

12.3 A provision of this Agreement may be modified or altered only by a writing signed by both parties, except as provided in Sections 11, above.

13. Construction

This Agreement will be construed in accordance with the laws of the State of Texas. Each party hereby irrevocably submits to the jurisdiction of the State and Federal Courts in and for Dallas County, Texas in connection with any dispute arising hereunder.

14. Confidentiality

This Agreement, including all of its terms and conditions, shall remain confidential and shall not be disclosed or revealed to or discussed with any person not a party to this Agreement, except the terms and conditions of this Agreement may be disclosed (i) as necessary to enforce the terms hereof; (ii) in response to a judicial order or subpoena compelling disclosure; (iii) as otherwise required by law; (iv) to the parties' respective attorneys, accountants, bankers, financial advisers, prospective investors, prospective joint venturers and tax return preparers, although any such disclosures to or by these persons

shall be with the express understanding that this Agreement and its terms and conditions remain confidential and any public disclosures required by law or financial reporting requirements shall disclose the minimum information required by law; and (v) as necessary to third-parties conducting due diligence relating to the assets or liabilities of the parties, so long as said due diligence is under agreement of confidentiality. In the event that any third party requests or demands by subpoena or other legal process, disclosure of this Agreement or any of its terms, the party receiving such request or demand shall give the other party written notice at least ten (10) days prior to disclosing the information or as much notice as is reasonably possible under the circumstances.

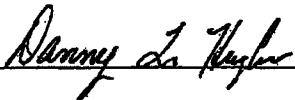
15. Notices Under this Agreement

For the purpose of all written communications and notices between the parties, their addresses will be those set forth in the first paragraph of this Agreement. Any party hereto may change its address for the purposes of notice by providing notice of change to the other parties.


IN WITNESS WHEREOF, the respective parties have executed or caused this Agreement to be executed by its duly authorized officer, as applicable, each as of the Effective Date hereof.

LICENSORS:

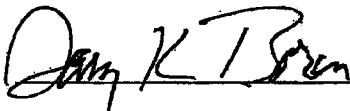
Danny L. Hughes:



Tim Lawson:



Gary K. Boren:



LICENSEE:

HLB Golf, LLC

By: 

Gary K. Boren
Chairman and Chief Executive Officer