

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Arise Venture Group	01/22/2008
RECEIVING PARTY DATA	
Name:	Scott Thomson
Street Address:	4847 Teskey Drive
City:	Chilliwack B.C.
State/Country:	CANADA
Postal Code:	V2R 5T7
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6093923
Patent Number:	5798519
CORRESPONDENCE DATA	
Fax Number:	(612)977-8650
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6129778795
Email:	ip@briggs.com
Correspondent Name:	Daniel A. Rosenberg
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Address Line 2:	2200 IDS Center
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	38323.1
NAME OF SUBMITTER:	Daniel A. Rosenberg
<p>Total Attachments: 6</p> <p>source=ThomsonAssignment#page1.tif</p> <p>source=ThomsonAssignment#page2.tif</p>	

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ASSIGNMENT AGREEMENT

THIS AGREEMENT, effective this 22nd day of January 2008, by and between Arise Venture Group, a partnership of the Commonwealth of Massachusetts having its principal place of business at 667 South Bradford St., North Andover, MA 01845 (hereafter "Arise") and Scott Thomson, located at 4847 Teskey Dr., Chilliwack, BC V2R 5T7 (hereafter "Thomson").

WITNESSETH:

WHEREAS, Arise owns United States Patent Nos. 6,093,923 and 5,798,519 (hereinafter the "Golf Driving Range Patents") and 6,320,173 (hereinafter the "Ball Tracking Patent");

WHEREAS, Thomson wishes to purchase and Arise is willing to sell to Thomson the full right, title and interest in and to the Golf Driving Range Patents, including the right to sue for and recover damages for all past, present and future infringement of the Golf Driving Range Patents, thus, conveying to Thomson all substantial rights relating to the Golf Driving Range Patents;

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein and for other good and valuable consideration, the parties agree as follows:

I. DEFINITIONS

The Golf Driving Range Patents shall mean United States Patent Nos. 6,093,923 and 5,798,519. The "Ball Tracking Patent" shall mean United States Patent No. 6,320,173.

II. TERMS

Assignment Agreement between Arise Venture Group and Scott Thomson

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2.1 For the sum of \$100,000 (USD), Arise hereby sells and assigns to Thomson the full right, title and interest to the Golf Driving Range Patents, including the right to grant licenses and to bring suit and recover damages for any past, present and future infringement.

2.2 For \$1, Arise hereby grants a non-exclusive license to Thomson under the Ball Tracking Patent as necessary to fully utilize the inventions claimed in the Golf Driving Range Patents ("the Field"); Thomson shall have no rights whatsoever to the Ball Tracking Patent outside of the Field; and Thomson has no right of sub license to the Ball Tracking Patent except as necessary to allow Thomson to commercially exploit the Golf Driving Range Patents within the constraints of the claims of the Golf Driving Range Patents.

III. PAYMENTS

3.1 Upon execution of this Agreement, Thomson shall promptly pay (within two business days) Arise thirty seven thousand \$37,000 (USD) towards the purchase of the Golf Driving Range Patents, and pay \$1 for the license to the Ball Tracking Patent, to the following wire account:

Wells Fargo Bank, N.A.
San Francisco, CA
ABA Routing Number: 121000248
Account Name: Curtis A. Vock
Account Number: 1835011684

3.2 Within three and one half years from the date of this Agreement (i.e., prior to May 6, 2011), Thomson shall further pay Arise sixty three thousand dollars (\$63,000 (USD)) to complete the purchase of the Golf Driving Range Patents, Thomson shall pay this \$63,000 (USD)

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also by wire transfer to the above wire account (unless a different account is provided to Thomson by Arise).

IV. OTHER TERMS

4.1 Until said \$63,000 (USD) is paid to Arise, Thomson shall pay all maintenance fees owed to the U.S. Patent Office in connection with the Golf Driving Range Patent, so as to keep the Golf Driving Range Patents in force; any failure to pay said maintenance fees is a material breach of this Agreement.

VI. TERMINATION

5.1 Arise may terminate this Agreement upon written notice to Thomson, if Thomson fails to pay \$63,000 (USD) within 3.5 years after the date of this Agreement, or either party may terminate this Agreement if there is a material breach hereof, which is not cured within thirty (30) days of notice.

5.2 In the event of termination, except in the case of a breach by Arise, the license also terminates.

5.3 In the event of termination, except in the case of a breach by Arise, Thomson shall promptly (within 10 days) reassign the Golf Driving Range Patents back to Arise.

VI. ASSIGNMENT

6.1 This Agreement is personal and nonassignable to each party; provided, however, after payment of the entire \$100,000 Thomson shall be entitled to freely assign this Agreement and/or the Golf Driving Range Patents.

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VIII. WARRANTY

7.1 Arise represents and warrants that it owns the entire right, title, and interest in and to the Golf Driving Range Patents free and clear from any encumbrances, and has the right to grant the assignment thereof. Arise represents and warrants that it has the right to grant the license under the Ball Tracking Patent without conflict with any other agreements made by Arise. Arise represents and warrants that to the best of its knowledge that it is not aware of any infringement of the Golf Driving Range Patents, and to the best of its knowledge that the practice of the inventions claimed in the Golf Driving Range Patents and Ball Tracking Patent does not infringe the intellectual property rights of any third party, and represents and warrants that if it becomes aware of any of the foregoing occurrences Arise will immediately notify Thomson. Arise further represents and warrants that to the best of its knowledge the Golf Tracking Patents are valid and enforceable.

7.2 Arise, its officers, partners, members and attorneys shall not be liable for any consequence or damage arising out of or resulting from the manufacture, use or sale of products or services covered by the Golf Driving Range Patents or Ball Tracking Patent or the exercise by Thomson of any rights granted under this Agreement, nor shall Arise, its officers, partners, members and attorneys be liable to Thomson for consequential damages under any circumstances.

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Thomson shall not be liable to Arise for any reason for any consequential, exemplary, special, incidental, or punitive damages even if advised of the possibility of such damages.

7.3 Under no circumstances shall Arise's liability under this Agreement exceed the amount paid by Thomson to Arise.

IX. MISCELLANEOUS

8.1 All notices, payments or communications which either party may desire, or be required, to give or make to the other shall be in writing and shall be deemed to have been duly given or made if and when forwarded by registered or certified mail to such address as shall have been designated by notice from the addressee for addressing of notices to it, or if no such designation shall have been made, then to the address of the party appearing in this Agreement or such future address as a party may designate in writing.

8.2 The failure to act upon default hereunder shall not be deemed to constitute a waiver of such default.

8.3 This Agreement constitutes the entire understanding of the parties with respect to its subject matter and may not be modified or amended, except in writing by authorized persons on behalf of the parties hereto.

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8.4 The validity, legality and enforceability of any provision hereof shall not be affected or impaired in any way by any holding that any other provision contained herein is invalid, illegal or unenforceable in any respect.

8.5 This Agreement shall be governed in all respects under the laws of the Commonwealth of Massachusetts.

ARISE VENTURE GROUP

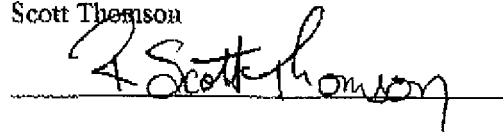


Charles Marshall, President

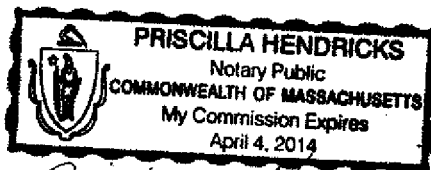
Dated: January 22, 2008



Scott Thomson



Dated: January 22, 2008



Priscilla Hendricks