

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Radar Corporation
2817 Crow Canyon Road, Suite 203
San Ramon, CA 94583

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 10-31-08

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: The Nicholas Zwick Pourover Trust

Internal Address: _____

Street Address: 319 San Ysidro Road

City: Montecito

State: California

Country: USA Zip 93108

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/704,469; 11/825,890; 11/264,177; 10/672,365; 11/248,766; 12/027,978;
11/869,714; 12/170,413; 61/037,305; 29/240,045 and 12/258,348

B. Patent No.(s)

5,844,483; 6,023,225 and 6,411, 211

Additional numbers attached? ☐ Yes ☒ No

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

Name: Bruce W. McRoy, Esq.

Internal Address: _____

Street Address: 1421 State Street, Suite B

City: Santa Barbara

State: California Zip 93101

Phone Number: 805-966-2440

Fax Number: 805-966-3320

Email Address: bmcroy@rppmh.com

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 560.00

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Bruce W. McRoy
Signature

1/15/2009
Date

Bruce W. McRoy, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

OP \$560.00 11704469

JAN-16-2009 10:43
FORM 1-1-1979 (REV. 1-1-03)
OMB No. 0655-0027 (exp. 01/31/2008)

Reicker Pfau Pyle McRoy
01/16/2009
700396542

805 966 3320 P.02
U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Rader Corporation
2817 Crow Canyon Road, Suite 203
San Ramon, CA 94583

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Name: The Nicholas Zwick Pourover Trust

Internal Address: _____

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

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Execution Date(s) _____

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order, 8424, Confirmatory License
☐ Other _____

Street Address: 319 San Ysidro Road

City: Menlo Park

State: California

Country: USA Zip: 94025

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

11/704,449; 11/835,890; 11/264,177; 10/672,365; 11/248,766; 12/027,978;
11/869,714; 12/170,413; 61/037,305; 29/240,043 and 12/258,348

B. Patent No.(s)

5,844,483; 6,023,225 and 6,417,211

Additional numbers attached? ☐ Yes ☒ No

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

Name: Bruce W. McRoy, Esq.

Internal Address: _____

Street Address: 1421 State Street, Suite B

City: San Francisco

State: California Zip: 94101

Phone Number: 805-966-3440

Fax Number: 805-966-3320

Email Address: bmcroy@bwmh.com

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☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment information

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9. Signature:

Bruce W. McRoy
Signature

1/15/2009
Date

Bruce W. McRoy, Esq.
Name of Person Signing

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1456, Alexandria, VA, 22313-1456

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Reicker Pfau Pyle McRoy

805 966 3320 P.03

Approved for use through 02/28/2009. OMB 0651-0043

United States Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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Credit Card Payment Form

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Credit Card Information

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Credit Card Account #:	5472-0690-0037-6676			
Credit Card Expiration Date:	11/09			
Name as it Appears on Credit Card:	Christine Cornett			
Payment Amount \$ (US Dollars):	560.00			
Cardholder Signature:	<i>Christine Cornett</i>		Date:	1/16/09
<small>Refund Policy: The USPTO may refund a fee paid by mistake or in excess of that required. A change of purpose after the payment of a fee will not entitle a party to a refund of such fee. The USPTO will not refund amounts of \$25.00 or less unless a refund is specifically requested and will not notify the payor of such amounts (37 CFR 1.26). Refund of a fee paid by credit card will be issued as a credit to the credit card account to which the fee was charged.</small>				
<small>Service Charge: There is a \$50.00 service charge for processing each payment refused (including a check returned "unpaid") or charged back by a financial institution (37 CFR 1.21 (m)).</small>				

Credit Card Billing Address

Street Address 1: 1421 State Street, Suite B	
Street Address 2:	
City: Santa Barbara	
State/Province: CA	Zip/Postal Code: 93101
Country: USA	
Daytime Phone #: 805-966-2440	Fax #: 805-966-3320

Request and Payment Information**Description of Request and Payment Information:**

Filing a lien via Secured Promissory Note for the attached patents

<input type="checkbox"/> Patent Fee	<input checked="" type="checkbox"/> Patent Maintenance Fee	<input type="checkbox"/> Trademark Fee	<input type="checkbox"/> Other Fee
Application No.	Application No.	Application No.	IDON Customer No.
Patent No.	Patent No.	Registration No.	
Attorney Docket No.		Identify or Describe Mark	

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PATENT

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THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED (A) UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO, (B) AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY IS DELIVERED TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT OR (C) THE COMPANY OTHERWISE SATISFIES ITSELF THAT SUCH REGISTRATION IS NOT REQUIRED.

SECURED PROMISSORY NOTE

\$1,001,306.98

October 31, 2008
San Ramon, California

For value received, Radar Corporation (the "Company"), promises to pay to The Nicholas Zwick Pourover Trust ("Holder"), the principal sum of one million one thousand three hundred six dollars and ninety eight cents (\$1,001,306.98). Interest shall accrue from the date of this Note on the unpaid principal amount of the loans made to Company hereunder at a rate equal to 11% per annum, compounded annually. This Note is subject to the following terms and conditions.



7. Security Interest.

(a) This Note is secured by all of the following, referred to herein as the "Collateral", (i) those certain patents and patent applications and filings owned by the Company as described in Exhibit E and all patents hereafter issuing with respect to any of such applications and filings (the "Patents"); (ii) all inventions covered by the Patents; (iii) all right to and interest in all causes of action throughout the world, either in law or in equity for past, present, or future infringement based on any of the Patents; and (iv) all Proceeds (as defined in Exhibit D hereto) of the foregoing. The Company hereby grants to Holder a continuing, first priority lien on and

security interest in (the "Security Interest") the Collateral as security for all indebtedness owing by Company to Holder under this Note.

(b) At any time and from time to time, upon the written request of Holder, and at the sole expense of the Company, the Company will promptly and duly authenticate and deliver such further instruments and documents and take such further action as Holder determines necessary or desirable for the purpose of obtaining or preserving the full benefits of the Security Interest herein granted including, without limitation, filing any financing or continuation statements under the Uniform Commercial Code (the "UCC", defined specifically in Exhibit D) or any other filing with the U.S. Patent Office or any other government agency that Holder reasonably deems necessary or appropriate, or entering into any security agreement to further document the Security Interest.

(c) Upon the occurrence of an Event of Default (as defined specifically in Exhibit D), Holder may exercise such rights and remedies with respect to the Collateral as are available to a secured party under the UCC and other applicable laws. Without limitation of the foregoing, upon the occurrence of an Event of Default, Holder shall have the right, without notice to, or the consent of the Company, to, among other things, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral and to take, at Holder's option and the Company's expense, any actions which Holder deems necessary to protect, preserve or realize upon the Collateral and to carry out the intent of this Section 7, in each case to the same extent as if Holder were the absolute owner of the Collateral for all purposes. The Company hereby appoints Holder, with full power of substitution, as its attorney-in-fact with full irrevocable power and authority in the place of the Company and in the name of the Company or its own name, from time to time in Holder's discretion so long as an Event of Default has occurred and is continuing, for the purpose of carrying out the terms of this Section 7, to take any appropriate action and to authenticate any instrument which may be necessary or desirable to accomplish the purposes of this Section 7. The Company hereby ratifies whatever actions Holder shall lawfully do or cause to be done in accordance with this Section 7. This power of attorney shall be a power coupled with an interest and shall be irrevocable.

(d) In the event of any action by Holder to enforce this Note or to protect the Security Interest, Company agrees to pay costs thereof, reasonable attorney's fees and other expenses.

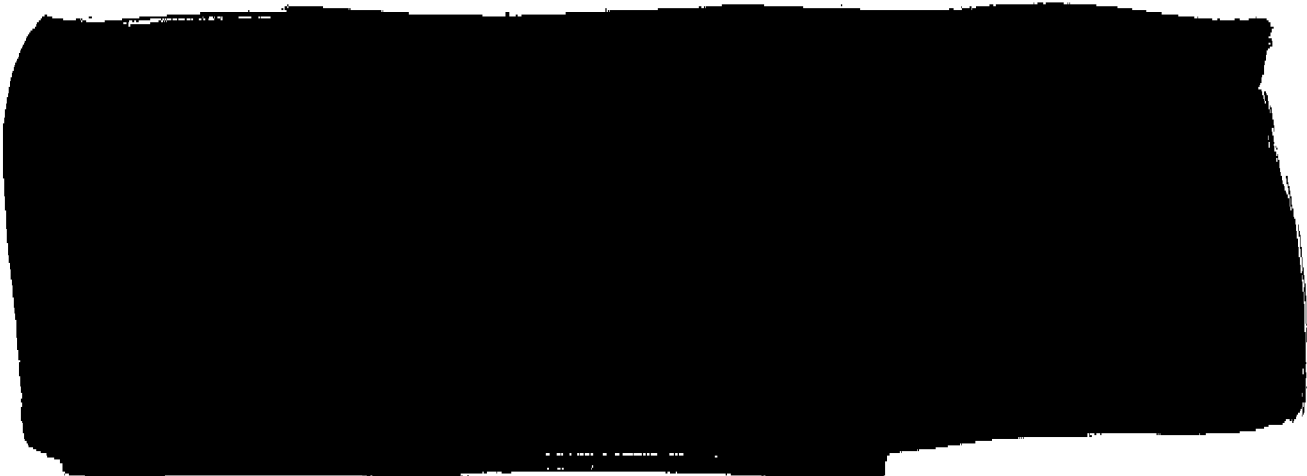


EXHIBIT D**DEFINITIONS**

“Change of Control” means:

(a) The sale, conveyance or other disposition of all or substantially all of the Company's property or business, or (b) the Company's merger with or into or consolidation with any other corporation, limited liability company or other entity (other than a wholly owned subsidiary of the Company), or (c) the direct or indirect acquisition by any person or entity of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities, provided that the term “Change of Control” shall not include (i) a merger of the Company effected exclusively for the purpose of changing the domicile of the Company, (ii) an equity financing in which the Company is the surviving corporation, so long as either (x) the stockholders of the Company immediately prior to the financing own more than 50% of the equity and voting power of the Company following the financing or (y) the stockholders of the Company immediately prior to the financing neither sold, transferred or otherwise disposed of any of their equity interests in the Company nor received any securities other than equity securities of the Company in connection with the financing, or (iii) a transaction in which the stockholders of the Company immediately prior to the transaction own more than 50% of the equity and voting power of the surviving corporation following the transaction.

“UCC” means:

The Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Holders Security Interest in any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect, from time to time, in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions. Unless otherwise defined herein, terms used herein and defined in the UCC shall have meaning given in the UCC.

“Event of Default” means:

(i) the Company shall fail to pay when due, principal, interest or any other amount which it is required to pay hereunder or shall default in the performance or observance of any other covenant, agreement, or duty under this Note and such failure to pay or default shall have continued for a period of thirty (30) days after notice from Holder to Company;

(ii) any sale, conveyance, assignment, alienation or any other form of transfer of (A) the Option Agreement where Company has not yet exercised the Option (as defined in the Option Agreement), or (B) the Patents at any time within the Option Period (as defined in the Option Agreement); and

(iii) the insolvency of Company, the execution by Company of a general assignment for the benefit of creditors, the filing by or against Company of a petition in bankruptcy or any

petition for relief under the federal Bankruptcy Act or the continuation of such petition without dismissal for a period of ninety (90) days or more, or the appointment of a receiver or trustee to take possession of the property or assets of the Company.

“Proceeds” means:

All cash, securities and any other property, whether real, personal or mixed and whether tangible or intangible, (a) acquired, received or receivable upon the sale, exchange, license, lease, collection or other disposition of any of the Collateral, whether such disposition is voluntary or involuntary, (b) whatever is collected on, or distributed on account of, the Collateral, (c) all rights arising out of the Collateral, (d) to the extent of the value of the Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Collateral and (e) to the extent of the value of the Collateral and to the extent payable to the Company or Holder, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Collateral.

EXHIBIT E**DESCRIPTION OF THE PATENTS**

- 1) US Patent No. 5,844,483 GOLF EQUIPMENT INVENTORY DEVICE. Application No. 08/895,705 filed July 17, 1997. Patent granted December 1, 1998.
- 2) US Patent No. 6,023,225 GOLF EQUIPMENT INVENTORY DEVICE. Application No. 08/993,396 filed December 18, 1997 (Continuation-in-part of 08/895,705). Patent granted February 8, 2000.
- 3) US Patent No. 6,411,211 B1 GOLF EQUIPMENT INVENTORY DEVICE. Application No. 09/479,574 filed January 7, 2000 (Continuation of 08/993,396). Patent granted June 25, 2002.

Country	Title	Serial Number	Filing Date	Status
PCT	Apparatuses, Methods and Systems Relating To Findable Golf Balls	US04/001126	1/17/2004	Completed
South Africa	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2005/05685	1/15/2004	Granted
Australia	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2004-207473	1/15/2004	Pending
Canada	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2513670	1/15/2004	Pending
China	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2004-80007170.7	1/15/2004	Pending
Europe	Apparatuses, Methods and Systems Relating To Findable Golf Balls	4702570.5	1/15/2004	Pending
Japan	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2006-502854	1/15/2004	Pending
Korea	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2005-7013272	1/15/2004	Pending
USA	Apparatuses, Methods and Systems Relating To Findable Golf Balls (Continuation)	11/704,469	2/9/2007 1/17/2003*	Pending
USA	Apparatuses, Methods and Systems Relating To Findable Golf Balls (Continuation)	11/825,890	7/9/2007 1/17/2003*	Pending
USA	Apparatuses, Methods and Systems Relating To Findable Golf Balls (Continuation In Part)	11/264,177	10/31/2005 1/17/2003*	Pending
PCT	Apparatuses and Methods Relating To Findable Balls	US04/027598	8/25/2004	Completed
Australia	Apparatuses And Methods Relating To Findable Balls	2004280933	8/25/2004	Pending
Canada	Apparatuses And Methods Relating To Findable Balls	2539705	8/25/2004	Pending
China	Apparatuses And Methods Relating To Findable Balls	2004-80030815.9	8/25/2004	Pending
Europe	Apparatuses And Methods Relating To Findable Balls	4782154.1	8/25/2004	Pending
Japan	Apparatuses And Methods Relating To Findable Balls	2006-528005	8/25/2004	Pending
Korea	Apparatuses And Methods Relating To Findable Balls	2006-7008091	8/25/2004	Pending
USA	Apparatuses and Methods Relating To Findable Balls	10/672,365	9/26/2003	Pending

USA	Apparatuses and Methods Relating To Findable Balls (Continuation In Part)	11/248,766	10/11/2005 9/26/2003*	Pending
USA	Golf Ball Locator (Design)	29/240,045	10/7/2005	Granted
USA	Method and System for Powering Radio Frequency Identification Tags and Labels (Provisional)	60/850,993	10/10/2006	Expired
PCT	Combined Range and Tag Finder	US2006/001700	2/6/2008	Pending
USA	Combined Range and Tag Finder	12/027,978	2/7/2008 2/9/2007*	Pending
USA	Combined Range and Tag Finder (Provisional)	60/900,582	2/9/2007	Expired
PCT	Methods and Apparatuses for Activating and Powering Radio Frequency Identification Tags and Labels	US2007/021719	10/10/2007	Pending
USA	Methods and Apparatuses for Activating and Powering Radio Frequency Identification Tags and Labels	11/869,714	10/9/2007 10/10/2006*	Pending
USA	Methods and Apparatuses for Activating and Powering Radio Frequency Identification Tags and Labels (Provisional)	60/876,714	12/21/2006	Expired
PCT	Apparatuses, Methods and Systems Relating to Automatic Golf Data Collecting and Recording	US2008/008567	7/10/2008	Pending
USA	Apparatuses, Methods and Systems Relating to Automatic Golf Data Collecting and Recording	12/170,413	7/9/2008 7/12/2007*	Pending
USA	Apparatuses, Methods and Systems Relating to Automatic Golf Data Collecting and Recording (Provisional)	60/949,458	7/12/2007	Expired
USA	Apparatuses, Methods And Systems Relating To Semi-Automatic Golf Data Collecting And Recording	12/258,348	10/24/2008 10/25/2007*	Pending
USA	Apparatuses, Methods And Systems Relating To Semi-Automatic Golf Data Collecting And Recording (Provisional)	60/982,713	10/25/2007	Expired
USA	Golf Data Recorder with Integrated Missing Club Reminder and Theft Prevention System (Provisional)	61/037,305	3/17/2008	Pending

* Priority or partial priority date

EXHIBIT F**PATENTS SUBJECT OF THE LICENSE AGREEMENT****United States****Patent Numbers****Title**

5,844,483

Golf Equipment Inventory Device

6,023,225

Golf Equipment Inventory Device

6,411,211

Golf Equipment Inventory Device

Radar Patent**Application Numbers****Title**

60/949,458

Apparatuses, Methods and Systems Relating to Automatic Golf
Data Collecting and Recording

60/982,713

Apparatuses, Methods And Systems Relating To Semi-Automatic
Golf Data Collecting And Recording

61/037,305

Golf Data Recorder with Integrated Missing Club Reminder and
Theft Prevention System



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



JANUARY 27, 2009

700396542

PTAS

BRUCE W. MCROY, ESQ.
1421 STATE STREET, SUITE B
SANTA BARBARA, CALIFORNIA 93101

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 700396542

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

SHAREILL COLES, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

JAN-16-2009 10:43

Reicker Pfau Pyle McRoy

805 966 3320 P.04

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED (A) UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO, (B) AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY IS DELIVERED TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT OR (C) THE COMPANY OTHERWISE SATISFIES ITSELF THAT SUCH REGISTRATION IS NOT REQUIRED.

SECURED PROMISSORY NOTE

\$1,001,306.98

October 31, 2008

San Ramon, California

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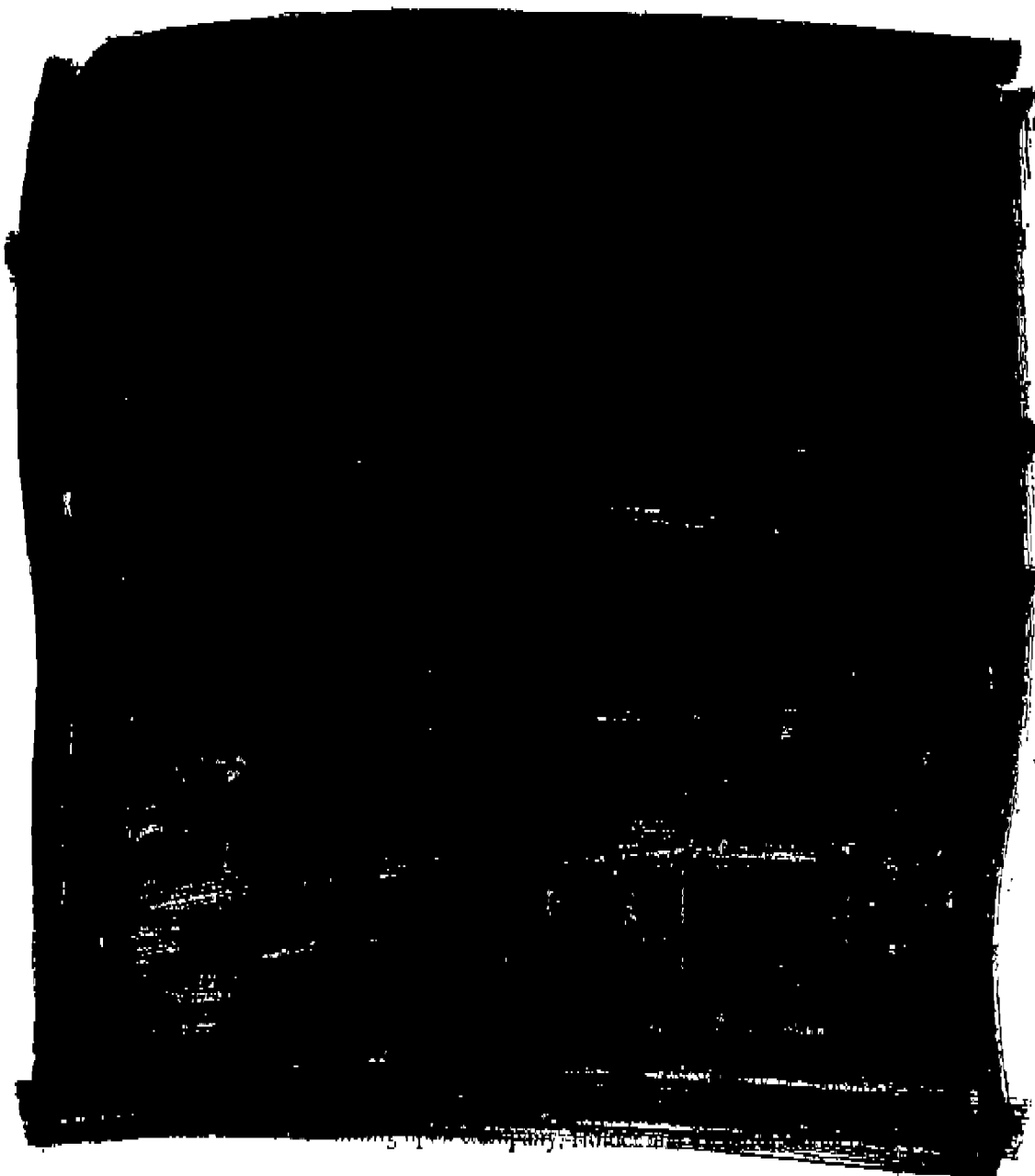


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JAN-16-2009 10:43

Reicker Pfau Pyle McRoy

805 966 3320 P.05



7. Security Interest.

(a) This Note is secured by all of the following, referred to herein as the "Collateral": (i) those certain patents and patent applications and filings owned by the Company as described in Exhibit E and all patents hereafter issuing with respect to any of such applications and filings (the "Patents"); (ii) all inventions covered by the Patents; (iii) all right to and interest in all causes of action throughout the world, either in law or in equity for past, present, or future infringement based on any of the Patents; and (iv) all Proceeds (as defined in Exhibit D hereto) of the foregoing. The Company hereby grants to Holder a continuing, first priority lien on and

JAN-16-2009 10:43

Reicker Pfau Pyle McRoy

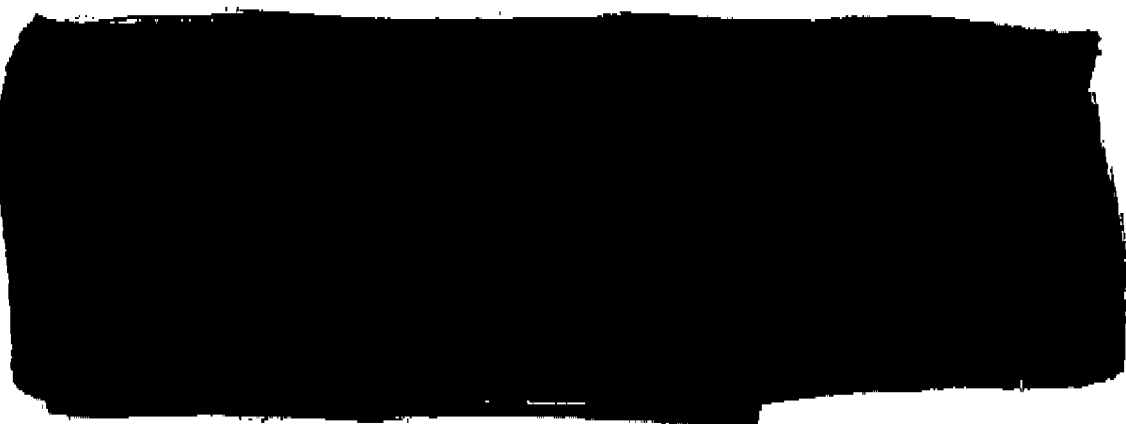
805 966 3320 P.06

security interest in (the "Security Interest") the Collateral as security for all indebtedness owing by Company to Holder under this Note.

(b) At any time and from time to time, upon the written request of Holder, and at the sole expense of the Company, the Company will promptly and duly authenticate and deliver such further instruments and documents and take such further action as Holder determines necessary or desirable for the purpose of obtaining or preserving the full benefits of the Security Interest herein granted including, without limitation, filing any financing or continuation statements under the Uniform Commercial Code (the "UCC", defined specifically in Exhibit D) or any other filing with the U.S. Patent Office or any other government agency that Holder reasonably deems necessary or appropriate, or entering into any security agreement to further document the Security Interest.

(c) Upon the occurrence of an Event of Default (as defined specifically in Exhibit D), Holder may exercise such rights and remedies with respect to the Collateral as are available to a secured party under the UCC and other applicable laws. Without limitation of the foregoing, upon the occurrence of an Event of Default, Holder shall have the right, without notice to, or the consent of the Company, to, among other things, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral and to take, at Holder's option and the Company's expense, any actions which Holder deems necessary to protect, preserve or realize upon the Collateral and to carry out the intent of this Section 7, in each case to the same extent as if Holder were the absolute owner of the Collateral for all purposes. The Company hereby appoints Holder, with full power of substitution, as its attorney-in-fact with full irrevocable power and authority in the place of the Company and in the name of the Company or its own name, from time to time in Holder's discretion so long as an Event of Default has occurred and is continuing, for the purpose of carrying out the terms of this Section 7, to take any appropriate action and to authenticate any instrument which may be necessary or desirable to accomplish the purposes of this Section 7. The Company hereby ratifies whatever actions Holder shall lawfully do or cause to be done in accordance with this Section 7. This power of attorney shall be a power coupled with an interest and shall be irrevocable.

(d) In the event of any action by Holder to enforce this Note or to protect the Security Interest, Company agrees to pay costs thereof, reasonable attorney's fees and other expenses.



JAN-16-2009 10:44

Reicker Pfau Pyle McRoy

805 966 3320 P.87

EXHIBIT D

DEFINITIONS

"Change of Control" means:

(a) The sale, conveyance or other disposition of all or substantially all of the Company's property or business, or (b) the Company's merger with or into or consolidation with any other corporation, limited liability company or other entity (other than a wholly owned subsidiary of the Company), or (c) the direct or indirect acquisition by any person or entity of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities, provided that the term "Change of Control" shall not include (i) a merger of the Company effected exclusively for the purpose of changing the domicile of the Company, (ii) an equity financing in which the Company is the surviving corporation, so long as either (x) the stockholders of the Company immediately prior to the financing own more than 50% of the equity and voting power of the Company following the financing or (y) the stockholders of the Company immediately prior to the financing neither sold, transferred or otherwise disposed of any of their equity interests in the Company nor received any securities other than equity securities of the Company in connection with the financing, or (iii) a transaction in which the stockholders of the Company immediately prior to the transaction own more than 50% of the equity and voting power of the surviving corporation following the transaction.

"UCC" means:

The Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Holders Security Interest in any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect, from time to time, in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions. Unless otherwise defined herein, terms used herein and defined in the UCC shall have meaning given in the UCC.

"Event of Default" means:

(i) the Company shall fail to pay when due, principal, interest or any other amount which it is required to pay hereunder or shall default in the performance or observance of any other covenant, agreement, or duty under this Note and such failure to pay or default shall have continued for a period of thirty (30) days after notice from Holder to Company;

(ii) any sale, conveyance, assignment, alienation or any other form of transfer of (A) the Option Agreement where Company has not yet exercised the Option (as defined in the Option Agreement), or (B) the Patents at any time within the Option Period (as defined in the Option Agreement); and

(iii) the insolvency of Company, the execution by Company of a general assignment for the benefit of creditors, the filing by or against Company of a petition in bankruptcy or any

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petition for relief under the federal Bankruptcy Act or the continuation of such petition without dismissal for a period of ninety (90) days or more, or the appointment of a receiver or trustee to take possession of the property or assets of the Company.

"Proceeds" means:

All cash, securities and any other property, whether real, personal or mixed and whether tangible or intangible, (a) acquired, received or receivable upon the sale, exchange, license, lease, collection or other disposition of any of the Collateral, whether such disposition is voluntary or involuntary, (b) whatever is collected on, or distributed on account of, the Collateral, (c) all rights arising out of the Collateral, (d) to the extent of the value of the Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Collateral and (e) to the extent of the value of the Collateral and to the extent payable to the Company or Holder, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Collateral.

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EXHIBIT E**DESCRIPTION OF THE PATENTS**

- 1) US Patent No. 5,844,483 GOLF EQUIPMENT INVENTORY DEVICE. Application No. 08/895,705 filed July 17, 1997. Patent granted December 1, 1998.
- 2) US Patent No. 6,023,225 GOLF EQUIPMENT INVENTORY DEVICE. Application No. 08/993,396 filed December 18, 1997 (Continuation-in-part of 08/895,705). Patent granted February 8, 2000.
- 3) US Patent No. 6,411,211 B1 GOLF EQUIPMENT INVENTORY DEVICE. Application No. 09/479,574 filed January 7, 2000 (Continuation of 08/993,396). Patent granted June 25, 2002.

Country	Title	Serial Number	Filing Date	Status
PCT	Apparatuses, Methods and Systems Relating To Findable Golf Balls	US04/001126	1/17/2004	Completed
South Africa	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2005/05685	1/15/2004	Granted
Australia	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2004-207473	1/15/2004	Pending
Canada	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2513870	1/15/2004	Pending
China	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2004-80007170.7	1/15/2004	Pending
Europe	Apparatuses, Methods and Systems Relating To Findable Golf Balls	4702570.5	1/15/2004	Pending
Japan	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2006-502854	1/15/2004	Pending
Korea	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2006-7013272	1/15/2004	Pending
USA	Apparatuses, Methods and Systems Relating To Findable Golf Balls (Continuation)	11/704,469	2/8/2007 1/17/2003*	Pending
USA	Apparatuses, Methods and Systems Relating To Findable Golf Balls (Continuation)	11/825,890	7/9/2007 1/17/2003*	Pending
USA	Apparatuses, Methods and Systems Relating To Findable Golf Balls (Continuation In Part)	11/254,177	10/31/2006 1/17/2003*	Pending
PCT	Apparatuses and Methods Relating To Findable Balls	US04/027588	8/25/2004	Completed
Australia	Apparatuses And Methods Relating To Findable Balls	2004280933	8/25/2004	Pending
Canada	Apparatuses And Methods Relating To Findable Balls	2538705	8/25/2004	Pending
China	Apparatuses And Methods Relating To Findable Balls	2004-80030815.9	8/25/2004	Pending
Europe	Apparatuses And Methods Relating To Findable Balls	4782154.1	8/25/2004	Pending
Japan	Apparatuses And Methods Relating To Findable Balls	2006-528005	8/25/2004	Pending
Korea	Apparatuses And Methods Relating To Findable Balls	2006-7008091	8/25/2004	Pending
USA	Apparatuses and Methods Relating To Findable Balls	10/672,365	9/26/2003	Pending

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USA	Apparatuses and Methods Relating To Findable Balls (Continuation In Part)	11/248,786	10/11/2005 8/28/2003*	Pending
USA	Golf Ball Locator (Design)	29/240,043	10/7/2005	Granted
USA	Method and System for Powering Radio Frequency Identification Tags and Labels (Provisional)	60/650,993	10/10/2006	Expired
PCT	Combined Range and Tag Finder	US2006/001700	2/8/2006	Pending
USA	Combined Range and Tag Finder	12/027,978	2/7/2006 2/9/2007*	Pending
USA	Combined Range and Tag Finder (Provisional)	60/900,582	2/9/2007	Expired
PCT	Methods and Apparatuses for Activating and Powering Radio Frequency Identification Tags and Labels	US2007/021719	10/10/2007	Pending
USA	Methods and Apparatuses for Activating and Powering Radio Frequency Identification Tags and Labels	11/669,714	10/9/2007 10/10/2006*	Pending
USA	Methods and Apparatuses for Activating and Powering Radio Frequency Identification Tags and Labels (Provisional)	60/876,714	12/21/2006	Expired
PCT	Apparatuses, Methods and Systems Relating to Automatic Golf Data Collecting and Recording	US2008/008567	7/10/2008	Pending
USA	Apparatuses, Methods and Systems Relating to Automatic Golf Data Collecting and Recording	12/170,413	7/9/2008 7/12/2007*	Pending
USA	Apparatuses, Methods and Systems Relating to Automatic Golf Data Collecting and Recording (Provisional)	60/949,468	7/12/2007	Expired
USA	Apparatuses, Methods And Systems Relating To Semi-Automatic Golf Data Collecting And Recording	12/258,348	10/24/2008 10/25/2007*	Pending
USA	Apparatuses, Methods And Systems Relating To Semi-Automatic Golf Data Collecting And Recording (Provisional)	60/992,713	10/25/2007	Expired
USA	Golf Data Recorder with Integrated Missing Club Reminder and Theft Prevention System (Provisional)	61/037,305	3/17/2008	Pending

* Priority or partial priority date