

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Confirmation of Ownership

CONVEYING PARTY DATA

Name	Execution Date
GPS Industries Inc.	03/27/2009
Optimal IP Holdings LP	03/26/2009
Optimal Golf Solutions Inc.	03/27/2009
Charles Huston	03/26/2009
Daryl Cornish	03/27/2009
Optimal Recreation Solutions LLP	03/26/2009
Optimal Recreation Solutions	03/26/2009
OPT Royalty LP	03/26/2009
Optimal Royalty LP	03/26/2009
GPS IT LLC	03/27/2009

RECEIVING PARTY DATA

Name:	GPS Industries, Inc.
Street Address:	1358 Fruitville Road
Internal Address:	Suite 210
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34236

Name:	Optimal I.P. Holdings, L.P.
Street Address:	700 Lavaca Street
Internal Address:	Suite 720
City:	Austin
State/Country:	TEXAS
Postal Code:	78701

Name:	Optimal Golf Solutions, Inc.
Street Address:	1358 Fruitville Road
Internal Address:	Suite 210

PATENT

500819990

REEL: 022460 FRAME: 0396

CH \$40.00 5364093

City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34236

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5364093

CORRESPONDENCE DATA

Fax Number: (214)347-4799
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-347-4700
Email: docketing@stormllp.com
Correspondent Name: Mark D. Perdue
Address Line 1: 901 Main Street
Address Line 2: Suite 7100
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	GPSI 04459 PTRX
-------------------------	-----------------

NAME OF SUBMITTER:	Mark D. Perdue
--------------------	----------------

Total Attachments: 2
source=CONFIRMATION OF OWNERSHIP 3-27-2009#page1.tif
source=CONFIRMATION OF OWNERSHIP 3-27-2009#page2.tif

CONFIRMATION OF OWNERSHIP

I. Each and every undersigned person and party, individually and collectively, hereby confirms and acknowledges that (A) as of May 11, 2007, the day the action *GPS Industries, Inc. et al. v. Altex Corp. et al.*, case number 3-07CV0831-K, was filed in the United States District Court for the Northern District of Texas, Dallas Division ("FILING DATE"), Optimal Golf Solutions, Inc. ("OGSI") was the nominal titleholder of United States Patent Number 5,364,093 (including any and all renewals, substitutes, re-issues, re-examinations, and/or extensions thereof) ("PATENT"), and to this day, OGSI continues to hold such nominal title to the PATENT; (B) as of the FILING DATE, GPS Industries, Inc. ("GPSI") owned any and all rights to license, sub-license, enforce (including the right to sue for, enjoin, and recover for past, present, and future patent infringements, the right to bring the action *GPS Industries, Inc. et al. v. Altex Corp. et al.*, and the right to grant covenants not to sue), and practice (including but not limited to making, using, selling, offering for sale, and importing) products and methods covered by the PATENT, and to this day, GPSI continues to hold such rights in and to the PATENT, subject to Section I(C); and (C) as of the FILING DATE, Optimal I.P. Holdings, L.P. ("Optimal Holdings") exclusively owned any and all rights to license, sub-license, and enforce (including the right to sue for, enjoin, and recover for past, present, and future patent infringements, the right to bring the action *GPS Industries, Inc. et al. v. Altex Corp. et al.*, and the right to grant covenants not to sue) the PATENT against third parties, and practice (including but not limited to making, using, selling, offering for sale, and importing) products and methods covered by the PATENT, only in the field for handheld devices used for distance measurement on a golf course using GPS ("CONSUMER HANDHELD FIELD"), and to this day, Optimal Holdings continues to hold such rights in and to the PATENT only in the CONSUMER HANDHELD FIELD.

II. To the extent any of the rights confirmed and acknowledged in Section I above have not been conveyed, each and every undersigned person and party, individually and collectively, hereby (A) assigns and quitclaims to OGSI nominal title to the PATENT, retroactively effective as of at least the FILING DATE and thereafter to the present; (B) assigns and quitclaims to GPSI any and all rights to license, sub-license, enforce (including the right to sue for, enjoin, and recover for past, present, and future patent infringements, the right to bring the action *GPS Industries, Inc. et al. v. Altex Corp. et al.*, and the right to grant covenants not to sue), and practice (including but not limited to making, using, selling, offering for sale, and importing) products and methods covered by the PATENT, retroactively effective as of at least the FILING DATE and thereafter to the present; and (C) assigns and quitclaims to Optimal Holdings any and all rights to license, sub-license, and enforce (including the right to sue for, enjoin, and recover for past, present, and future patent infringements, the right to bring the action *GPS Industries, Inc. et al. v. Altex Corp. et al.*, and the right to grant covenants not to sue) the PATENT against third parties, and practice (including but not limited to making, using, selling, offering for sale, and importing) products and methods covered by the PATENT, only in the CONSUMER HANDHELD FIELD, retroactively effective as of at least the FILING DATE and thereafter to the present.

III. This CONFIRMATION OF OWNERSHIP does not terminate or amend any prior assignment, agreement, conveyance, document or writing between or among the undersigned persons or parties. To the extent any of the confirmations, acknowledgements, assignments, quitclaims, recitations, and agreements herein are in any way inconsistent with any prior assignment, agreement, conveyance, document or writing, this CONFIRMATION OF OWNERSHIP supersedes and controls the ownership of any and all rights in and to the PATENT.

IV. Each and every undersigned person and party acknowledges receipt and adequacy of good and valuable consideration in exchange for the confirmations, acknowledgements, assignments, quitclaims, recitations, and agreements herein.

V. As best understood and for the sake of completeness, all persons and entities that were in any way involved with transactions relating to rights in the PATENT are signatories to this CONFIRMATION OF OWNERSHIP, but no representation is being made that any such person or entity did or does actually exist.

AGREED TO BY

GRS INDUSTRIES INC.

Signature

VP
Title

3/27/09
Date

OPTIMAL IP HOLDINGS LP

Signature

Authorized Agent
Title

3/26/09
Date

OPTIMAL GOLF SOLUTIONS INC.

Signature

Authorized Rep.
Title

3/27/09
Date

CHARLES HUSTON

Signature

N/A
Title

3/26/09
Date

DARYL CORNISH

Signature

N/A
Title

3/27/09
Date

OPTIMAL RECREATION SOLUTIONS LLP

Signature

partner
Title

3/26/09
Date

OPTIMAL RECREATION SOLUTIONS

Signature

partner
Title

3/26/09
Date

OPT ROYALTY LP

Signature

Authorized Agent
Title

3/26/09
Date

OPTIMAL ROYALTY LP

Signature

Authorized Agent
Title

3/26/09
Date

GRS IT LLC

Signature

Authorized Rep.
Title

3/27/09
Date

CONFIRMATION OF OWNERSHIP

PAGE 2 OF 2

PATENT

RECORDED: 03/27/2009

REEL: 022460 FRAME: 0399