

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
John Lombardi	05/12/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Lombardi Golf Ball Design L.P.
Street Address:	One Park Place, 300 South State Street
Internal Address:	c/o Hiscock & Barclay, LLP
City:	Syracuse
State/Country:	NEW YORK
Postal Code:	13202
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	D458978
<b>CORRESPONDENCE DATA</b>	
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ATTORNEY DOCKET NUMBER:	3039012
NAME OF SUBMITTER:	Elizabeth A. Kinsley
Total Attachments: 3 source=LombardiAssignmentGolfBallDemarcation#page1.tif source=LombardiAssignmentGolfBallDemarcation#page2.tif source=LombardiAssignmentGolfBallDemarcation#page3.tif	

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## ASSIGNMENT

WHEREAS, **John Lombardi**, a Canadian citizen residing at 3917 Glen Oakes, Niagara Falls, Ontario, L2H 2V9, Canada, hereafter, together, with any successors, legal representatives or assigns thereof (the "Assignor") is the owner of the entire right, title, and interest of **U.S. Design Patent Number D458,978** (the "Patent"), issued on June 18, 2002, and titled "Golf Ball Demarcation";

WHEREAS, Lombardi Golf Ball Design L.P., together with any successors, legal representatives or assigns thereof (the "Assignee"), a New York State limited partnership having an address of One Park Place, 300 South State Street, Syracuse, New York 13202 (c/o Hiscock & Barclay, LLP), desires to acquire the entire right, title, and interest in and to said Patent owned by Assignor, including, but not limited to, all of the inventions and other intellectual property therein, and the Assignor is willing to enter into such assignment; and

WHEREAS, for one-dollar (USD1.00) and other good and valuable consideration, the receipt of which from the Assignee is hereby acknowledged, Assignor has agreed to assign all its right, title, and interest in and to the Patent to Assignee;

NOW, THEREFORE, in consideration of the foregoing premises, in consideration of the sum of one dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and indeed Assignor has, by this Assignment, sold assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over to Assignee the entire right, title, and interest in and to the Patent, including, but not limited to, all rights and privileges related to the Patent, and all continuations, divisions, reexaminations, reissues and substitutes thereof, all inventions and intellectual property therein, including, without limitation, all rights to claim priority on the basis thereof, and any and all applications for patents, which are or may hereafter be filed for this invention in any foreign country, and all extensions, renewals, and reissues thereof, and including, without limitation, all rights to sue for past, present, and future infringement, including the right to collect and receive any damages, royalties, or

settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries thereof;

Assignor hereby covenants that is has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Assignment;

Assignor hereby covenants, agrees, and will, at any time, upon request of Assignee, execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer, or conveyance, registrations for assignments, powers of attorney, and assurances as reasonably may be required for the assigning, assuring, and confirming to Assignee, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, the Patent, and any such other or further patent or application, which may relate to the Patent, assigned under this Patent Assignment. Assignor hereby further covenants and agrees that it will communicate to Assignee any and all facts known to it respecting said Patent, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any action that may be necessary or desirable to perfect the title to any aforementioned patents and inventions, execute all divisional, continuation, reexamination, reissue, and substitute applications, and make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said inventions in all countries. Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact to take such actions and make, execute, acknowledge and deliver all such documents as may from time to time be necessary to confirm the conveyance of all rights granted herein to Assignee, its successors and/or assigns.

This Patent Assignment shall be binding upon the successors, assigns, nominees, or other legal representatives of Assignor.

IN WITNESS WHEREOF, this Assignment is executed on this 12<sup>th</sup> day of May, 2009.

ASSIGNOR

  
\_\_\_\_\_  
JOHN LOMBARDI

Witness:

Mancuso  
JENNY MANCUSO

*Print Name*

4701 ST. CLAIR AVE., 2<sup>ND</sup> FL.  
NIAGARA FALLS, ON L2E 3S9

*Address*