

11-06-2009



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To the Director of the U.S. Patent and Trademark Office

103579901

Documents or the new address(es) below.

50911

1. Name of conveying party(ies)

PROLINK SYSTEMS, INC.

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

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

Execution Date(s) OCTOBER 14, 2009

- 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: GPS INDUSTRIES, LLC

Internal Address: \_\_\_\_\_

Street Address: 1074 NORTH ORANGE AVENUE

City: SARASOTA

NOV - 5

State: FLORIDA

Country: USA

Zip 34236

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)

B. Patent No.(s)

SEE SCHEDULE A

Additional numbers attached?  Yes  No

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

Name: ROGER M. IORIO, ESQ.

Internal Address: C/O COLE, SCHOTZ, MEISEL, FORMAN & LEONARD, P.A.

Street Address: 25 MAIN STREET

City: HACKENSACK

State: NEW JERSEY Zip: 07601

Phone Number: (201) 525-6312

Fax Number: (201) 678-6312

Email Address: RIORIO@COLESCHOTZ.COM

6. Total number of applications and patents involved: 13

7. Total fee (37 CFR 1.21(h) & 3.41) \$520.00

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

8. Payment Information

Deposit Account Number

11/06/2009 DBYRNE 00000002 11406833

Authorized User Name

01 FC:0021

520.00

9. Signature:

Signature

11/3/09

Date

ROGER M. IORIO, ESQ.  
Name of Person Signing

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

6

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 1450, Alexandria, V.A. 22313-1450

**SCHEDULE A**

**APPLICATION/PATENT NO.**

<b>Patent No./Ser. No./Pub. No.</b>
Ser. No. 11/406,833
Patent No. D394637
Patent No. 7,031,947
Patent No. 6,525,690
Patent No. 6,470,242
Patent No. 6,024,655
Patent No. 5,878,369
Patent No. 5,873,797
Patent No. 5,689,431
Patent No. 6,236,360
Patent No. 6,236,940
Patent No. 6,446,005
Patent No. 5,438,518

**PATENT ASSIGNMENT**

This Patent Assignment (this "Assignment") is made as of this 14<sup>th</sup> day of October, 2009 ("Effective Date") by PROLINK SYSTEMS, INC., a Delaware company ("Assignor"), to GPS INDUSTRIES, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of, or has certain exclusive rights under, certain patents issued by, and patent applications pending in, the United States Patent and Trademark Office or any similar office or agency of the United States, any other country or political subdivision thereof, or any international governmental authority, and all recordings thereof, including but not limited to the patents and patent applications listed on Schedule A attached hereto, which may be updated or amended by either party at any time after the Effective Date upon the discovery of additional patents or patent applications owned by Assignor as of the Effective Date that are not listed on Schedule A as of the Effective Date (the "Patents");

WHEREAS, Assignor and Assignee are parties to that certain Master Framework Agreement, dated as of September 23, 2009 (the "Master Framework Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Master Framework Agreement, Assignor desires to assign and transfer all of its right, title and interest in and to the Patents to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby assign and transfer to Assignee all of Assignor's right, title and interest in and to the Patents and all letters patent of the United States to be obtained therefor and any continuations, continuations-in-part, divisions, provisionals and any other applications that claim priority from any of the Patents and any patents issuing on any of the foregoing, and any renewals, extensions, substitutes, reexaminations or reissues of any of the foregoing, and any foreign counterparts to any of the foregoing, in each case, for the full term or terms for which the same may be issued or granted, together with all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain such patent applications and patents, the right to claim priority in connection with any such patent applications and patents pursuant to any international convention, all causes of action Assignor may have for the past, present or future infringement of any of the Patents and all rights Assignor has to sue and collect damages and payments for claims of past, present or future infringement of any of the Patents.

2. The parties hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and corresponding authorities in any jurisdictions worldwide, to record Assignee as owner of all right, title and interest in and to the Patents. Upon Assignee's request, Assignor shall communicate to Assignee any facts and information relating to the Patents and the history thereof known to Assignor (in each case to the extent such facts and information are readily available to Assignor without incurring material expense and including, without limitation, any such facts or information useful or necessary for Assignee to maintain or prosecute any issuance or application for any of the Patents or to pursue or defend any legal

proceeding involving any of the Patents) and shall assist Assignee and execute any further documents, filings or notices to vest full title and interest in and to the Patents and other corresponding rights in Assignee.

3. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

4. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of Assignor and Assignee.

5. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first written above.

PROLINK SYSTEMS, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED TO:

IPS INDUSTRIES, LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PROLINK SYSTEMS, INC.

SIGNATURE PAGE 14  
PATENT ASSIGNMENT

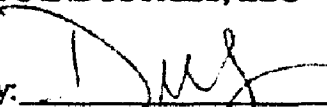
IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first written above.

PROLINK SYSTEMS, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED TO:

GPS INDUSTRIES, LLC

By:  \_\_\_\_\_  
Name: DAVID SAKSUN  
Title: EVP

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