

01/26/2011

Form PTO-1595 (Rev. 03-09)  
OMB No. 0851-0027 (exp. 03/31/2009)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



1-25-11 <sup>R</sup> 103616982

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

<b>1. Name of conveying party(ies)</b> Denmco, Inc. 21 Northwestern Drive Salem, New Hampshire 03079	<b>2. Name and address of receiving party(ies)</b> Name: <u>Professional Golf Ball Services, Ltd.</u> Internal Address: <u>Gary Krueger</u>
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Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
 Execution Date(s) January, 2011  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other

 Street Address: 12505 Reed Road, Suite 200  
 City: Sugar Land  
 State: Texas  
 Country: U.S.A. Zip: 77478  
 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)  
20070042829  
 B. Patent No. (s)  
5,178,393      5,725,438  
6,257,989      D436,439  
 Additional numbers attached?  Yes  No

**6. Name and address to whom correspondence concerning document should be mailed:**  
 Name: Albert S. Weyer  
 Internal Address: \_\_\_\_\_  
 Street Address: 11 Greenway Plaza, Suite 1400  
 City: Houston  
 State: Texas Zip: 77046  
 Phone Number: 713-961-9045  
 Fax Number: 713-961-5341  
 Email Address: aweyer@wkpz.com
**6. Total number of applications and patents involved:** 5  
**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 200.00  
*Fee pd*  
 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:** [Signature] January 17, 2011  
 Signature Date  
James J. Denmco, President  
 Name of Person Signing  
 Total number of pages including cover sheet, attachments, and documents: 10

Documents to be recorded (including cover sheet) should be taken to (671) 273-0146, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1460

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is effective as of, **November 1, 2010** by and among **PROFESSIONAL GOLF BALL SERVICES, LTD.**, a Texas limited partnership, the “**Company**”), **JAMES J. DENNESEN and DENNCO, INC.** (collectively, “**Assignors**” and individually, an “**Assignor**”).

### 1. Assignment

In consideration of Ten and No/100 Dollars (\$10.00) and other consideration, the receipt whereof is acknowledged, Assignors hereby assign to the Company exclusively throughout the world, except as noted in “EXHIBIT B” all right, title and interest (whether or not now existing) in the (i) subject matter referred to in Exhibit “A” (the “**IP Assets**”), (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof and (iii) all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual property rights (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, reissues, and reexaminations of such IP Assets), and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or related to any of the foregoing (collectively the “**Intellectual Property**”).

### 2. Further Assurances & Moral Rights

2.1 Assignors agree to assist the Company, in every proper way to evidence, record and perfect the Section 1 assignment and to secure, enforce, maintain, and defend the assigned rights. Said assistance shall be limited to cooperation and shall not imply financial responsibility to Assignor. If the Company is unable for any reason whatsoever to secure a Assignor’s signature to any document requested by the Company under this Section 2.1, Assignors hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as each Assignor’s agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and on each Assignor’s behalf and instead of such Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by such Assignor.

2.2 To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively “**Moral Rights**”). To the extent a Assignor retains any such Moral Rights under applicable law, such Assignor hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by the Company; Assignors agree not to assert any Moral Rights with respect thereto. Assignors will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

3. Warranty

Each Assignor represents and warrants to the Company that such Assignor (i) is the sole owner of all rights, title and interest in the Intellectual Property and the IP Assets, (ii) except as noted in EXHIBIT "B" has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or the IP Assets or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property or the IP Assets, and (v) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents relating to the Intellectual Property.

4. Miscellaneous

This Agreement is not assignable or transferable by any of the Assignors without the prior written consent of the Company; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Texas and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. The parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

*[Remainder of page intentionally left blank]*

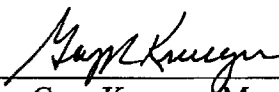
*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement on this 13 day of January, 2011, to be Effective the day and year first indicated above.

**COMPANY:**

PROFESSIONAL GOLF BALL SERVICES, LTD.,  
a Texas limited liability company

By: PGS Management, LLC

By:   
Gary Krueger, Manager

12505 Reed Road, Ste. 200  
Sugar Land, Texas 77478

**ASSIGNORS:**

\_\_\_\_\_  
JAMES J. DENNESEN  
Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DENNCO, INC., a New Hampshire corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on this 13 day of January, 2011, to be Effective the day and year first indicated above.

**COMPANY:**

PROFESSIONAL GOLF BALL SERVICES, LTD.,  
a Texas limited liability company

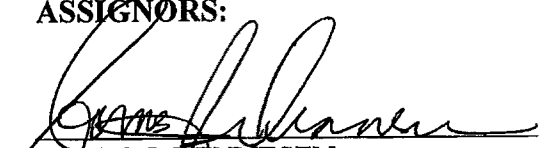
By: PGS Management, LLC

By: \_\_\_\_\_

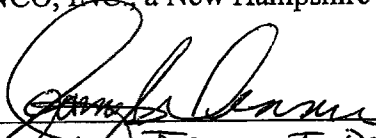
Gary Krueger, Manager

12505 Reed Road, Ste. 200  
Sugar Land, Texas 77478

**ASSIGNORS:**

  
JAMES J. DENNESEN  
Address: P.O. Box 73  
Hampstead NH  
03241

DENSCO, INC., a New Hampshire corporation

By:   
Name: James J Dennessen  
Title: President  
Address: Denco Inc  
21 Northwestern Dr  
Salem NH 03075



THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority on this day personally appeared Gary Krueger, Manager of PGS MANAGEMENT, LLC, a Texas limited liability company, General Partner of PROFESSIONAL GOLF BALL SERVICES, LTD., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

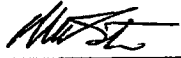
Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF NEW HAMPSHIRE   §  
  §  
COUNTY OF Rockingham       §

BEFORE ME, the undersigned authority on this day personally appeared JAMES J. DENNESEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.


Given under my hand and seal of office this 13th day of Jan, 2011.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF NEW HAMPSHIRE  
my comm exp: 4/4/12

THE STATE OF NEW HAMPSHIRE   §  
  §  
COUNTY OF Rockingham       §

BEFORE ME, the undersigned authority on this day personally appeared James J. Dennesen (Name), President (Title) of DENNCO, INC., a New Hampshire corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of Jan, 2011.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF NEW HAMPSHIRE  
my comm exp: 4/4/12

**EXHIBIT "A"**

**IP ASSETS**

Intellectual property, including all copyrights, trade names, trademarks, service marks, patents, license agreements, goodwill, and rights to technology and know-how related to, or used in, the Club Champ Business, including, without limitation, the following:

(a) Tradenames, trademarks and service marks, as follows:

<u>(i) NAME</u>	<u>REGISTRATION NOS.</u>
Club Champ	1, 856,273
Club Champ	2,004,619
Club Champ	3,693,158
Pocket Retriever	1,820,727
Parfect	1,797,126
Tru-Break	2,551,463
Airporter	2,393,956
Putt-N-Hazard	1,992,024
Expand-a-Green	3,178,539
Swing Groover	3,444,089
PC Tour	3,011,878
Pro Roller	1,830,442
Hole 'n One	1,778,417

(ii) NAME - NO REGISTRATION NOS.

Golfer's Putter Pins  
EZ Net  
Under Par  
Glengarry Greens  
Golf Shop  
Links Tradition



(b) Patents:

**(i) PATENTS PATENT NOS.**

Measuring Golf Distance (Electric Swing Groover)	5,178,393
PC Tour Golf Simulator	6,257,989
Tru-Break Putt-N-Hazard	5,725,438
Golf Travel Bag	D436,439

**(ii) PATENT PENDING APPLICATIONS PATENT PENDING NOS.**

Expand-A-Green Starter Kit	20070042829
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(c) Copyrights:

Putter Pool

**EXHIBIT "B"**

**IP ASSETS ASSIGNED, LICENCED PLEDGED OR ENCUMBERED**

All Assets have been encumbered by Security Interest of TD Bank

Club Champ licensed to Wal Mart Stores Inc.

Swing Groover TM licensed to Letex Corp

Sports Net, 5,269,527 Exclusive Licensee