## PATENT ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
Bernt Stellander	06/10/2011

#### **RECEIVING PARTY DATA**

Name:	Profound Golf, LLC
Street Address:	7612 E. Tuckey Lane
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85250

#### PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	D593171
Patent Number:	D594917
Patent Number:	D588656
Patent Number:	D602106
Patent Number:	7393285
Patent Number:	7766762

#### **CORRESPONDENCE DATA**

Fax Number: (602)382-6070 602-382-6389 Phone:

Email: dashcraft@swlaw.com, landerson@swlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Damon Ashcraft, Snell & Wilmer L.L.P. Address Line 1: One Arizona Center, 400 E. Van Buren Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER: 59994.0001

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REEL: 027378 FRAME: 0434

NAME OF SUBMITTER:	Damon Ashcraft
Total Attachments: 5 source=BerntAssignment#page1.tif source=BerntAssignment#page2.tif source=BerntAssignment#page3.tif source=BerntAssignment#page4.tif source=BerntAssignment#page5.tif	

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is effective as of June 10, 2011, (the "Effective Date"), by and between Bernt Stellander, an individual resident of Svelvik, Norway ("Assignor"), and Profound Golf, LLC, an Arizona limited liability company ("Assignee").

WHEREAS, Assignor has agreed to assign certain Intellectual Property (as defined below) rights related to a golf-related products and services business that Assignee will operate (the "Business"); and

WHEREAS, Assignee has agreed to accept certain Intellectual Property rights related to the Business.

THEREFORE, Assignor and Assignee agree as follows:

- 1. Assignment of Intellectual Property Rights. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers and assigns unto Assignee, effective as of the Effective Date, title and interest in and to, all of the intellectual property owned by Assignor related to the Business, including without limitation (i) patentable or copyrightable subject matter irrespective of whether a patent or copyright application has been filed, (ii) the patents, trademarks, domain names, and applications and registrations thereto identified on Exhibit A, and (iii) any other such applications or patents related to or claiming priority to the applications and patents whether domestic or foreign, and (iv) any common law rights and goodwill associated therewith, (collectively the "Intellectual Property"), as well as any rights Assignor may have acquired by virtue of its use of the Intellectual Property, including any and all legal and equitable causes of action for any past, present or future infringement or unauthorized use of the Intellectual Property and the right to recover for all damages for such infringements, such Intellectual Property to be held and enjoyed by Assignee and its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. <u>Transfer of Related Items</u>. Assignor further agrees to transfer to Assignee, without further remuneration, all legal files, documents and items relating to the foregoing assigned rights or that are associated with the Intellectual Property. Further, Assignor agrees to transfer all domain names to Assignee within five (5) days of the Effective Date.
- 3. <u>Further Actions/Power of Attorney</u>. Assignor hereby agrees, upon request of Assignee, and without further remuneration, to promptly provide Assignee with any reasonable assistance relating to perfecting the transfer of all of the rights conveyed herein and vesting of full and complete title in Assignee, and relating to enforcing and defending those rights, including but not limited to executing any and all papers for those purposes, transferring domain names as set forth above, and testifying on Assignee's behalf about this Assignment. Further, to effectuate this Assignment and the obligations set forth in this <u>Section 3</u>, Assignor hereby grants to Assignee, full power of attorney to sign other documents and take other actions to effectuate the purpose of this Assignment.
- 4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. Moreover, Assignor and Assignee hereby agree and consent to the exclusive jurisdiction of federal and state courts in Maricopa County, Arizona should this Assignment be subject to litigation.
- 5. <u>Severability</u>. If any provision of this Assignment or the application thereof is held to be invalid, void or unenforceable for any reason, the remaining provisions not so declared will be construed so as to comply with the law, and will nevertheless continue in full force and effect without being impaired in any manner whatsoever.

1

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- 6. <u>Binding Effect</u>. This Assignment shall apply to, be binding in all respects upon, and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.
- 7. <u>Counterparts; Facsimile</u>. This Assignment may be executed simultaneously in one or more counterparts, but all such counterparts taken together will constitute one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile transmission or .pdf delivered via email will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Assignment for all purposes.

[Signature Page Follows]

2

# SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement is executed and delivered by Assignor and Assignee as of the Effective Date.

ASSIGNOR:

BERNT STELLANDER

ASSIGNEE:

PROFOUND GOLF,

By: \_\_\_\_\_\_\_Name: Steve Cowman

Its: Administrative Manager

3

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#### **EXHIBIT A**

#### Registered or Pending Trademarks

Trademark	Country	Application or Registration No.	Registration or Filing Date
Traucinark	Council	933481 (International	4/8/2008
PROFOUND (Stylized)	USA	Registration No.)	
		914393 (International	
PP (Stylized)	USA	Registration No.)	3/25/2008
	European Union (including Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hungary, Ireland, Italy, Lithuania, Luxembourg, Latvia, Malta, Netherlands, Poland, Portugal, Romania,	933481 (International Registration No.)	5/9/2007
PROFOUND (Stylized)	Sweden, Slovenia, and Slovakia)  European Union (including Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hungary, Ireland, Italy, Lithuania, Luxembourg, Latvia, Malta, Netherlands, Poland, Portugal, Romania,	914393 (International	
PP (Stylized)	Sweden, Slovenia, and Slovakia)	Registration No.)	11/16/2006
PROFOUND (Stylized)	Norway	239045	5/7/2007
HIDE THE ORANGE	Norway	241876	3/31/2007
PP (Stylized)	Norway	236952	12/20/2006
PROFOUND (Stylized)	Japan	933481 (International Registration No.)	5/9/2007
PP (Stylized)	Japan	933481 (International Registration No.)	11/16/2006

#### Common Law Trademarks

HIDE THE ORANGETM
A QUANTUM LEAP IN ALIGNMENTTM
HIDE and designTM
HIDE ORANGETM
DARK ACETM
PUTTING INSTRUMENTSTM

The Color Orange used on golf equipment including putters and clubs

#### **Domain Names**

www.profoundgolf.com
www.profoundputters.com
www.hideorange.com
www.hidepink.com
www.hidered.com
www.hidetheorange.com
www.profoundwebshop.com

4

13192279.1

# EXHIBIT A (Continued)

# **Issued Patents or Pending Patent Applications:**

Patent Title	Country	Application or Registration No.	Filing Date
First Putter Design	USA	D593171	1/18/2006
Wingman Putter	USA '	D594917	1/18/2008
Golf Driver	USA	D588656	1/17/2008
Putter Grip	USA	D602106	10/26/2008
Putter With Alignment Means	USA	7393285	1/23/2004
Putter With Alignment Means	Japan	2008-532179	9/26/2005
Putter With Alignment Means	Europe	05797329.9	9/23/2005
True Aim Putter	USA	7,766,762	2/13/2007
Putter With Alignment Means	Japan	2008-555183	2/13/2007
Putter With Alignment Means	Europe	07709229.4	2/13/2007

## **Design Registrations:**

**RECORDED: 12/13/2011** 

Title	Country	Registration Number	Filing Date
Golf Putter Grip	Japan	2009-21519	9/17/2009

13192279.1 5 **PATENT**