

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Simon Garry MOORE	06/25/2008
RECEIVING PARTY DATA	
Name:	PUKU LIMITED
Street Address:	18 Bronte Place
City:	Cambridge
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12863182
CORRESPONDENCE DATA	
Fax Number:	(303)863-0223
Phone:	3038639700
Email:	scei@sheridanross.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	SHERIDAN ROSS P.C.
Address Line 1:	1560 Broadway, Suite 1200
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	5458PL-1 (SAC)
NAME OF SUBMITTER:	Douglas W. Swartz
Total Attachments: 8 source=Executed_Assignment#page1.tif source=Executed_Assignment#page2.tif source=Executed_Assignment#page3.tif source=Executed_Assignment#page4.tif source=Executed_Assignment#page5.tif source=Executed_Assignment#page6.tif source=Executed_Assignment#page7.tif source=Executed_Assignment#page8.tif	

CH \$40.00 12863182

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN: Simon Garry Moore

AND: Puku Limited

DESCRIPTION:

By this Deed Simon Garry Moore assigns to
Puku Limited the *Intellectual Property Rights*
relating to the *Inventions*.

JAMES & WELLS
INTELLECTUAL PROPERTY

Private Bag 11907
Level 9, Ellerslie Tower,
56 Cawley Street, Ellerslie
Auckland

S. T. ROWELL
BARRISTER AND SOLICITOR OF THE
HIGH COURT OF NEW ZEALAND
AUCKLAND


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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN

Simon Garry Moore, a New Zealand citizen of 18 Bronte Place,
Cambridge, New Zealand

("Assignor")

AND

Puku Limited, a New Zealand company having its registered office at 18
Bronte Place, Cambridge, New Zealand

("Assignee")

ON THE BASIS THAT-

1.0 DEFINED TERMS

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Works* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand
Copyright Act 1994; and/or

1.2-2. a work in which copyright exists; and

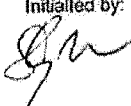
which relates to any of the *Inventions*.

1.3. *Design Rights* shall mean the right to apply for a registered design relating to any of the
Inventions or equivalent protection in any country of the world and to claim priority under
international convention from any such applications and the rights conferred by such
registered designs or equivalent protection when granted.

1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating
to the *Inventions* including without limitation the *Patents*, the *Patent Rights*, the *Design
Rights*, the *Copyright* and the *Technical Information*.

1.5. *Inventions* shall mean the inventions described in the *Patents*.

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1.6. *Patents* shall mean the patent applications set out in the Schedule and any patent application or letters patent claiming priority from said patent applications, and any letters patent granted upon any of the foregoing patent applications.

1.7. *Patent Rights* shall mean:

1.7-1. the right to apply for any patent relating to the *Inventions* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and

1.7-2. the rights conferred by the *Patents* including the right to claim priority under any international convention and the right conferred by such *Patents* now and when granted.

1.8. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Inventions* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

2.0 BACKGROUND

2.1. The **Assignor** owns the *Inventions* and *Intellectual Property Rights*.

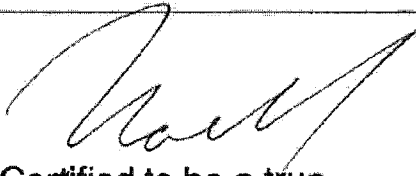
2.2. The **Assignor** acknowledges that the **Assignee** is or should be the owner of the *Inventions* and the *Intellectual Property Rights*, and hereby agrees to assign same to the **Assignee** on the terms described below.

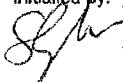
BY THIS DEED THE PARTIES AGREE –

3.0 THE ASSIGNMENT

3.1. The **Assignor** hereby assigns all his right, title and interest in and to the *Inventions* and *Intellectual Property Rights* to the **Assignee**.

3.2. The assignment will take effect on the date this Deed is fully executed by the **Assignor**.


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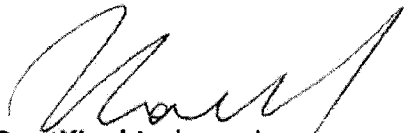
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4.0 CONSIDERATION

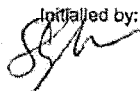
- 4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to the **Assignor** upon execution of this Agreement the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignor**.
- 4.2. Any and all rights of the **Assignor** with respect to the *Inventions* and *Intellectual Property Rights* will pass to the **Assignee** upon execution of this Agreement.

5.0 ASSIGNOR'S OBLIGATIONS

- 5.1. The **Assignor** undertakes to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all his right, title and interest to the *Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Inventions* or infringes the *Intellectual Property Rights*.
- 5.2. The **Assignor** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Inventions* devised or created by the **Assignor** while in the employ of the **Assignee** and/or under a commission for money or money's worth from the **Assignee**, and the intellectual property in all such improvements, modifications or additions will be owned by the **Assignee**.
- 5.2-1. The **Assignor** shall assign to the **Assignee** upon request all intellectual property rights relating to all improvements in, modifications of or additions to the *Inventions* devised or otherwise created while in the employ and/or under a commission for money or money's worth from the **Assignee**.
- 5.3. The **Assignor** hereby waives his moral rights in relation to the *Copyright*.
- 5.4. At the request of the **Assignee**, the **Assignor** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:
- 5.4-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;


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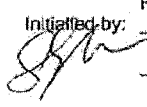

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- 5.4-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;
- 5.4-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;
- 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. The **Assignor** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Inventions*, and the *Intellectual Property Rights* (including the circumstances of *Inventions*, creation and/or design of same) and where possible all original versions of the *Inventions* and the *Copyright Works*.
- 5.6. The **Assignor** agrees to treat as confidential all information relating to the *Inventions* and/or the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignor**. The **Assignor** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.
- 6.0 **ASSIGNOR'S WARRANTIES**
- 6.1. The **Assignor** warrants:
- 6.1-1. The **Assignor** has absolute title to the *Inventions* and *Intellectual Property Rights*;
- 6.1-2. There are no encumbrances or other matters affecting the **Assignor's** capacity to assign the *Inventions* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever; and
- 6.1-3. The *Copyright Works* are the **Assignor's** original work and are not copied in whole or in part from any other work.


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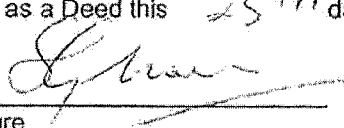
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7.0 GOVERNING LAW

- 7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.
- 7.2. Each party to this Deed submits to the non-exclusive jurisdiction of the courts of New Zealand.

Signed as a Deed this 25th day of June 2008 by Simon Garry Moore


Signature

Witnessed by:

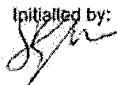
FIONA JANE BROWN
Name

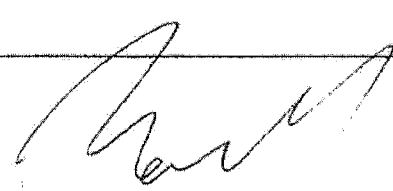
Fiona Jane Brown
Signature

Administrator
Occupation

18 Bronte Pl Cambridge NZ
Place

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Signed as a Deed this 25th day of June 2008 for and on behalf of Puku Limited by its duly authorised officers*

Simon Garry Mack
Name
[Signature]
Signature
Director
Position

Name

Signature

Position

Witnessed by:

FIONA JANE BROWN
Name
Fiona Jane Brown
Signature
Administrator
Occupation
6 Bronte Pl Cambridge NZ
Place

* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

[Signature]

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SCHEDULE

Patent Application No: 554136
Entitled: Device defined securing mechanism
Country: New Zealand
Filing Date: 26 March 2007

Patent Application No: 554168
Entitled: A fastener
Country: New Zealand
Filing Date: 26 September 2007

Patent Application No: 561380
Entitled: Connection mechanism
Country: New Zealand
Filing Date: 10 September 2007

Patent Application No: 565200
Entitled: Connection device
Country: New Zealand
Filing Date: 17 January 2008

Patent Application No: 530415
Entitled: Adjustable length golf putter with self locking design
Country: New Zealand
Filing Date: 15 July 2002

Patent Application No: 524309
Entitled: Curved hosel putter
Country: New Zealand
Filing Date: 20 February 2004

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