

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3067034

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RADAR CORPORATION	05/19/2011
RECEIVING PARTY DATA	
Name:	RF CORPORATION
Street Address:	2817 CROW CANYON ROAD, SUITE 203
City:	SAN RAMON
State/Country:	CALIFORNIA
Postal Code:	94583
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D530766
CORRESPONDENCE DATA	
Fax Number:	(408)720-8383
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	408-720-8300
Email:	connie_thayer@bstz.com
Correspondent Name:	JAMES C. SCHELLER
Address Line 1:	1279 OAKMEAD PARKWAY
Address Line 4:	SUNNYVALE, CALIFORNIA 94085
ATTORNEY DOCKET NUMBER:	09202.P006
NAME OF SUBMITTER:	JAMES C. SCHELLER, REG. NO. 31,195
SIGNATURE:	/James C. Scheller/
DATE SIGNED:	10/15/2014
Total Attachments: 15	
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CONTRIBUTION AND DISTRIBUTION AGREEMENT

This Contribution and Distribution Agreement (the “Agreement”) is made as of May 19, 2011 by and among RF Corporation, a Delaware corporation (the “Transferee”) and Radar Corporation, a California corporation (“Transferor”).

RECITALS

WHEREAS, the Transferor owns all of the tangible and intangible assets relating to that certain division of the Transferor’s business and operations, namely the “Radar Locating Business,” which is separate and distinct from the Transferor’s primary business. The Radar Locating Business includes “findable golf ball technology” and other general locating technology concepts (the “Business”). The Transferor’s primary business and related technology includes the “SmartClub” technology.

WHEREAS, the Transferor desires to transfer to Transferee and Transferee desires to obtain from the Transferor all of the assets relating to the ownership and operation of the Business in consideration for the issuance of shares of common stock and preferred stock of Transferee to the Transferor; and

WHEREAS, the Board of Directors of the Transferor has determined that it is appropriate and desirable, on the terms and conditions contemplated hereby, for the Transferor to distribute to the stockholders of Transferor listed on Exhibit A attached hereto (the “Stockholders”) all of the shares of common stock and preferred stock of Transferee owned by the Transferor as set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing premises, and the mutual promises, representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONTRIBUTION AND ASSUMPTION OF LIABILITIES

1.1 Contribution.

(a) **Transfer of Assets.** Subject to the terms and conditions of this Agreement, Transferor shall assign, grant, transfer, and deliver (or cause to be assigned, granted, transferred and delivered) to Transferee, and Transferee shall accept from Transferor as of the Transfer Date, free and clear of all liens, all of Transferor’s rights, title and interest in and to all of the assets owned, held or used in the conduct of the Business as the same shall exist on the Transfer Date (as defined in Section 1.3 below) (the “Radar Locating Assets”), including, without limitation:

- (i) the assets identified on Exhibit B attached hereto;
- (ii) all accounts receivable, notes receivable and other receivables with respect to the Business;
- (iii) all prepaid expenses relating to the operation of the Business including, but not limited to taxes, leases and rentals;
- (iv) all of Transferor's rights, claims, credits, causes of action or rights of set-off against third parties relating to the Radar Locating Assets, including, without limitation, unliquidated rights under warranties;
- (v) all copyrights, copyright registrations, proprietary processes, trade secrets, license rights, specifications, technical manuals and data, drawings, inventions, designs, patents, patent applications, trade names, trademarks, service marks, product information and data, know-how and development work in progress, customer lists, software, business and marketing plans and other intellectual or intangible property embodied in or pertaining to the Business, whether pending, applied for or issued, whether filed in the United States or in other countries, together with all associated goodwill, including those as set forth on Exhibit B-1 attached hereto;
- (vi) all things authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Transferor or any of its employees, consultants or agents that are embodied in, derived from or relate to the Business, in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information relating to the Business;
- (vii) any and all design and code documentation, methodologies, processes, trade secrets, copyrights, design information, product information, technology, formulae, routines, engineering specifications, technical manuals and data, drawings, inventions, know-how, techniques, engineering work papers, and notes, development work-in-process, and other proprietary information and materials of any kind relating to, used in, or derived from the Radar Locating Assets (collectively with subsections (v) and (vi), the "Intellectual Property");
- (viii) all permits, authorizations, consents and approvals of any governmental entity affecting or relating in any way to the Business;
- (ix) all books, records files and papers, whether in hard copy or electronic format, used in the Business, including without limitation, engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present, former and prospective suppliers or customers, personnel and employment records, and any information relating to taxes imposed on the Business or Radar Locating Assets;
- (x) all computer software programs, data and associated licenses used in connection with the Business; and

(xi) all goodwill associated with the Business or the Radar Locating Assets, together with the right to represent to third parties that Transferee is the successor to the Business.

(b) Transferee agrees that notwithstanding anything to the contrary herein, the assets of Transferor listed on Exhibit C attached hereto (the “Excluded Assets”) shall be excluded from the Radar Locating Assets.

(c) Transferee agrees, effective as of the Transfer Date, to assume all of the liabilities of the Transferor with respect to the Business (the “Assumed Liabilities”), including, without limitation, the liabilities set forth on Exhibit D attached hereto; provided, however, Transferee shall not assume and shall not be liable for the liabilities identified on Exhibit E attached hereto (the “Excluded Liabilities”).

1.2 Consideration for Transferred Assets. For and in consideration of the contribution of the Transferred Assets and the assumption of the Assumed Liabilities, Transferee hereby agrees (i) to issue to Transferor 1,699,537 shares of Common Stock and 8,300,463 shares of Series A Preferred Stock of the Transferee (the “Shares”), (ii) to reserve and not to issue to any other person, 169,346 shares of Series A Preferred Stock of the Transferee (the “Reserved Shares”), and (iii) to issue to Transferor such amount of the Reserve Shares and at such time as is necessary for Transferor to satisfy any obligation of Transferor, if any, under any warrant agreements of Transferor existing on the date hereof.

1.3 Transfer Date. The transfer of the Transferred Assets and the assumption of Assumed Liabilities under this Agreement and the corresponding issuance of the Shares shall occur at the principal office of Transferor simultaneously with the execution of this Agreement by the parties or on such other date as Transferee and Transferor shall agree (the “Transfer Date”). On the Transfer Date, (i) Transferee will deliver to the Transferor certificates representing the Shares to be issued and (ii) Transferor and Transferee shall execute any other agreements necessary to effectuate the transfer of the Transferred Assets and the assumption of the Assumed Liabilities, if any, as set forth on Exhibit F attached hereto (the “Closing”).

ARTICLE 2 DISTRIBUTION

2.1 Distribution of the Shares. Upon the Closing, the Transferor shall be the sole stockholder of Transferee. Immediately following the Closing, the Transferor shall distribute the Shares to the Stockholders (the “Distribution”). The number and class of Shares to be received by each Stockholder in the Distribution shall be as set forth on Exhibit A hereto (for each such Stockholder, the “Stockholder’s Shares”). In connection with the Distribution, the Transferor shall surrender the stock certificates in the name of the Transferor representing the Shares for transfer to the Stockholders, and the Transferee shall issue a new certificate to each Stockholder representing such Stockholder’s Shares.

ARTICLE 3 MISCELLANEOUS

3.1 Tax Treatment. The parties hereto each acknowledge and agree that the transactions described in this Agreement are not intended to qualify as a tax-free “reorganization” within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (and any comparable provisions of applicable state or local tax laws), but instead shall be treated as a distribution of property by the Transferor to the Stockholders that may be taxable, and each of the parties hereto agree to report and treat the transactions described in this Agreement in a manner consistently therewith.

3.2 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

3.3 Entire Agreement; Enforcement of Rights. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by Transferor and Transferee. Any amendment or waiver effected in accordance with this Section 3.3 shall be binding upon all parties hereto and their respective successors and assigns. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

3.4 No Warranty. The Transferred Assets are being delivered to the Transferee “as is” and the Transferor expressly disclaims all other warranties of any kind or nature, whether express or, implied, including, but not limited to, any warranties of operability, condition, title, non-infringement, accuracy of data, or quality, as well as any warranties of merchantability, suitability, fitness for a particular purpose, or the absence of any defects therein.

3.5 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

3.6 Construction. This Agreement is the result of negotiations among and has been reviewed by each of the parties hereto; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

3.7 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by fax or 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to

the party to be notified at such party's address or fax number as set forth below or as subsequently modified by written notice.

3.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

3.9 Successors and Assigns. The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by, the respective party's successors and assigns.

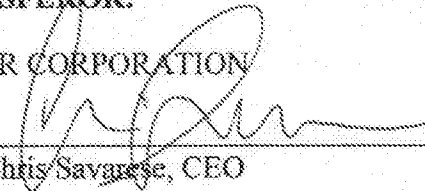
3.10 California Corporate Securities Law. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

[Signature Page Follows]

The parties have executed this Contribution and Distribution Agreement as of the date first set forth above.

TRANSFEROR:

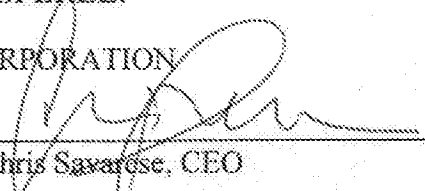
RADAR CORPORATION

By: 
Chris Savarese, CEO

Address:
2817 Crow Canyon Road, Suite 203
San Ramon, CA 94583

TRANSFeree:

RF CORPORATION

By: 
Chris Savarese, CEO

Address:
2817 Crow Canyon Road, Suite 203
San Ramon, CA 94583

EXHIBIT A

Redacted to protect confidential information

EXHIBIT B

Redacted to protect confidential information

EXHIBIT B-1

TRADEMARKS AND PATENTS

Registered Trademarks

- RADARGOLF (words only) and the DOG mark
- DOG (mark only)
- RADARGOLF (words only)
- FIND IT. PLAY IT. (words only)
- BPS (words only)
- SHIELDIT (words only)

Pending Trademarks

- RADARFONE
- FONETAG

Patents and Patent Applications

ISSUED / ALLOWED / REGISTERED

Countries	Title	Number
Japan	Apparatuses, Methods and Systems Relating To Findable Golf Balls	4476277
South Africa	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2005/05685
USA	Apparatuses, Methods and Systems Relating To Findable Golf Balls	11/264,177
USA	Apparatuses and Methods Relating To Findable Balls	7,691,009
China	Apparatuses And Methods Relating To Findable Balls	CN100585430C
Europe	Apparatuses And Methods Relating To Findable Balls	EP1676149
USA	Apparatuses and Methods Relating To Findable Balls	7,766,766
USA	Golf Ball Locator (Design Patent)	D530,766

PENDING

Korea	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2005-7013272
USA	Apparatuses, Methods and Systems Relating To Findable Golf Balls	11/825,890
USA	Apparatuses and Methods Relating To Findable Balls	12/552,162
Japan	Apparatuses And Methods Relating To Findable Balls	2006-528005
Canada	Apparatuses And Methods Relating To Findable Balls	2539705
Europe	Apparatuses and Methods Relating To Findable Balls	9155746.2
Australia	Apparatuses And Methods Relating To Findable Balls	2004280933
Korea	Apparatuses And Methods Relating To Findable Balls	2006-7008091
USA	Apparatuses And Methods Relating To Findable Balls	12/848,962
USA	Combined Range and Tag Finder	12/027,978
USA	Methods and Apparatuses for Activating and Powering Radio Frequency Identification Tags and Labels	11/869,714

ABANDONED / COMPLETED

USA	Apparatuses, Methods and Systems Relating To Findable Golf Balls	10/346,919
Australia	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2004-207473
Canada	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2513670
China	Apparatuses, Methods and Systems Relating To Findable Golf Balls	2004-80007170.7
European Union	Apparatuses, Methods and Systems Relating To Findable Golf Balls	4702570.5
Philippines	Apparatuses, Methods and Systems Relating To Findable Golf Balls	1-2005-501323
Multiple Foreign Countries	Apparatuses, Methods and Systems Relating To Findable Golf Balls	US04/001126
USA	Apparatuses, Methods and Systems Relating To Findable Golf Balls	11/704,469
Multiple Foreign Countries	Apparatuses and Methods Relating To Findable Balls	US04/027598
PCT	Apparatuses and Methods Relating To Findable Balls	US06/039416
USA	Antenna Systems for Findable Balls	10/672,600

Multiple Foreign Countries	Antenna Systems for Findable Balls	US04/027597
USA	Active RFID Golf Ball and Cell Phone Accessories	
USA	Method and System for Powering Radio Frequency Identification Tags and Labels	60/850,993
USA	Combined Range and Tag Finder	60/900,582
Multiple Foreign Countries	Methods and Apparatuses for Activating and Powering Radio Frequency Identification Tags and Labels	US2007/021719
USA	Methods and Apparatuses for Activating and Powering Radio Frequency Identification Tags and Labels	60/876,714

EXHIBIT C

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EXHIBIT D

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EXHIBIT E

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EXHIBIT F

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