

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5794396

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RYAN BRUCE	08/28/2019
RECEIVING PARTY DATA	
Name:	KARSTEN MANUFACTURING CORPORATION
Street Address:	2201 W. DESERT COVE
Internal Address:	LEGAL DEPARTMENT
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85029
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16109659
CORRESPONDENCE DATA	
Fax Number:	(602)687-5545
<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:	6026875161
Email:	maryjom@karsten.com
Correspondent Name:	KARSTEN MANUFACTURING CORPORATION
Address Line 1:	2201 W. DESERT COVE
Address Line 2:	LEGAL DEPARTMENT
Address Line 4:	PHOENIX, ARIZONA 85029
ATTORNEY DOCKET NUMBER:	KMC-15-004-X2-US
NAME OF SUBMITTER:	MARY JO MENDEZ
SIGNATURE:	/mary jo mendez/
DATE SIGNED:	10/29/2019
Total Attachments: 8	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): James Martell, *et al.*
App. No.: 16/109,659
Conf. No.: 4032
Filing Date: August 22, 2018

Art Unit: 3733
Examiner: MATHEW, FENN C
Title: SNAP FIT GOLF BAG ASSEMBLY

SUBMISSION UNDER 35 U.S.C. 115(d) and 37 C.F.R. § 1.64

Assignment Branch
U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Assignment filing for deceased inventor

Inventors: James Martell, John Loudenslager, Brian McGuire, Ryan Bruce (deceased), and David Higdon

Our Reference No.: KMC-15-004-X2-US

Dear Commissioner:

The Assignment signed by James Martell, John Loudenslager, Brian McGuire, and David Higdon was previously recorded for this application under reel/frame number 047746/0951 on December 11, 2018. The inventor **Ryan Bruce** is deceased, and we have enclosed the following documents to confirm that the invention rightfully belongs to Karsten Manufacturing Corporation:

Confidentiality, Assignment, and Non-Competition Agreement, 4 pages; and

Assignment from PING, Inc. to Karsten Manufacturing Corporation.

We request that these documents be accepted in lieu of Ryan Bruce's signature on the Assignment.

Further enclosed herewith is a Recordation Form Cover Sheet associated with this filing.

Should you have any questions regarding the enclosed materials, please do not hesitate to contact the undersigned at the number listed below.

Respectfully submitted,

KARSTEN MANUFACTURING CORPORATION

Dated: ~~June 26, 2019~~
August 21, 2019

By: /Paul A. Jenny/
Paul A. Jenny
Registration No. 59014
Customer No. 39915

Karsten Manufacturing Corporation
2201 West Desert Cove
Phoenix, AZ 85029
602.687.5405 (direct)
paulj@karsten.com

PING

CONFIDENTIALITY, ASSIGNMENT AND NON-COMPETITION AGREEMENT

This Confidentiality, Assignment and Non-Competition Agreement ("Agreement") is between PING, Inc., an Arizona corporation having offices at 2201 West Desert Cove, Phoenix, Arizona 85029 ("PING") and Ryan Bruce, an individual ("Employee"), who is or will be employed by PING.

A. PING is a leader in the business of, among other things, designing, developing, producing, marketing, selling and distributing golf clubs, golf-related equipment, and apparel (the "Business"), has customers throughout the world, and competes globally with other businesses in its industry.

B. PING has expended, and will continue expend, a great deal of time, money and effort to develop and maintain its proprietary, trade secret and other confidential technical and business information which, if misused or disclosed, would be very harmful to the Business.

C. Employee recognizes and acknowledges that, as a result of Employee's employment and/or continued employment with PING, Employee has had and/or will have access to (among other things) proprietary, trade secret, or other confidential information of or relating to the Business. Further, Employee recognizes that, in connection with Employee's employment with PING, Employee may create and/or be asked to create Work Product (as defined in Section 1(c) below), and that all such Work Product shall be owned exclusively by PING or its designee.

D. Employee desires to be employed, or to continue to be employed, by PING, and to be eligible for opportunities for advancement, additional responsibilities and/or compensation increases, and given access to proprietary, trade secret and/or other confidential information in connection with his/her duties, which would otherwise not be available but for Employee's execution of this Agreement.

THEREFORE, in consideration of these facts, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employee and Company agree as follows:

1. Definitions. For purposes of this Agreement:

(a) "Confidential Information" shall include, but is not limited to, all information relating to PING and the Business which is not commonly known by or available to the public. Confidential Information also includes, but is not limited to, all information relating to or reflecting PING's, and/or its parent, subsidiaries, and/or affiliates' research and development plans and activities; compilations of data; sales, marketing, business, and product plans and strategies; costs, pricing and profit margins; drawings; current and planned manufacturing or distribution methods and processes; inventions,

concepts, ideas, discoveries, know-how and designs; prototypes; formulae; customer lists; price lists; market studies; computer software and programs (including object code, source code, machine readable form, printouts, or human readable form); and computer and database technologies, systems, structures and architectures.

(b) "Intellectual Property" shall include, but is not limited to: (i) tangible works of expression including, but not limited to: ad copy; product, engineering, and technical drawings; product designs; literary works; software; documentation; memoranda; photographs; artwork; sound recordings; mask works; audiovisual works; derivative works; contributory works; and all copyrights, moral rights, and all copyright applications or registrations relating to any of the foregoing; (ii) trademarks, service marks, trade names, trade dress, product configurations, logos, symbols, emblems, designs, slogans, and the like, and all trademark applications or registrations relating to any of the foregoing; (iii) confidential, proprietary, and/or trade secret business and/or technical information; (iv) ideas, designs, developments, concepts, techniques, inventions, know-how, discoveries, improvements, modifications, technology, formulations, techniques, systems, methods, manufacturing procedures and methods of use, data, databases, algorithms, industrial property, processes, compositions of matter, and the like, whether or not patentable, and all patents, patent applications, continuations, continuations-in-part, divisional, reissue patents, and reexamination patents disclosing or relating to any of the foregoing; and (v) all other intellectual and industrial property rights, whether arising by operation of law, contract, license, or otherwise, including, but not limited to, all applications, registrations, renewals, extensions, or the like.

(c) "Work Product" shall include, but is not limited to, all Intellectual Property: (i) developed, conceived, created, made, discovered, learned, produced, reduced to practice, and/or otherwise generated by Employee, individually or jointly with others, during Employee's employment with PING, whether or not during working hours; and (ii) relating to or arising in any way out of (1) PING's, and/or its parent, subsidiaries, and/or affiliates' current and/or anticipated businesses and/or activities, (2) PING's, and/or its parent, subsidiaries, and/or affiliates' current and/or anticipated research or development, (3) any work performed by Employee for PING, and/or (4) any information or assistance provided by PING including, but not limited to, Confidential Information.

2. Restrictive Covenant. Employee understands that, as a result of the unique position Employee holds or will hold, should Employee violate the terms of this Restrictive Covenant ("Covenant"), Employee could cause irreparable harm to PING and to PING's goodwill

and business reputation that could not be adequately compensated by money damages. Therefore, Employee acknowledges and agrees that:

(a) At all times prior to and for a period after Employee's employment ends (as specified in subparagraph (b) below), Employee will not, directly or indirectly compete with PING by working for (as an employee, consultant, independent contractor, or in any other capacity), accepting work from, consulting with or on behalf of, planning with or on behalf of, investing with or in, providing financial assistance to, or otherwise being engaged in any manner by any business, group, entity, person, or other party that competes with PING (as defined in subparagraph (c) below).

(b) This Covenant shall continue for a period of twelve (12) months after Employee's employment ends, or, in the alternative, in the event any reviewing court finds twelve (12) months to be overbroad and unenforceable, for a period of nine (9) months after Employee's employment ends, or, in the alternative, in the event any reviewing court finds nine (9) months to be overbroad and unenforceable, for a period of six (6) months after Employee's employment ends. Employee acknowledges and agrees that, in PING's lines of business, product development from inception to manufacture can take up to a year or more, and that this inception/production cycle is the period of time during which PING faces profound exposure and risk of loss to its Intellectual Property and Confidential Information from competitors and other third parties.

(c) For purposes of this Covenant, a business, group, entity, person, or other party that "competes" with PING is one (or more) that engages in the design, manufacture, distribution, and/or sale of any and all categories of products planned, designed, manufactured, sold, and/or distributed by PING during the final two years of Employee's employment and throughout the period of the Covenant.

(d) Employee understands and agrees that PING manufactures, sells and distributes its products and faces competition and other challenges on a global scale. For these reasons, Employee understands and agrees that a global restrictive covenant is the only way to adequately protect PING's protectable business interests. In the event any reviewing court finds a global restriction to be overbroad and unenforceable, then the Covenant shall be limited to competing activities in the United States, except that in the event any reviewing court finds this restriction to be overbroad and unenforceable, then the Covenant shall be limited to competing activities in Arizona and California.

(e) Nothing in this Covenant shall restrict Employee's right, after Employee's PING employment ends, to work for a PING competitor in a business unit or division under the following circumstances: (i) the

business unit or division is separate and distinct from any business unit that competes with PING; (ii) none of the products of the business unit or division compete in any manner with any of PING's products; (iii) Employee does not work in any manner with any business unit that competes with PING; and, (iv) Employee's supervisors and management are made fully aware of this restrictive covenant.

(f) Employee acknowledges and agrees that this covenant is reasonable in all respects given Employee's unique position at PING. Employee also acknowledges that this Covenant will not prevent Employee from gainful employment in Employee's area of expertise during the duration of the Covenant.

3. Restrictions Relating to Confidential Information.

Employee acknowledges and agrees that:

(a) All Confidential Information is, and shall be deemed, the property of PING. Employee shall use Employee's best efforts and diligence to protect and preserve the confidentiality of the Confidential Information. Employee shall not, directly or indirectly, use or disclose any Confidential Information except as may be required for the proper performance of Employee's duties as an employee for and on behalf of PING, and in accordance with PING's policies and procedures relating thereto.

(b) Employee will not copy, reproduce or otherwise duplicate, record, abstract or summarize any Confidential Information, or use any computers, equipment, tools or other property of PING, except as expressly permitted or required for the proper performance of Employee's duties for and on behalf of PING.

(c) Employee shall deliver promptly to PING, at the termination of Employee's employment or at any other time upon PING's request, all Confidential Information (including all copies thereof, regardless of the medium in which such information may be stored) and all computers, equipment, tools and other property of PING.

(d) Each of Employee's obligations in this section shall also apply to all confidential, trade secret and/or proprietary information learned or acquired by Employee during Employee's employment with PING from others with whom PING has or had a business relationship, and Employee's obligations under this section shall continue after Employee's employment with PING.

4. Assignment of Work Product.

(a) Ownership. Employee agrees to assign and hereby does assign to PING all of Employee's right, title, and interest (including, but not limited to, all patent, trademark, copyright, and trade secret rights) in, to, and under all Work Product (as defined above) in the United States and throughout the world. Employee further

acknowledges and agrees that all copyrightable Work Product prepared by Employee within the scope of Employee's employment with PING are and shall be "works made for hire" for the sole and exclusive benefit of PING. Employee hereby assigns and agrees to assign to PING any and all right, title and interest in, to and under any and all such Intellectual Property, in the United States and throughout the world. To the extent Employee makes any copyrightable works under this Agreement or in connection with his/her employment by PING, PING shall have the sole and exclusive right to register the copyright(s) in all such works in its name as the owner and author of such works and shall have the exclusive rights conveyed under 17 U.S.C. § 106 and 106A including, but not limited to, the right to make all uses of the works in which attribution or integrity rights may be implicated. Additionally, Employee hereby expressly and forever waives any and all rights that he/she may have arising under 17 U.S.C. § 106A, and any rights arising under any federal or state laws, or under the laws of any foreign countries, that conveys rights which are similar in nature to those conveyed under 17 U.S.C. § 106A, or any other type of moral right or *droit moral*.

(b) Disclosure and Further Assistance. Employee shall promptly disclose to PING all Work Product. All such Work Product is and shall forthwith become the property of PING, whether or not patentable or copyrightable. Employee shall provide reasonable assistance to PING and its attorneys in connection with the preparation and prosecution of any patent and/or copyright applications for any Work Product and shall execute promptly upon request any documents or instruments deemed necessary or proper by PING in order to formally convey and transfer to PING full ownership and title to such Work Product, or to confirm PING's sole ownership therein, and to enable PING to obtain and enforce U.S. and foreign Letters Patent, Trademarks and Copyrights thereon. Employee will perform Employee's obligations under this Section 4 without further compensation, except for reimbursement of reasonable out-of-pocket expenses incurred at the request of PING. Employee's obligations to disclose Work Product, to provide reasonable assistance to PING, and to execute reasonably necessary documents, as provided under this Section 4, shall continue after Employee's employment with PING.

(c) Original Development. Employee further represents and warrants that all work that Employee performs for or has performed for PING, and all Work Product that Employee produces, will not knowingly infringe upon or violate any patent, copyright, trade secret, or other property right of any of Employee's former employers or of any other third party. Employee will not disclose to PING, or use in any Work Product, any confidential, proprietary or other pre-existing

information belonging to Employee or others, unless both the owner thereof and PING have consented in writing.

5. Rights to Photographs, Videos, Recordings and Electronic Images. Employee agrees that PING may, and is entitled to make, use, publish and/or copyright photographs, videos, audio and other recordings and electronic images of Employee, and/or PING's property, which are made during Employee's employment with PING (and/or any derivative works made thereafter), and that PING shall have all of Employee's rights, title and interest (if any) in, to, and under any such photographs, videos, audio and other recordings, electronic images, negatives and/or transparencies including, but not limited to, privacy, copyright, moral right, and rights to publicity. PING may use such photographs, videos, audio and other recordings, electronic images, negatives, transparencies, or the like, without additional consideration, for any advertising, publishing or other legitimate business purposes on behalf of PING during and/or subsequent to Employee's employment by PING.

6. Company's Right to Injunctive Relief. In the event of a breach or threatened breach of any of Employee's duties or obligations under the terms or provisions of Sections 2, 3, or 4 hereof, PING shall be entitled, in addition to any other legal or equitable remedies it may have in connection therewith (including any right to damages that it may suffer), to temporary, preliminary and permanent injunctive relief restraining such breach or threatened breach. Employee hereby expressly acknowledges that the harm which will result to PING as a result of any noncompliance by Employee with any of the provisions of Sections 2, 3, or 4 would be largely irreparable.

7. Assignment. This Agreement and/or the rights hereunder shall be freely assignable by PING. This Agreement shall also inure to the benefit of, and be binding upon, any other entity which shall succeed to PING's business. Except as otherwise specifically provided herein, neither this Agreement nor any rights hereunder shall be assigned by Employee, and any such attempted or purported assignment shall be null and void.

8. Duties; Employment at Will. Employee shall have such title and duties as may be assigned from time to time by PING. This Agreement shall apply to Employee regardless of the duties to which Employee is or may in the future be assigned. Employee acknowledges that Employee is an employee-at-will of PING, and nothing herein shall alter or affect such employee-at-will status.

9. Amendments/Complete Agreement. No modification or amendment of any of the provisions of this Agreement shall be effective unless made in writing and duly executed by all parties hereto. This agreement represents the complete understanding between

Employee and PING with respect to the terms, covenants and conditions contained herein.

10. Judicial Interpretation and Enforcement.

Whenever possible, each provision, or subpart thereof, of this Agreement shall be interpreted so as to be valid and enforceable under applicable law. In the event that any provision of this Agreement is adjudicated to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such adjudication shall not affect the validity or enforceability of such provision in any other jurisdiction.

11. No Waiver. No delay or failure of either party to exercise any right under this Agreement, and no partial or single exercise of any right, shall constitute a waiver of that or any other right unless expressly provided for in writing, and no such waiver shall operate or be construed as the waiver of the same or of another breach on a prior or subsequent occasion.

12. Notice to Others. Employee hereby agrees that PING may disclose this Agreement in whole or in part, or describe all or part of the contents hereof, to any person or entity, including without limitation one that employs or is otherwise engaged in a business relationship with, or is considering employing or engaging in a business relationship with, Employee.

13. Choice of Law and Forum. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona, without reference to the conflicts or choice of law principles thereof. Any litigation arising out of and/or relating to this Agreement shall be filed and pursued exclusively in the State or Federal courts located in Maricopa County, Arizona, and the parties hereto consent to the jurisdiction of and venue in such courts.

14. Third Party Beneficiary. PING's parent company, and each of PING's and the parent company's affiliates and subsidiaries is a third party beneficiary of this Agreement with respect to Confidential Information and Work product, and each entity has the full right and power to enforce rights, interests and obligations under this Agreement without limitation or other restriction.

BY SIGNING THIS AGREEMENT, EMPLOYEE IS HEREBY CERTIFYING THAT EMPLOYEE: (A) HAS RECEIVED A COPY OF THIS AGREEMENT FOR REVIEW AND STUDY BEFORE EXECUTING IT; (B) HAS READ THIS AGREEMENT CAREFULLY; (C) HAS HAD SUFFICIENT OPPORTUNITY BEFORE SIGNING THE AGREEMENT TO ASK ANY QUESTIONS EMPLOYEE HAS ABOUT THE AGREEMENT AND HAS RECEIVED SATISFACTORY ANSWERS TO ALL SUCH QUESTIONS; AND (D) UNDERSTANDS EMPLOYEE'S RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT.

EMPLOYEE



Name (Print):

Ryan Bruce

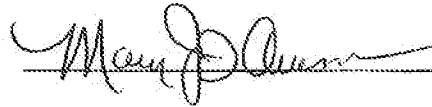
Address:

537 E. Willetta St, #3
PHX, AZ 85024

Date:

9/14/12

PING



Name (Print):

Mary Jo Aumer

Address:

220 W. Desert Cove Ave
Phoenix, AZ 85029

Date:

9/14/12

ASSIGNMENT

WHEREAS, Karsten Manufacturing Corporation an Arizona corporation, having a principal place of business located at 2201 W. Desert Cove, Phoenix, AZ 85029 (referred to herein as the "ASSIGNEE") is desirous of acquiring the Patent Application entitled SNAP FIT GOLF BAG ASSMEBLY, filed in the U.S. Patent and Trademark Office on August 22, 2018, and assigned Application No. 16/109,659 (the "PATENT APPLICATION");

AND WHEREAS, PING, INC., an Arizona corporation, having a principal place of business located at 2201 W. Desert Cove, Phoenix, AZ 85029 (referred to herein as the "ASSIGNOR") desires to transfer all its rights, title and interest in, to, and under the PATENT APPLICATION to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby irrevocably assign, transfer, set over, convey, and deliver to and will irrevocably assign, transfer, set over, convey, and deliver to ASSIGNEE, its successors and assigns, all of ASSIGNOR's right, title, and interest in, to, and under any and all subject matter disclosed and/or claimed in the PATENT APPLICATION; in, to, and under the PATENT APPLICATION and any and all utility, design, provisional, non-provisional, continuation, continuation-in-part, continued prosecution, request-for-continued-examination, and divisional applications thereof; in, to, and under, ASSIGNOR's exclusive right to make and prosecute any and all applications for patents, reissues, renewals, and extensions thereof; and in, to, and under any and all patents and Convention and Treaty rights of all kinds, in the United States of America and all other countries throughout the world, for all such subject matter; in, to, and under any and all know-how and/or confidential, proprietary, and/or trade secret information relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to sue for present, past, and future infringement or misappropriation relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to enforce any rights and file any causes of action, in law and/or equity, relating to any such subject matter, applications, patents, and/or technology; and in, to, and under the right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any such subject matter, applications, patents, and/or technology. The right, title, and interest is and shall be held and enjoyed by ASSIGNEE and its successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this assignment not been made. ASSIGNOR requests the applicable official having authority to issue patents and/or corresponding rights to issue same on the subject matter of said invention(s) to ASSIGNEE, its successors and assigns, and, if called upon by ASSIGNEE, its successors, assigns, or legal representatives, ASSIGNOR agrees to promptly execute, and/or to promptly obtain the execution of, any and all documents necessary to secure any and all such patents and/or rights and for issuance of same to ASSIGNEE, its successors and assigns.

