

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5851302

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALINA GRAEDENER	02/01/2019
LEO ROKEACH	02/01/2019
RECEIVING PARTY DATA	
Name:	ROBOGOLFPRO, LLC
Street Address:	17 N WABASH
Internal Address:	3RD FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60602
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11150274
CORRESPONDENCE DATA	
Fax Number:	
<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:	312-332-7710
Email:	mskdocket@advitamip.com
Correspondent Name:	MICHELE S. KATZ
Address Line 1:	150 S. WACKER DRIVE
Address Line 2:	SUITE 2400
Address Line 4:	CHICAGO, ILLINOIS 60606
NAME OF SUBMITTER:	MICHELE S. KATZ
SIGNATURE:	/Michele S. Katz/
DATE SIGNED:	12/05/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 61	
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No. F 183 of the Roll of Deeds of 2019

- one-sided deed -



Negotiated

at Berlin on 1 February 2019

Before me

Notary

Tobias Fuhrmann

Potsdamer Platz 9

10117 Berlin

appeared today:

1.

Mr Dr. Gregor Schmid

born on 30.06.1966

c/o TaylorWessing, Ebertstraße 15, 10117 Berlin

The person appearing no. 1 declared in advance that he was not acting on his own behalf but under the exclusion of any personal liability by virtue of power of attorney for and on behalf of

a)

RoboGolfPro, LLC,

Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle
Delaware 19801 / 17 N. Wabash, 3rd Floor, Chicago, IL 60602

company register of the State of Delaware under File No. 7199701

2.

Mr Dr. Leo Rokeach

born on 16.06.1948

Haynauer Str. 61-63, 12249 Berlin

3.

Mrs Dipl.-Ing. Alina Grädener nee Kulik

born on 23.11.1954

Savignyplatz 5, 10623 Berlin

The power of attorney was presented in text form. A Copy of the power of attorney is attached hereto as an Annex.

The Notary is empowered to obtain all necessary permits and certificates, to receive the same with effect for and against all parties, so that upon receipt thereof by the Notary they shall be deemed to have been received by and notified to the parties. The Notary shall inform the parties in text form in accordance with sec. 126b German Civil Code (BGB) immediately after receipt of all of such written approvals necessary and shall include a simple copy of such written approvals.

The persons appearing identified themselves by each presenting an official photo identity document.

The persons appearing requested that this agreement and its Annex the Patent Purchase and Assignment Agreement as defined below shall be recorded in the English language and stated that they have sufficient command of the English language. The Notary, who himself has sufficient command of the English language, verified that the persons appearing have, in fact, such sufficient command of the English language.

The Notary asked the persons appearing about a previous involvement of the Notary, as defined in Section 3 para. 1 sentence 1 no. 7 German Notarization Act (*Beurkundungsgesetz*). The persons appearing declared that there was no such previous involvement. The persons appearing confirm the receipt of the information regarding data processing by the notary.

The persons appearing – acting as mentioned above – requested the notarization of the attached

Patent Purchase and Assignment Agreement.

The parties as defined below hereby enter into the Patent Purchase and Assignment Agreement.

Any notarial costs in connection with the preparation, negotiation and execution of this deed shall be borne by Dipl.-Ing. Alina Grädener.

The notarial employees Petra Föllmer, Julia Galle, Barbara Hulha, Beate Mieth and Robert Syring, all with business address at the notary, as well as the notary himself are hereby – to the extent that this is legally permissible – authorized, each of them individually and with the right to delegate this power of attorney, to supplement and modify the declarations above. They are – to the extent that this is permissible – exempt from the restrictions imposed by Section 181 BGB. They are further exempt from any liability; this does not apply in case of intentional or grossly negligent conduct or in case of harm to human life, physical integrity or health. These powers of attorney may only be used before

respectively by the notary or a notary associated with him for the joint exercise of their profession.

The Notary advised the parties that

- the parties – regardless of the provisions in this notarial deed – are jointly and severally liable for the costs thereof; and
- he was not instructed to review the tax implications incurred by this deed and therefore a tax advice was not included; and
- All agreements have to be notarized correctly and above all completely and that agreements between the Parties that are not notarized can lead to the invalidity of the entire notarial deed; and
- he especially cannot judge definitely whether the foreign law companies involved are, respectively will be, properly represented. This also applies to the question of whether self-dealing and/or simultaneous representation of multiple parties are permitted under foreign law; and
- he may be obliged pursuant to Sec. 54 of the German Income-Tax Implementation Ordinance (*Einkommensteuer-Durchführungsverordnung, EStDV*) to submit one certified copy of this notarial deed to the tax authorities.

One certified copy of this Agreement shall be provided to:

- each Party;

Pdf copies shall be provided to (unless a certified copy is expressly requested)

- TaylorWessing, Attn. Dr. Gregor Schmid, Ebertstraße 15
10117 Berlin, mail: g.schmid@taylorwessing.com

This Patent Purchase and Assignment Agreement refers to the Other Purchase Agreement as defined below, notarized today (Deed Roll No. F 182/2019 of the acting Notary; the "**Reference Deed** "). The Parties involved make reference to the Reference Deed, the content of which is known to the person appearing and original of which was present during this recording. The parties involved waive their right having the Reference Deed read out aloud and having the whole Reference Deed affixed to this deed. With Notarization of the Reference Deed the condition precedent as mentioned below in clause 11 has occurred.

The reading out aloud of Annexes that must not be read out aloud in accordance with Sec. 14 BeurkG was waived by the person appearing; after having been advised by the notary. The Annexes due to Sec. 14 BeurkG were shown to the persons appearing approved by them and signed on every single page.

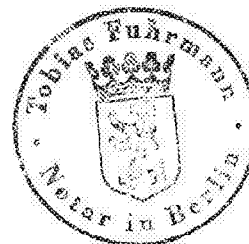
The written record of the notarisation including its Annex the Patent Purchase and Assignment Agreement and the Annexes to the Patent Purchase and Assignment Agreement – if not mentioned otherwise –, was read out aloud by the Notary and was submitted to the persons appearing for inspection, was approved by them, and signed personally by them and the Notary as follows:

A. Bräuer

Ul

Sammi

F. J. 2 NOTAR



POWER OF ATTORNEY

The company trading as RoboGolfPro, LLC, a company incorporated and existing under the laws of Delaware, registered with the Delaware Division of Corporations,

duly represented by its director with single power of representation

(the "Principal")

Scot Nei

appoints and authorises

Dr. Gregor Schmid, Randy Piper, Jan Felix Gabenschroer, Wiebke Reuter,
Nathalie Sigmund, Johanna Clausen, Dr. Christian Ahrendt

with their business address at Taylor Wessing Partnerschaftsgesellschaft mbB, Ebertstr. 15,
10117 Berlin, Germany

(the "Authorised Persons")

with the right for each of them to act individually,

to represent the Principal in connection with the conclusion of a software purchase and assignment agreement as well as a patent purchase and assignment agreement (together the "Agreements") regarding certain patents and software in connection with TopSwing Robot, an electronically controlled swing trainer robot used in connection with golf instruction. Each of the Authorised Persons is entitled to conclude the Agreements on behalf of the Principal substantially in the form as attached hereto as Exhibits.

The Principal agrees to ratify and confirm the conclusion of the Agreements by an Authorised Person and shall indemnify and hold harmless the Authorised Person from all liabilities incurred or threatened by reason of having acted in accordance with the terms of this Power of Attorney save in respect of any matter resulting from willful misconduct or gross negligence.

This Power of Attorney shall be subject to and construed in accordance with the laws of the Federal Republic of Germany.

Pebble Beach, California, January 31, 2019
(Ort, Datum / Place, Date)


(Unterschrift / Signature)

Scot Nei
Director, RoboGolfPro, LLC

Exhibits:

- Final draft software purchase and assignment agreement
- Final draft patent purchase and assignment agreement

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "ROBOGOLFPRO, LLC",
FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF JANUARY, A.D.
2019, AT 4:27 O`CLOCK P.M.*




Jeffrey W. Bullock, Secretary of State

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SR# 20190646354

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202181907
Date: 01-31-19

PATENT
REEL: 051214 FRAME: 0862

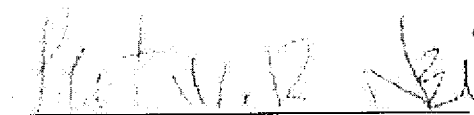
CERTIFICATE OF FORMATION

OF

ROBOGOLFPRO, LLC

1. The name of the limited liability company is ROBOGOLFPRO, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 31st day of January, 2019.


Scot Nei, Authorized Person

Dated

30/January/2019

SOFTWARE PURCHASE AND ASSIGNMENT AGREEMENT

TaylorWessing

SOFTWARE PURCHASE AND ASSIGNMENT AGREEMENT

Between

1. Sofea Software GmbH, a German limited liability company, with registered office at Savignyplatz 5, 1062 Berlin

- "Seller" -

and

2. RoboGolfPro, LLC, a Delaware limited liability company

- "Buyer" -

- Seller and Buyer also each referred to individually as a "Party", and jointly as the "Parties" -

Background

- (A) **WHEREAS**, the Seller owns certain software as set out in **Annex A** (the "**Software**") relating to the operation of the TopSwing Robot, an electronically controlled swing trainer robot used in connection with golf instruction (the "**Robot**");
- (B) **WHEREAS**, Dr. Leo Rokeach and Dipl.-Ing Alina Grädener are joint owners of the patent and patent applications as set out in that certain patent purchase and assignment agreement of even date (the "**Patent**");
- (C) **WHEREAS**, Buyer's affiliate Top Swing Americas, LLC, an Illinois limited liability company, with registered office at 17 N. Wabash, 3rd Floor, Chicago, IL 60602 ("**TSA**") and Seller, are parties to that certain exclusive distributorship agreement dated February 15, 2012 (the "**EDA**") for the distribution of the Robot which will be terminated concurrently with this Agreement;
- (D) **WHEREAS**, the Buyer is familiar with the Patent and the underlying invention, and has gathered knowledge about the Robot and the Software for a period of six years;
- (E) **WHEREAS**, the Software contains certain standard software components of Seller as listed in **Annex B** (the "**Standard Software Components**"), as well as certain open source software components as listed in **Annex C** (the "**Open Source Software Components**"); for clarity, to the extent this includes any software, it includes both the

executable code and the source code.

- (F) WHEREAS, the Seller desires to sell to Buyer, and Buyer desires to acquire from the Seller the Software, and Seller wishes to non-exclusively license to Buyer, and Purchaser wishes to license from Seller, the Standard Software Components, in consideration of the Purchase Price (as defined below) as set forth herein (the "Transaction").

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein, the Parties hereby agree as follows (the "Agreement"):

1. Purchase of Software

- 1.1 The Seller sells the Software to the Buyer, free and clear of all liens and encumbrances (*Pfandrechte und ähnliche Belastungen*). The Buyer hereby accepts the sale of the Software.
- 1.2 The Buyer shall pay to the Seller the Purchase Price pursuant to Section 4. Up until payment by Buyer and receipt of EUR 500.000,00 by Seller in accordance with Section 4, the Software shall remain the property of the Seller.

2. Assignment and grant of rights in the Software

- 2.1 Subject to payment by Buyer and receipt of EUR 500.000,00 by Seller in accordance with Section 4, the Seller assigns any and all rights in the Software owned by the Seller to the Buyer, and the Buyer accepts such assignment (excluding, for clarification, (i) the Standard Software Components, which shall be licensed on a non-exclusive basis as set out below, and (ii) the Open Source Software Components). This assignment shall include – with regard to jurisdictions that allow for a transfer of copyright – the copyright, and all other intellectual property rights vesting in the Software such as trade secret rights, including both the executable code and the source code. With regard to jurisdictions (such as Germany) that do not allow for a transfer of copyright, this assignment shall mean the assignment of the exclusive (including as to Seller), comprehensive, irrevocable rights of use (*Nutzungsrechte*) of the Software (including both the executable code and the source code) in any and all media, means of use and exploitation, unlimited in time and territory, with the right to transfer and sub-license. These rights of use shall include the right of publication, the right of reproduction (in all media of reproduction and data carriers in all technical forms), the right of distribution in any form, the right of communication to the public (including the right of making available to the public), for use in and via the internet, as well as the right to modify and further

develop and exploit same and any other rights associated with copyrights that can be licensed in jurisdictions that do not allow for a transfer of copyright.

2.2 With regard to the Standard Software Components, subject to full payment by Buyer and receipt of the purchase price by Seller in accordance with Section 4, the Seller shall grant (*einräumen*) to Buyer the non-exclusive, comprehensive, irrevocable rights of use of the Software (including both the executable code and the source code) in any and all media, means of use and exploitation, unlimited in time and territory, with the right to transfer and sub-license. These rights of use shall include the right of publication, the right of reproduction (in all media of reproduction and data carriers in all technical forms), the right of distribution in any form, the right of communication to the public (including the right of making available to the public), for use in and via the internet, as well as the right to modify and further develop and exploit same.

2.3 Within seven (7) days of the Signing Date (as defined below), Seller to deliver to Buyer a copy of the Software in source code format, a copy of the Software as currently installed on the computers operating the robots, and information on the dongle software which is standard software readily available for purchase on the market.

3. Further Obligations of the Parties

3.1 Subject to full payment by Buyer and receipt of the purchase price by Seller in accordance with Section 4, the Seller shall submit to the Buyer the documents relating to the Software as listed in **Annex 3.1** and transfer ownership in such documents to the Buyer.

3.2 Upon request by Buyer, the Seller agrees to execute and deliver such further instruments of sale, conveyance transfer, assignment and confirmation as Buyer reasonably requests in order to effect the transfer by Seller of the Software to the Buyer as contemplated hereunder. The Seller's obligations under this Section 3.2 may include execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a jurisdiction-by-jurisdiction and/or a country-by-country basis, provided that the reasonable and documented out-of-pocket costs in each case (if any) will be borne by the Buyer.

3.3 Seller further undertakes to provide assistance to the Buyer regarding the operation of the Software by way of answering questions as elected by Seller (e.g. via email or in telephone calls), at such time(s) as mutually agreed between the Parties, during a period of 1 (one) year following the date of full payment by Buyer and receipt of the purchase

price by Seller in accordance with Section 4. Such assistance shall be offered and charged by Seller in accordance with Seller's then current prices.

4. Purchase Price

4.1 The purchase price is EUR 500,000.00 (in words: five hundred thousand Euros) (the "Purchase Price"), and shall be payable as follows:

- (a) 500,000.00 Euros shall become payable and due ("*fällig*") within 14 days after both parties have signed this Agreement (the "**Signing Date**") into the following account (without any deductions and free of any bank charges):

Account holder:	Sofea Software GmbH
IBAN:	DE77 1008 0000 0926 3779 00
BIC:	DRESDEFF100
Bank address:	Commerzbank AG, Lützowplatz 4, 10785 Berlin

4.2 Seller shall deliver a bank guarantee reasonably agreeable to Buyer by a major German or European bank (including German *Commerzbank*) in an amount of EUR 25,000.00 (in words: twentyfive thousand Euros) within 14 days after both parties have signed this Agreement, which shall cover all warranty cases and covenants under this Agreement (*Gewährleistungsbürgschaft*). The bank guarantee shall be returned to the Seller 12 (twelve) months after the Signing Date.

4.3 Payment of the Purchase Price shall be made free of any deductions, withholdings or set-offs of any nature. If withholding tax accrues or any other deduction is required by law to be made by Buyer, it will pay to the Seller such additional amounts as are necessary to ensure receipt by the Seller of the full amount which the Seller would have received but for the deduction, i.e. the amount received by Seller must still reflect the full Purchase Price as defined herein. In the event of withholding taxes so deducted by Buyer, the Seller shall, upon Buyer's request, apply with the respective tax authorities for a refund of any sums so deducted and paid to the tax authorities by Buyer (or support Buyer in applying for such refund, as the case may be), and any refund paid out by the tax authorities shall be owned by and duly submitted to Buyer. For the avoidance of doubt, Seller shall be responsible for any taxes imposed on Seller in Germany.

5. Costs

- 5.1 Each Party shall bear its own costs including costs arising from the fees of its respective tax advisor, legal advisor and accountant.
- 5.2 The Buyer shall bear the costs relating to the transfer and assignment of the Software, such as for the registration in any applicable register(s).

6. Representations and Warranties

6.1 The Seller represents and warrants:

- (a) that it is the sole owner of the rights in the Software, except for the Standard Software Components and the Open Source Software Components and such rights (in particular moral rights) which cannot be owned by a company under German copyright law;
- (b) that it has all the necessary rights, title and interests to be able to enter into and perform all his or her obligations under this Agreement. There is no person or entity not a party nor signatory to this Agreement that is necessary in order to convey to Buyer the rights, title, and interests conveyed by the Seller hereunder, free and clear of all liens and encumbrances (*Pfandrechte und ähnliche Belastungen*);
- (c) that it has not transferred the rights in the Software to any third party or, except as set forth on **Annex 6.1.c**, granted any license to the Software, and is free to dispose of the Software as set out herein;
- (d) that other than the EDA, the Seller has not granted any distribution or resale rights to any person with respect to the Software;
- (e) that it has no positive knowledge of any rights of third parties being infringed by the Software;
- (f) that the Software was solely developed by (or on behalf of) the Seller, except for the Open Source Software Components; provided that Buyer understands and accepts:

- (i) that in order to change, amend, modify and/or further develop the Software, Buyer will need to acquire a license to the compiler software "Embarcadero @ C++ Builder" which is readily available on the market; and
 - (ii) that the Software connects to hardware interfaces which were developed by the supplier of the motors used for the Robot.
- (g) that it has not received any written communication from any third party that alleges any infringement, violation, or misappropriation by the Software of any third party rights;
- (h) that it has not used the Open Source Software Components in a manner that would (i) require the disclosure or distribution in source code form of the Software, (ii) require the licensing of the Software for the purpose of making derivative works, or (iii) impose any restriction on the consideration to be charged for the distribution of the Software;
- (i) that it has been and is in compliance with all licenses to the Standard Software Components and Open Source Software Components, and has the right to grant the license to the Standard Software Components set forth in this Agreement;
- (j) to the Seller's Best Knowledge (for the purposes hereof, any fact or circumstance shall be deemed to exist to the "**Seller's Best Knowledge**" if the Seller has positive knowledge of such fact or circumstance), the Software and the Patent (as set out in more detail and subject to the specifications in the patent purchase and assignment agreement mentioned above under Background (B)) constitute all of the rights (which, for the avoidance of doubt, shall not include any trademarks or similar rights in names and designations) of the Robot in Germany, France, the United Kingdom and the United States of America as currently owned to produce and commercialize the Robot by Seller and/or the Sellers (the latter being Dr. Leo Rokeach and Dipl.-Ing Alina Grädener under the terms of the patent purchase and assignment agreement); and
- (k) Annex 6.1.k. lists every Robot licensed, transferred, or sold, by Seller, by serial number.

6.2 In the event of warranty claims under Section 6.1, Buyer shall notify Seller in writing of the complaints without undue delay giving an exact description of the defect. Provided

that Seller, having received notification of the defect, has established that a defect actually exists, Seller shall have the right to elect how the defect shall be cured. Seller shall have the right to remedy any such defects within a reasonable period, including the right to provide a workaround or a new release of the affected software.

6.3 Except as expressly set out in Section 6.1:

- (a) any rights of warranty (*Gewährleistungsrechte*) or rescission (*Rücktritt*) shall be excluded; and
- (b) the Seller does not grant any representation or warranty, and does not assume any liability, relating to, without limitation, the technical usability, commercial exploitability of the Software, and any freedom of legal defects and material defects (*Freiheit von Rechts- und Sachmängeln*), including any legal or material defects of the Software, freedom of viruses, malware or other malicious code, nor for completeness of documentation beyond the Annexes to this Agreement.

6.4 Liability cap: Any claims based on a violation of Section 6.1 (a) through (k) shall be subject to and in no event exceed a maximum aggregate liability for all related claims (if any) of the Purchase Price.

7. Time limitations of claims

All claims of Buyer arising under or in connection with this Agreement shall be time-barred (*verjähren*) 12 (twelve) months after the Signing Date, provided, that if a court action is brought and served in accordance with applicable law relating to a claim for indemnification under Section 6 prior to the twelve month anniversary of the Signing Date, the representation and warranty that is the subject of such claim shall survive solely with respect to such claim only until such claim is finally resolved. Exempted herefrom are such claims of Buyer arising as a result of wilful deceit (*arglistige Täuschung*) by Seller or the Seller's own intentional behaviour (*Vorsatz*) which shall be time-barred in accordance with the applicable statutory provisions.

8. Non-Competition

Subject to the exceptions set forth herein and applicable law, each of Seller and Erik Grädener hereby covenants and agrees that for a period of 10 (ten) years following the date of full payment by Buyer and receipt by Seller of the purchase price in accordance with Section 4, each of Seller and Erik Grädener shall not directly or indirectly (including

through an affiliate or subsidiary within the meaning of Sec. 15 et seq. of the German Stock Corporation Act, successor or assign), without Buyer's prior written consent (which Buyer may withhold in its sole and absolute discretion) own, operate, lease, manage, or otherwise participate in the ownership, leasing, management, operation, or control of any business which designs, manufactures, markets, sells or leases an electronically controlled golf training device, including, without limitation, an electronically controlled swing trainer robot, or any item that is the same or substantially similar to the Robot, anywhere in the world. Buyer understands and accepts that [a] shareholder[s] of Sofea (directly or indirectly) lease or own and/or are professionally operating one of the (existing) Robots, and are or may be members of non-commercial entities or associations (by way of example, golf clubs) that lease or own and/or are professionally operating one of the (existing) Robots, which shall not be deemed a violation of this clause.

9. Notices

9.1 All notices required by this Agreement shall be in writing, and shall be addressed to the other Party as follows:

(a) If to Buyer:

RoboGolfPro, LLC
17 N. Wabash
3rd Floor
Chicago, IL 60602

with a copy to

Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Ave., Suite 2100
Chicago, IL 60661
Facsimile: 312.840.7900
Attention: Adam R. Jung & John J. Kobus, Jr.

(b) If to Seller:

Erik Grädener, Savignyplatz 5, 10623 Berlin

9.2 The above addresses may be changed by a notice delivered as set forth in this Section 9.

10. Applicable law; jurisdiction

10.1 This Agreement and all claims and rights arising out of or in connection with this Agreement including its interpretation shall be exclusively governed by German law and shall be construed and enforced in accordance with German law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.2 The courts of Berlin, Germany, shall have exclusive jurisdiction for all disputes out of or in connection with this Agreement including its interpretation, completion or implementation.

11. Condition precedent

This Agreement shall be subject to the condition precedent of the consent granted by the shareholders' meeting of the Seller (as required by way of analogy by Section 179a of the German Stock Corporation Act). The respective resolution of the shareholders' meeting shall be attached to this Agreement as **Annex 11**.

12. Cross-Default

The parties hereto acknowledge the Patent Purchase and Assignment Agreement (the "**Other Purchase Agreement**") entered into simultaneously with this Agreement and agree that the Other Purchase Agreement and this Agreement are intrinsically connected. Accordingly Seller hereby agrees that (1) any breach or default under the Other Agreement by "Sellers" (as defined in the Other Purchase Agreement) shall constitute a breach or default under this Agreement, and (2) a breach or default under this Agreement by Seller shall constitute a breach under the Other Agreement, in each case giving rise to Buyer's rights under this Agreement or the Other Purchase Agreement in accordance with the terms of this Agreement or the Other Agreement, as applicable; provided, for the avoidance of doubt, that any liability amounts (if any) shall only apply with regard to the respective Agreement, and the maximum liability agreed herein shall remain unaffected. Seller further agree that Seller shall be jointly and severally liable for any breach of the Other Purchase Agreement by Sellers.

13. Final provisions

13.1 Public Announcement. No Party shall release, publish, or otherwise make available to the public any information or announcement regarding the Transaction without the prior written consent of the other Party, except for information and filings reasonably necessary

to be directed to governmental agencies to fully and lawfully consummate the Transaction.

- 13.2 Confidentiality. Between the Signing Date and date of the assignment of the Software, the Buyer and the Seller will maintain in confidence, except for reasonably required disclosures to their respective representatives and advisors, and will cause their respective directors, officers, managers, employees, representatives and advisors to maintain in confidence, any confidential written, oral, or other information of the other Party in connection with this Agreement or the Transaction, unless (a) such information is already publicly known, or known to such Party received from others not bound by a duty of confidentiality; or (b) such information becomes publicly available through no fault of such Party; (c) the use of such information is necessary and appropriate in order to fulfil a Party's obligations under this Agreement; or (d) the furnishing or use of such information is required by or necessary or appropriate in connection with legal or administrative proceedings.
- 13.3 Headings in this Agreement shall be for convenience only and shall not affect the interpretation of the Agreement.
- 13.4 All the Annexes are part of this Agreement. The foregoing provisions constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement and shall supersede all previous written, oral and implied agreements, covenants and undertakings. No collateral agreements, written, oral or implied, have been made.
- 13.5 Valid amendments or supplements to this Agreement must be made in writing, unless notarisation is prescribed by law, and shall expressly refer to this Agreement. The same shall apply to any agreement to deviate from or cancel this requirement of written form.
- 13.6 Should any provision of this Agreement be or become ineffective, impracticable or unenforceable in whole or in part ("**Defective Provision**"), the effectiveness and the enforceability of the other provisions shall remain unaffected. Instead the Parties undertake to replace the Defective Provision with a provision which comes as close as legally possible to what the Parties would have agreed, pursuant to the meaning and purpose of this Agreement, if they had recognised the defectiveness of the provision. If the defectiveness of a provision is based on the determination of a certain level of performance or a certain time (deadline or fixed date), the provision is deemed to have been agreed with the level or time which comes as close as legally possible to the original level or time. The same shall apply for any possible omission in this Agreement. It is the express intention of the Parties that this savings clause does not just have the

effect of shifting the burden of proof but also that Section 139 German Civil Code is excluded. For the avoidance of doubt, Section 12 shall remain unaffected.

_____[place], _____[date]

Sofea Software GmbH
represented by: Alina Grädener
its: Managing Director

_____[place], _____[date]

RoboGolfPro, LLC
represented by Scot Nel
its Manager

List of Annexes

Annex A	Description of the Software
Annex B	Standard Software Components
Annex C	Open Source Software Components
Annex 3.1.b	List of Documents
Annex 6.1.c	List of Licenses Granted
Annex 6.1.k	List of Robots Licensed, Transferred, or Sold, by Sellers or Sofea Software GmbH, by Serial Number
Annex 11	Resolution of the Shareholder Meeting

Annex A

Description of Software

Description of the TopSwing Robot Software

The Software is written in C++ compiled developed with the "Embarcadero RAD Studio XE5 C++ Builder". Especially the Graphical User Interface (GUI) is dependent on this system.

The software is built around the core interface function "golf_RequestCommand" which is in the file "golf_Interface.cpp". All the communication between the GUI the file system and the hardware is organized within this interface.

Initialization:

At initialization the software reads the system path, the system initialization file name and basic definitions from a file named "golf_init.txt". This file must be in a path which is defined in the environment variable "SOFEA_HEXAPOD" i.e. the user or programmer must set up this environment before using the software. A lock file to prevent multiple calls to the software is also opened in this path. Branches to further initialization files are then set.

Hardware:

The current version of the Topswing golf robots have electric servo motors which are controlled with "Logosol Servo Controllers". The communication with these controllers is via an RS 485 interface. To enable an easy hardware switch to another manufacturer controller hardware, all the functions to communicate to the hardware are initialized with function pointers when the program is started.

Language:

All user text is translated from a language file. This enables the user to quickly change the user language by simply replacing a language file. The file "langu.cpp" contains all the language relevant functions. Currently only English and German text files exist. A new language can be introduced by simply translating the text in the language file to a new language.

Graphics:

The graphical representation and manipulation of the golf swings is either in 2D or 3D windows. The file "GolfOgl.cpp" contains the 3D and the file "Golf2DGraphics.cpp" the 2D Graphics functions. The 3D Graphics uses OpenGL system libraries and the 2D graphics libraries from "Embarcadero RAD Studio"

GolfSwings:

Golf swings can be stored into or restored from files with the extension ".swg". These files are not machine dependent and can be used on multiple TopSwing golf robots.

Robot Geometric Functions:

The golf swing club is fastened to a platform which is moved by a Hexapod Robot. The functions to calculate the servo motor positions are situated in the file "hexapod.cpp". The file "hexapod_move.cpp" contains the functions to move the robot to these positions

Annex B Standard Software Components

Software files which are used outside of the TopSwing software

file_vars.cpp

file_vars.h

langu.cpp

langu.h

myinterface.cpp

myinterface.h

mylist.cpp

mylist.h

mymath.cpp

mymath.h

myspline.cpp

myspline.h

MySpline2d.cpp

MySpline2d.h

mystring.cpp

mystring.h

unit_functions.cpp

unit_functions.h

Annex C
Open Source Software Components

DCN Software Development Kit for Windows available under <http://www.logosolinc.com/page/1-software.html#downloads> for interfacing to the servo controller (Logosol) which drives the servo motors.

The component will be loaded as dynamic link library = dll, if the program is loaded (under the name ldcnlib.dll.)

Annex 3.1
List of Documents

Annex 6.1.c

List of Licenses Granted

Annex 6.1.k

List of Robots Licensed, Transferred, or Sold, by Sellers or Sofea Software GmbH, by
Serial Number

- 1 DIGV
Deutsche Indoor Golf Marketing GmbH & Co KG
Industriestr. 2
55487 Sohren
- 2 1. Demo - Perth
Dynamic Golf - Glenn Zampatti
69 Barlee Street
Mt Lawley WA 6904
Australia
- 3 TopSwing Golfschule
Sacha Orlic
- 4 Canada (Toronto)
Swing Assist - Robert Harbauer
220 Industrial Parkway S. Unit 15
Aurora ON L4G 3V6
CANADA
- 5 Maschine in Genf
SP SHIPPING SA - Jean-Denis Scheibenstock
80, Rue de Lausanne
CH 1202 Geneva.
- 6 Maschine an
NV De Snepe - Leon Bekaert
Hoekestraat 25
B-8340 Oostkerke Damme

[Machines sold to Scot Nei// Tourbound Golf//RoboGolfPro are not listed]

Annex 11

Resolution of the Shareholder Meeting

Dated

30/January/2019

PATENT PURCHASE AND ASSIGNMENT AGREEMENT

TaylorWessing

PATENT PURCHASE AND ASSIGNMENT AGREEMENT

Between

1. Dr. Leo Rokeach, Haynauer Str. 61-63, D-12249 Berlin
2. Dipl.-Ing. Alina Grädener, Savignyplatz 5, 10623 Berlin

- Parties 1 and 2 together the "Sellers" -

and

3. RoboGolfPro, LLC, a Delaware limited liability company, represented by Scot Nel.

- "Buyer" -

- Sellers and Buyer also each referred to individually as a "Party", and jointly as the "Parties" -

Background

- (A) **WHEREAS**, the Sellers are joint owners of the following patent and patent applications as further described and set forth in **Annex A** (the "**Patent**");
- (B) **WHEREAS**, Buyer's affiliate Top Swing Americas, LLC, an Illinois limited liability company, with registered office at 17 N. Wabash, 3rd Floor, Chicago, IL 60602 ("**TSA**") and Sofea Software GmbH, a German limited liability company, with registered office at Savignyplatz 5, 10623 Berlin, are parties to that certain exclusive distributorship agreement dated February 15, 2012 (the "**EDA**") for the distribution of the Robot which will be terminated concurrently with this Agreement;
- (C) **WHEREAS**, the Buyer is familiar with the Patent and the underlying invention, and has gathered knowledge about the so-called TopSwing Robot, an electronically controlled swing trainer robot used in connection with golf instruction, which is based on the Patent (the "**Robot**"), as well as with the software used for operating the Robot (which is subject to a separate software purchase and assignment agreement of even date as set out in more detail in that software purchase and assignment agreement (the "**Software**")), for a period of six years;
- (D) **WHEREAS**, the Sellers desire to sell to Buyer, and Buyer desires to acquire from the

Sellers the Patent in consideration of the Purchase Price (as defined below) as set forth herein (the "Transaction").

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein, the Parties hereby agree as follows (the "Agreement"):

1. Purchase of Patent

- 1.1 The Sellers sell the Patent to the Buyer free and clear of all liens and encumbrances (*Pfandrechte und ähnliche Belastungen*). The Buyer hereby accepts the sale of the Patent.
- 1.2 The Buyer shall pay to the Sellers the purchase price pursuant to Section 4. Up until full payment by Buyer and receipt of the purchase price by Sellers in accordance with Section 4, the Patent shall remain the property of the Sellers.

2. Assignment of Patent

Subject to full payment by Buyer and receipt of the purchase price by Sellers in accordance with Section 4, the Sellers transfer and assign the Patent and any and all rights relating to the Patent owned by the Sellers to the Buyer, and the Buyer accepts such assignment.

3. Further Obligations of the Parties

- 3.1 Subject to full payment by Buyer and receipt of the purchase price by Sellers in accordance with Section 4:
- (a) the Sellers shall grant to the Buyer written consent to register the transfer of rights in the Patent to the Buyer with the patent register of the German Patent Office;
 - (b) the Sellers shall submit to the Buyer the documents relating to the Patent as listed in **Annex 3.1.b** and transfer ownership in such documents to the Buyer;
 - (c) Sellers agree to execute and deliver any such further instruments of sale, conveyance transfer, assignment and confirmation as Buyer reasonably requests in order to effect the transfer by Sellers of the Patent to the Buyer as contemplated hereunder. The Sellers' obligations under this Section 3.1(c) may include execution, acknowledgment and recordation of specific assignments,

oaths, declarations and other documents on a jurisdiction-by-jurisdiction and/or a country-by-country basis, provided that the reasonable and documented out-of-pocket costs in each case (if any) will be borne by the Buyer.

- (d) Sellers agree to provide assistance to the Buyer as may be reasonably requested by the Buyer at such time(s) as mutually agreed between the Parties, during a period of 1 (one) year following the date of full payment by Buyer and receipt of the purchase price by Seller in accordance with Section 4, subject to payment of reasonable and documented out-of-pocket costs, and reasonable charges to be charged by Sellers in accordance with Seller's then current prices.

4. Purchase Price; Bank Guarantee

- 4.1 The purchase price is EUR 500.000,00 (in words: five hundred thousand Euros) (the "Purchase Price"), and shall be payable as follows:

- (a) 500.000,00 Euros shall become due and payable ("fällig") within 14 days after both parties have signed this Agreement (the "Signing Date") into the following accounts (without any deductions and free of any bank charges), 50%/50% to each of the two bank accounts:

Account holder: Dr. Leo Rokeach
IBAN: DE92 1008 0000 0720 9617 00
BIC: DRESDEFF100
Bank address: Commerzbank AG, Friedrichstrasse 88, 10117 Berlin

Account holder: Dipl.-Ing Alina Grädener
IBAN: DE22 1005 0000 0720170338
BIC: BELADEBEXX
Bank adress: Berliner Sparkasse, Alexanderplatz 2, 10178 Berlin

- 4.2 Sellers shall deliver a bank guarantee reasonably agreeable to Buyer by a major German or European bank (including German *Commerzbank*) in an amount of EUR 25,000.00 (in words: twentyfive thousand Euros) within 14 days after both parties have signed this Agreement, which shall cover all warranty cases under this Agreement (*Gewährleistungsbürgschaft*). The bank guarantee shall be returned to the Sellers 12 (twelve) months after the Signing Date.

4.3 Payment of the Purchase Price shall be made free of any deductions, withholdings or set-offs of any nature. If withholding tax accrues or any other deduction is required by law to be made by Buyer, it will pay to the Sellers such additional amounts as are necessary to ensure receipt by the Sellers of the full amount which the Sellers would have received but for the deduction, i.e. the amount received by Sellers must still reflect the full Purchase Price as defined herein. In the event of withholding taxes so deducted by Buyer, the Sellers shall, upon Buyer's request, apply with the respective tax authorities for a refund of any sums so deducted and paid to the tax authorities by Buyer (or support Buyer in applying for such refund, as the case may be), and any refund paid out by the tax authorities shall be owned by and duly submitted to Buyer. For the avoidance of doubt, Seller shall be responsible for any taxes imposed on Seller in Germany.

5. Costs

5.1 Each Party shall bear its own costs including costs arising from the fees of its respective tax advisor, legal advisor and accountant.

5.2 The Buyer shall bear the costs relating to the transfer and assignment of the Patent, such as for the transcription of the Patent in the respective patent register(s).

6. Representations and Warranties

6.1 The Sellers represent and warrant:

(a) that they, collectively, are the exclusive owners of the Patent and no third party contributed to the development of the technology reflected in the Patent;

(b) that they have all the necessary rights, title and interests to be able to enter into and perform all their obligations under this Agreement. There is no person or entity not a party nor signatory to this Agreement that is necessary in order to convey to Buyer the rights, title, and interests conveyed by the Sellers hereunder, free and clear of all liens and encumbrances (*Pfandrechte und ähnliche Belastungen*);

(c) that they have not transferred the Patent to any third party, and are free to dispose of the Patent as set out herein;

(d) except as set forth on Annex 6.1.d, Sellers have not granted any license under the Patent;

- (e) that they have no positive knowledge of any rights of third parties being infringed by the Patent;
- (f) other than the EDA, the Sellers have not granted any distribution or resale rights to any person with respect to the Patent;
- (g) that it has not received any written communication from any third party that alleges any infringement, violation, or misappropriation by the Patent of any third party rights;
- (h) to the Sellers' Best Knowledge (for the purposes hereof, any fact or circumstance shall be deemed to exist to the "**Sellers' Best Knowledge**" if either or both of the Sellers has or have positive knowledge of such fact or circumstance), the Software (as set out in more detail and subject to the specifications in the software purchase and assignment agreement mentioned above under Background (C)) and the Patent constitute all of the rights (which, for the avoidance of doubt, shall not include any trademarks or similar rights in names and designations) of the Robot in Germany, France, the United Kingdom and the United States of America as currently owned to produce and commercialize the Robot by Sellers and /or Sofea Software GmbH; and
- (i) **Annex 6.1.i** lists every Robot licensed, transferred, or sold, by Sellers or Sofea Software GmbH, by serial number.

6.2 Except as expressly set out in Section 6.1:

- (a) any rights of warranty (*Gewährleistungsrechte*) or rescission (*Rücktritt*) shall be excluded; and
- (b) the Sellers do not grant any representation or warranty, and do not assume any liability, relating to, without limitation, the technical usability, commercial exploitability of the Patent, the Robot and any freedom of legal defects and material defects (*Freiheit von Rechts- und Sachmängeln*), including any legal or material defects of the Patent or of the invention, nor for completeness of documentation beyond the Annexes to this Agreement.

6.3 Liability cap: Any claims based on a violation of Section 6.1 (a) through (i) shall be subject to, and in no event exceed, a maximum aggregate liability for all related claims (if any) of the Purchase Price.

7. Time limitation of claims

All claims of Buyer arising under or in connection with this Agreement shall be time-barred (*verjähren*) 12 (twelve) months after the Signing Date, provided, that if a court action is brought and served in accordance with applicable law relating to a claim for indemnification under Section 6 prior to the twelve month anniversary of the Signing Date, the representation and warranty that is the subject of such claim shall survive solely with respect to such claim only until such claim is finally resolved. Exempted herefrom are such claims of Buyer arising as a result of wilful deceit (*arglistige Täuschung*) by Sellers or the Sellers' own intentional behaviour (*Vorsatz*) which shall be time-barred in accordance with the applicable statutory provisions.

8. Non-Competition

Subject to the exceptions set forth herein and applicable law, each of the Sellers hereby covenants and agrees that for a period of 10 (ten) years following the date of full payment by Buyer and receipt by Sellers of the purchase price in accordance with Section 4, each of the Sellers shall not directly or indirectly (including through an affiliate or subsidiary within the meaning of Sec. 15 et seq. of the German Stock Corporation Act, successor or assign), without Buyer's prior written consent (which Buyer may withhold in its sole and absolute discretion) own, operate, lease, manage, or otherwise participate in the ownership, leasing, management, operation, or control of any business which designs, manufactures, markets, sells or leases an electronically controlled golf training device, including, without limitation, an electronically controlled swing trainer robot, or any item that is the same or substantially similar to the Robot, anywhere in the world. Buyer understands and accepts that Sellers are or may be members of non-commercial entities or associations (by way of example, golf clubs) that lease or own and/or are professionally operating one of the (existing) Robots, which shall not be deemed a violation of this clause.

9. Notices

9.1 All notices required by this Agreement shall be in writing, and shall be addressed to the other Party as follows:

(a) If to Buyer:

RoboGolfPro, LLC
17 N. Wabash

3rd Floor
Chicago, IL 60602

with a copy to

Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Ave., Suite 2100
Chicago, IL 60661
Facsimile: 312.840.7900
Attention: Adam R. Jung & John J. Kobus, Jr.

(b) If to Sellers:

Erik Grädener, Savignyplatz 5, 10623 Berlin.

9.2 The above addresses may be changed by a notice delivered as set forth in this Section 9.

10. Applicable law; jurisdiction

10.1 This Agreement and all claims and rights arising out of or in connection with this Agreement including its interpretation shall be exclusively governed by German law and shall be construed and enforced in accordance with German law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.2 The courts of Berlin, Germany, shall have exclusive jurisdiction for all disputes out of or in connection with this Agreement including its interpretation, completion or implementation.

11. Related agreement; condition precedent

This Agreement shall be subject to the condition precedent of the conclusion of a software purchase and assignment agreement entered into between Sofea Software GmbH and the Buyer relating to certain software.

12. Cross-Default

The parties hereto acknowledge the Software Purchase and Assignment Agreement (the "Other Purchase Agreement") entered into simultaneously with this Agreement and agree that the Other Purchase Agreement and this Agreement are intrinsically connected. Accordingly Sellers hereby agrees that (1) any breach or default under the Other

Purchase Agreement by "Seller" (as defined in the Other Purchase Agreement) shall constitute a breach or default under this Agreement, and (2) a breach or default under this Agreement by Seller shall constitute a breach under the Other Agreement, in each case giving rise to Buyer's rights under this Agreement or the Other Purchase Agreement in accordance with the terms of this Agreement or the Other Agreement, as applicable; provided, for the avoidance of doubt, that any liability amounts (if any) shall only apply with regard to the respective Agreement, and the maximum liability agreed herein shall remain unaffected. Sellers further agree that Sellers shall be jointly and severally liable for any breach of the Other Purchase Agreement by Seller.

13. Final provisions

- 13.1 Public Announcement. No Party shall release, publish, or otherwise make available to the public any information or announcement regarding the Transaction without the prior written consent of the other Party, except for information and filings reasonably necessary to be directed to governmental agencies to fully and lawfully consummate the Transaction.
- 13.2 Confidentiality. Between the Signing Date and date of the assignment of the Patent, the Buyer and the Sellers will maintain in confidence, except for reasonably required disclosures to their respective representatives and advisors, and will cause their respective directors, officers, managers, employees, representatives and advisors to maintain in confidence, any confidential written, oral, or other information of the other Party in connection with this Agreement or the Transaction, unless (a) such information is already publicly known, or known to such Party received from others not bound by a duty of confidentiality; or (b) such information becomes publicly available through no fault of such Party; (c) the use of such information is necessary and appropriate in order to fulfill a Party's obligations under this Agreement; or (d) the furnishing or use of such information is required by or necessary or appropriate in connection with legal or administrative proceedings.
- 13.3 Headings in this Agreement shall be for convenience only and shall not affect the interpretation of the Agreement.
- 13.4 All the Annexes are part of this Agreement. The foregoing provisions constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement and shall supersede all previous written, oral and implied agreements, covenants and undertakings. No collateral agreements, written, oral or implied, have been made.

- 13.5 Valid amendments or supplements to this Agreement must be made in writing, unless notarisation is prescribed by law, and shall expressly refer to this Agreement. The same shall apply to any agreement to deviate from or cancel this requirement of written form.
- 13.6 Should any provision of this Agreement be or become ineffective, impracticable or unenforceable in whole or in part ("**Defective Provision**"), the effectiveness and the enforceability of the other provisions shall remain unaffected. Instead the Parties undertake to replace the Defective Provision with a provision which comes as close as legally possible to what the Parties would have agreed, pursuant to the meaning and purpose of this Agreement, if they had recognised the defectiveness of the provision. If the defectiveness of a provision is based on the determination of a certain level of performance or a certain time (deadline or fixed date), the provision is deemed to have been agreed with the level or time which comes as close as legally possible to the original level or time. The same shall apply for any possible omission in this Agreement. It is the express intention of the Parties that this savings clause does not just have the effect of shifting the burden of proof but also that Section 139 German Civil Code is excluded. For the avoidance of doubt, Section 12 shall remain unaffected.

_____[place], _____[date]

Dr. Leo Rokeach

Dipl.-Ing. Alina Grädener

_____[place], _____[date]

RoboGolfPro, LLC
represented by Scot Nei
its Manager

List of Annexes

Annex A

List of Patent and Patent Applications

Annex 3.1.b

List of Documents

Annex 6.1.d

List of Licenses Granted

Annex 6.1.h

List of Robots Licensed, Transferred, or Sold, by
Sellers or Sofea Software GmbH, by Serial Number

Annex A

List of Patent Applications

Unter Zeichen (max 30 Zeichen)	Land	Kurzname in Akte	Sachwort (STW, YB3, TYP, ANK, NBRK)	Ans-Az -1-
P07.327.BIN		SOFIA SOFTWARE GMBH	Golfschwungtrainer	18 2004 048 364.7.15
P07.32701WGE8DE	DE	DR. LEO ROKACH, ALINA GRÄDENER	Golfschwungtrainer	05 792 682.6-1257
P07.32701WGE8FR	FR	Dr. Leo Rokach, ALINA GRÄDENER	Golfschwungtrainer	05 792 682.6-1257
P07.32701WGE8GB	GB	Dr. Leo Rokach, ALINA GRÄDENER	Golfschwungtrainer	05 792 682.6-1257
P07.50501US	US	Dr. Leo Rokach, ALINA GRÄDENER	Golfschwungtrainer	11/158,274

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Annex 3.1.b
List of Documents

Annex 6.1.d
List of Licenses Granted

Annex 6.1.i

List of Robots Licensed, Transferred, or Sold, by Sellers or Sofea Software GmbH, by
Serial Number

- 1 DIGV
Deutsche Indoor Golf Marketing GmbH & Co KG
Industriestr. 2
55487 Sohren
- 2 1. Demo - Perth
Dynamic Golf - Glenn Zampatti
69 Barlee Street
Mt Lawley WA 6904
Australia
- 3 TopSwing Golfschule
Sacha Orlic
- 4 Canada (Toronto)
Swing Assist - Robert Harbauer
220 Industrial Parkway S. Unit 15
Aurora ON L4G 3V6
CANADA
- 5 Maschine in Genf
SP SHIPPING SA - Jean-Denis Scheibenstock
80, Rue de Lausanne
CH 1202 Geneva.
- 6 Maschine an
NV De Snepe - Leon Bekaert
Hoekestraat 25
B-8340 Oostkerke Damme

[Machines sold to Scot Nei// Tourbound Golf/RoboGolfPro are not listed]

PATENT PURCHASE AND ASSIGNMENT AGREEMENT

PATENT PURCHASE AND ASSIGNMENT AGREEMENT

Between

1. Dr. Leo Rokeach, Haynauer Str. 61-63, D-12249 Berlin
2. Dipl.-Ing. Alina Grädener, Savignyplatz 5, 10623 Berlin

- Parties 1 and 2 together the "Sellers" -,

and

3. RoboGolfPro, LLC, a Delaware limited liability company, represented by Scot Nei.

- "Buyer" -.

- Sellers and Buyer also each referred to individually as a "Party", and jointly as the "Parties" -

Background

- (A) WHEREAS, the Sellers are joint owners of the following patent and patent applications as further described and set forth in **Annex A** (the "**Patent**");
- (B) WHEREAS, Buyer's affiliate Top Swing Americas, LLC, an Illinois limited liability company, with registered office at 17 N. Wabash, 3rd Floor, Chicago, IL 60602 ("**TSA**") and Sofea Software GmbH, a German limited liability company, with registered office at Savignyplatz 5, 10623 Berlin, are parties to that certain exclusive distributorship agreement dated February 15, 2012 (the "**EDA**") for the distribution of the Robot which will be terminated concurrently with this Agreement;
- (C) WHEREAS, the Buyer is familiar with the Patent and the underlying invention, and has gathered knowledge about the so-called TopSwing Robot, an electronically controlled swing trainer robot used in connection with golf instruction, which is based on the Patent (the "**Robot**"), as well as with the software used for operating the Robot (which is subject to a separate software purchase and assignment agreement of even date as set out in more detail in that software purchase and assignment agreement (the "**Software**")), for a period of six years;
- (D) WHEREAS, the Sellers desire to sell to Buyer, and Buyer desires to acquire from the

Sellers the Patent in consideration of the Purchase Price (as defined below) as set forth herein (the "Transaction").

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein, the Parties hereby agree as follows (the "Agreement"):

1. Purchase of Patent

1.1 The Sellers sell the Patent to the Buyer free and clear of all liens and encumbrances (*Pfandrechte und ähnliche Belastungen*). The Buyer hereby accepts the sale of the Patent.

1.2 The Buyer shall pay to the Sellers the purchase price pursuant to Section 4. Up until full payment by Buyer and receipt of the purchase price by Sellers in accordance with Section 4, the Patent shall remain the property of the Sellers.

2. Assignment of Patent

Subject to full payment by Buyer and receipt of the purchase price by Sellers in accordance with Section 4, the Sellers transfer and assign the Patent and any and all rights relating to the Patent owned by the Sellers to the Buyer, and the Buyer accepts such assignment.

3. Further Obligations of the Parties

3.1 Subject to full payment by Buyer and receipt of the purchase price by Sellers in accordance with Section 4:

- (a) the Sellers shall grant to the Buyer written consent to register the transfer of rights in the Patent to the Buyer with the patent register of the German Patent Office;
- (b) the Sellers shall submit to the Buyer the documents relating to the Patent as listed in Annex 3.1.b and transfer ownership in such documents to the Buyer;
- (c) Sellers agree to execute and deliver any such further instruments of sale, conveyance transfer, assignment and confirmation as Buyer reasonably requests in order to effect the transfer by Sellers of the Patent to the Buyer as contemplated hereunder. The Sellers' obligations under this Section 3.1(c) may include execution, acknowledgment and recordation of specific assignments,

oaths, declarations and other documents on a jurisdiction-by-jurisdiction and/or a country-by-country basis, provided that the reasonable and documented out-of-pocket costs in each case (if any) will be borne by the Buyer.

- (d) Sellers agree to provide assistance to the Buyer as may be reasonably requested by the Buyer at such time(s) as mutually agreed between the Parties, during a period of 1 (one) year following the date of full payment by Buyer and receipt of the purchase price by Seller in accordance with Section 4, subject to payment of reasonable and documented out-of-pocket costs, and reasonable charges to be charged by Sellers in accordance with Seller's then current prices.

4. Purchase Price; Bank Guarantee

- 4.1 The purchase price is EUR 500.000,00 (in words: five hundred thousand Euros) (the "Purchase Price"), and shall be payable as follows:

- (a) 500.000,00 Euros shall become due and payable ("fällig") within 14 days after both parties have signed this Agreement (the "**Signing Date**") into the following accounts (without any deductions and free of any bank charges), 50%/50% to each of the two bank accounts:

Account holder: Dr. Leo Rokeach
IBAN: DE92 1008 0000 0720 9617 00
BIC: DRESDEFF100
Bank address: Commerzbank AG, Friedrichstrasse 88, 10117 Berlin

Account holder: Dipl.-Ing Alina Grädener
IBAN: DE22 1005 0000 0720170338
BIC: BELADEBEXXX
Bank address: Berliner Sparkasse, Alexanderplatz 2, 10178 Berlin

- 4.2 Sellers shall deliver a bank guarantee reasonably agreeable to Buyer by a major German or European bank (including German *Commerzbank*) in an amount of EUR 25,000.00 (in words: twentyfive thousand Euros) within 14 days after both parties have signed this Agreement, which shall cover all warranty cases under this Agreement (*Gewährleistungsbürgschaft*). The bank guarantee shall be returned to the Sellers 12 (twelve) months after the Signing Date.

4.3 Payment of the Purchase Price shall be made free of any deductions, withholdings or set-offs of any nature. If withholding tax accrues or any other deduction is required by law to be made by Buyer, it will pay to the Sellers such additional amounts as are necessary to ensure receipt by the Sellers of the full amount which the Sellers would have received but for the deduction, i.e. the amount received by Sellers must still reflect the full Purchase Price as defined herein. In the event of withholding taxes so deducted by Buyer, the Sellers shall, upon Buyer's request, apply with the respective tax authorities for a refund of any sums so deducted and paid to the tax authorities by Buyer (or support Buyer in applying for such refund, as the case may be), and any refund paid out by the tax authorities shall be owned by and duly submitted to Buyer. For the avoidance of doubt, Seller shall be responsible for any taxes imposed on Seller in Germany.

5. Costs

5.1 Each Party shall bear its own costs including costs arising from the fees of its respective tax advisor, legal advisor and accountant.

5.2 The Buyer shall bear the costs relating to the transfer and assignment of the Patent, such as for the transcription of the Patent in the respective patent register(s).

6. Representations and Warranties

6.1 The Sellers represent and warrant:

- (a) that they, collectively, are the exclusive owners of the Patent and no third party contributed to the development of the technology reflected in the Patent;
- (b) that they have all the necessary rights, title and interests to be able to enter into and perform all their obligations under this Agreement. There is no person or entity not a party nor signatory to this Agreement that is necessary in order to convey to Buyer the rights, title, and interests conveyed by the Sellers hereunder, free and clear of all liens and encumbrances (*Pfandrechte und ähnliche Belastungen*);
- (c) that they have not transferred the Patent to any third party, and are free to dispose of the Patent as set out herein;
- (d) except as set forth on Annex 6.1.d, Sellers have not granted any license under the Patent;

- (e) that they have no positive knowledge of any rights of third parties being infringed by the Patent;
- (f) other than the EDA, the Sellers have not granted any distribution or resale rights to any person with respect to the Patent;
- (g) that it has not received any written communication from any third party that alleges any infringement, violation, or misappropriation by the Patent of any third party rights;
- (h) to the Sellers' Best Knowledge (for the purposes hereof, any fact or circumstance shall be deemed to exist to the "Sellers' Best Knowledge" if either or both of the Sellers has or have positive knowledge of such fact or circumstance), the Software (as set out in more detail and subject to the specifications in the software purchase and assignment agreement mentioned above under Background (C)) and the Patent constitute all of the rights (which, for the avoidance of doubt, shall not include any trademarks or similar rights in names and designations) of the Robot in Germany, France, the United Kingdom and the United States of America as currently owned to produce and commercialize the Robot by Sellers and /or Sofea Software GmbH; and
- (i) **Annex 6.1.i** lists every Robot licensed, transferred, or sold, by Sellers or Sofea Software GmbH, by serial number.

6.2 Except as expressly set out in Section 6.1:

- (a) any rights of warranty (*Gewährleistungsrechte*) or rescission (*Rücktritt*) shall be excluded; and
- (b) the Sellers do not grant any representation or warranty, and do not assume any liability, relating to, without limitation, the technical usability, commercial exploitability of the Patent, the Robot and any freedom of legal defects and material defects (*Freiheit von Rechts- und Sachmängeln*), including any legal or material defects of the Patent or of the invention, nor for completeness of documentation beyond the Annexes to this Agreement.

6.3 Liability cap: Any claims based on a violation of Section 6.1 (a) through (i) shall be subject to, and in no event exceed, a maximum aggregate liability for all related claims (if any) of the Purchase Price.

7. Time limitation of claims

All claims of Buyer arising under or in connection with this Agreement shall be time-barred (*verjähren*) 12 (twelve) months after the Signing Date, provided, that if a court action is brought and served in accordance with applicable law relating to a claim for indemnification under Section 6 prior to the twelve month anniversary of the Signing Date, the representation and warranty that is the subject of such claim shall survive solely with respect to such claim only until such claim is finally resolved. Exempted herefrom are such claims of Buyer arising as a result of wilful deceit (*arglistige Täuschung*) by Sellers or the Sellers' own intentional behaviour (*Vorsatz*) which shall be time-barred in accordance with the applicable statutory provisions.

8. Non-Competition

Subject to the exceptions set forth herein and applicable law, each of the Sellers hereby covenants and agrees that for a period of 10 (ten) years following the date of full payment by Buyer and receipt by Sellers of the purchase price in accordance with Section 4, each of the Sellers shall not directly or indirectly (including through an affiliate or subsidiary within the meaning of Sec. 15 et seq. of the German Stock Corporation Act, successor or assign), without Buyer's prior written consent (which Buyer may withhold in its sole and absolute discretion) own, operate, lease, manage, or otherwise participate in the ownership, leasing, management, operation, or control of any business which designs, manufactures, markets, sells or leases an electronically controlled golf training device, including, without limitation, an electronically controlled swing trainer robot, or any item that is the same or substantially similar to the Robot, anywhere in the world. Buyer understands and accepts that Sellers are or may be members of non-commercial entities or associations (by way of example, golf clubs) that lease or own and/or are professionally operating one of the (existing) Robots, which shall not be deemed a violation of this clause.

9. Notices

9.1 All notices required by this Agreement shall be in writing, and shall be addressed to the other Party as follows:

(a) If to Buyer:

RoboGolfPro, LLC
17 N. Wabash
3rd Floor
Chicago, IL 60602

with a copy to

Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Ave., Suite 2100
Chicago, IL 60661
Facsimile: 312.840.7900
Attention: Adam R. Jung & John J. Kobus, Jr.

(b) If to Sellers:

Erik Grädener, Savignyplatz 5, 10623 Berlin.

9.2 The above addresses may be changed by a notice delivered as set forth in this Section 9.

10. Applicable law; jurisdiction

10.1 This Agreement and all claims and rights arising out of or in connection with this Agreement including its interpretation shall be exclusively governed by German law and shall be construed and enforced in accordance with German law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.2 The courts of Berlin, Germany, shall have exclusive jurisdiction for all disputes out of or in connection with this Agreement including its interpretation, completion or implementation.

11. Related agreement; condition precedent

This Agreement shall be subject to the condition precedent of the conclusion of a software purchase and assignment agreement entered into between Sofea Software GmbH and the Buyer relating to certain software.

12. Cross-Default

The parties hereto acknowledge the Software Purchase and Assignment Agreement (the "Other Purchase Agreement") entered into simultaneously with this Agreement and

agree that the Other Purchase Agreement and this Agreement are intrinsically connected. Accordingly Sellers hereby agrees that (1) any breach or default under the Other Purchase Agreement by "Seller" (as defined in the Other Purchase Agreement) shall constitute a breach or default under this Agreement, and (2) a breach or default under this Agreement by Seller shall constitute a breach under the Other Agreement, in each case giving rise to Buyer's rights under this Agreement or the Other Purchase Agreement in accordance with the terms of this Agreement or the Other Agreement, as applicable; provided, for the avoidance of doubt, that any liability amounts (if any) shall only apply with regard to the respective Agreement, and the maximum liability agreed herein shall remain unaffected. Sellers further agree that Sellers shall be jointly and severally liable for any breach of the Other Purchase Agreement by Seller.

13. Final provisions

13.1 Public Announcement. No Party shall release, publish, or otherwise make available to the public any information or announcement regarding the Transaction without the prior written consent of the other Party, except for information and filings reasonably necessary to be directed to governmental agencies to fully and lawfully consummate the Transaction.

13.2 Confidentiality. Between the Signing Date and date of the assignment of the Patent, the Buyer and the Sellers will maintain in confidence, except for reasonably required disclosures to their respective representatives and advisors, and will cause their respective directors, officers, managers, employees, representatives and advisors to maintain in confidence, any confidential written, oral, or other information of the other Party in connection with this Agreement or the Transaction, unless (a) such information is already publicly known, or known to such Party received from others not bound by a duty of confidentiality; or (b) such information becomes publicly available through no fault of such Party; (c) the use of such information is necessary and appropriate in order to fulfil a Party's obligations under this Agreement; or (d) the furnishing or use of such information is required by or necessary or appropriate in connection with legal or administrative proceedings.

13.3 Headings in this Agreement shall be for convenience only and shall not affect the interpretation of the Agreement.

13.4 All the Annexes are part of this Agreement. The foregoing provisions constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement and

shall supersede all previous written, oral and implied agreements, covenants and undertakings. No collateral agreements, written, oral or implied, have been made.

- 13.5 Valid amendments or supplements to this Agreement must be made in writing, unless notarisation is prescribed by law, and shall expressly refer to this Agreement. The same shall apply to any agreement to deviate from or cancel this requirement of written form.
- 13.6 Should any provision of this Agreement be or become ineffective, impracticable or unenforceable in whole or in part ("**Defective Provision**"), the effectiveness and the enforceability of the other provisions shall remain unaffected. Instead the Parties undertake to replace the Defective Provision with a provision which comes as close as legally possible to what the Parties would have agreed, pursuant to the meaning and purpose of this Agreement, if they had recognised the defectiveness of the provision. If the defectiveness of a provision is based on the determination of a certain level of performance or a certain time (deadline or fixed date), the provision is deemed to have been agreed with the level or time which comes as close as legally possible to the original level or time. The same shall apply for any possible omission in this Agreement. It is the express intention of the Parties that this savings clause does not just have the effect of shifting the burden of proof but also that Section 139 German Civil Code is excluded. For the avoidance of doubt, Section 12 shall remain unaffected.

List of Annexes

Annex A	List of Patent and Patent Applications
Annex 3.1.b	List of Documents
Annex 6.1.d	List of Licenses Granted
Annex 6.1.h	List of Robots Licensed, Transferred, or Sold, by Sellers or Sofea Software GmbH, by Serial Number

Annex A

List of Patent Applications

Unser Zeichen (max 30 Zeichen)	Land	Erfindername in Akte	Erfindung (STW, TID, TI%, AM%, MP%)	Ansatz -1-
P07.327.SDE	DE	SCOPE SOFTWARE GMBH	Golfswingtrainer	10.2004.048.364.7-15
P07.32701WDEDE	DE	DR. LEO ROKEACH, ALINA GRÄDNER	Golfswingtrainer	05.792.602.6-1257
P07.32701WDEFR	FR	Dr. Leo Rokeach, ALINA GRÄDNER	Golfswingtrainer	05.792.602.6-1257
P07.32701WDEGE	GE	Dr. Leo Rokeach, ALINA GRÄDNER	Golfswingtrainer	05.792.602.6-1257
P07.50501US	US	Dr. Leo Rokeach, ALINA GRÄDNER	Golfswingtrainer	11/150.274

Annex 3.1.b
List of Documents

u.a.

Annex 6.1.d
List of Licenses Granted

u.a.

Annex 6.1.i

List of Robots Licensed, Transferred, or Sold, by Sellers or Sofea Software GmbH, by
Serial Number

- 1 DIGV
Deutsche Indoor Golf Marketing GmbH & Co KG
Industriestr. 2
55487 Sohren
- 2 1. Demo - Perth
Dynamic Golf - Glenn Zampatti
69 Barlee Street
Mt Lawley WA 6904
Australia
- 3 TopSwing Golfschule
Sacha Orlic
- 4 Canada (Toronto)
Swing Assist - Robert Harbauer
220 Industrial Parkway S. Unit 15
Aurora ON L4G 3V6
CANADA
- 5 Maschine in Genf
SP SHIPPING SA - Jean-Denis Scheibenstock
80, Rue de Lausanne
CH 1202 Geneva.
- 6 Maschine an
NV De Snepe - Leon Bekaert
Hoekestraat 25
B-8340 Oostkerke Damme

[Machines sold to Scot Nei// Tourbound Golf/RoboGolfPro are not listed]