

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6085636

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DR. THOMAS FALONE	07/01/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NEO-SYNC LLC
<b>Street Address:</b>	1000 NORTH EAGLE ROAD
<b>City:</b>	HAVERTOWN
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19083
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15979769
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)568-3439
<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>	
<b>Phone:</b>	215-568-3100
<b>Email:</b>	patents@bakerlaw.com
<b>Correspondent Name:</b>	BAKERHOSTETLER
<b>Address Line 1:</b>	2929 ARCH STREET
<b>Address Line 2:</b>	CIRA CENTRE, 12TH FLOOR
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19104
<b>ATTORNEY DOCKET NUMBER:</b>	101883.000006
<b>NAME OF SUBMITTER:</b>	MARIE A. CARDAMONE
<b>SIGNATURE:</b>	/Marie A. Cardamone/
<b>DATE SIGNED:</b>	04/30/2020
<b>Total Attachments: 33</b>	
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OPERATING AGREEMENT

OF

NEO-SYNC LLC

Dated as of the 1st day of July, 2013

THE LIMITED LIABILITY COMPANY MEMBER INTERESTS (“UNITS”) ISSUED UNDER THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR REGISTERED OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS, IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION AND QUALIFICATION PROVIDED IN THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND QUALIFICATION OR REGISTRATION UNDER THE APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED.

IN ADDITION, THE UNITS ISSUED UNDER THIS AGREEMENT MAY BE SOLD OR TRANSFERRED ONLY BY COMPLIANCE WITH THE RESTRICTIONS ON TRANSFER SET FORTH HEREIN.

OPERATING AGREEMENT

OF

NEO-SYNC LLC

THIS OPERATING AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of July, 2013 by and among Michael G. Mardinly, Sr., as the Manager and those persons and entities identified on Exhibit "A" attached hereto Dr. Thomas Falone, and Michael G. Mardinly, Sr. (sometimes referred to herein individually as a "Member" and collectively as "Members") who have executed a counterpart of this Agreement.

RECITALS

A. Neo-Sync LLC (the "Company"), a Pennsylvania limited liability company, was formed upon the filing of its Certificate of Organization with the Secretary of State of the Commonwealth of Pennsylvania on May 23, 2013.

B. The Manager and the Members desire to enter into this Operating Agreement for the purpose of governing the affairs of the Company and the rights and obligations of its Members.

C. Thomas Falone has been studying how to combine certain known materials in a unique fashion that creates additional utility as more fully described on Exhibit B and in that connection has made certain inventions, and/or discoveries and desires to contribute the intellectual property (as defined below - the Property) to the Company in exchange for an interest in the Company.

IN WITNESS WHEREOF, the parties hereto do hereby agree to the following terms and conditions:

ARTICLE I

DEFINITIONS

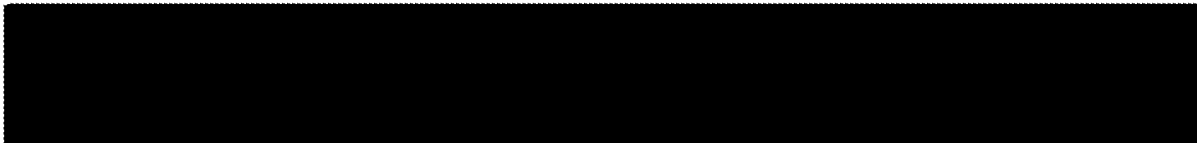
1.1 Definitions. As used in this Agreement, the following terms have the definitions as hereinafter indicated (unless otherwise specifically indicated):



"Agreement" means this Operating Agreement, as it may be amended or modified from time to time in accordance with Section 16 herein.



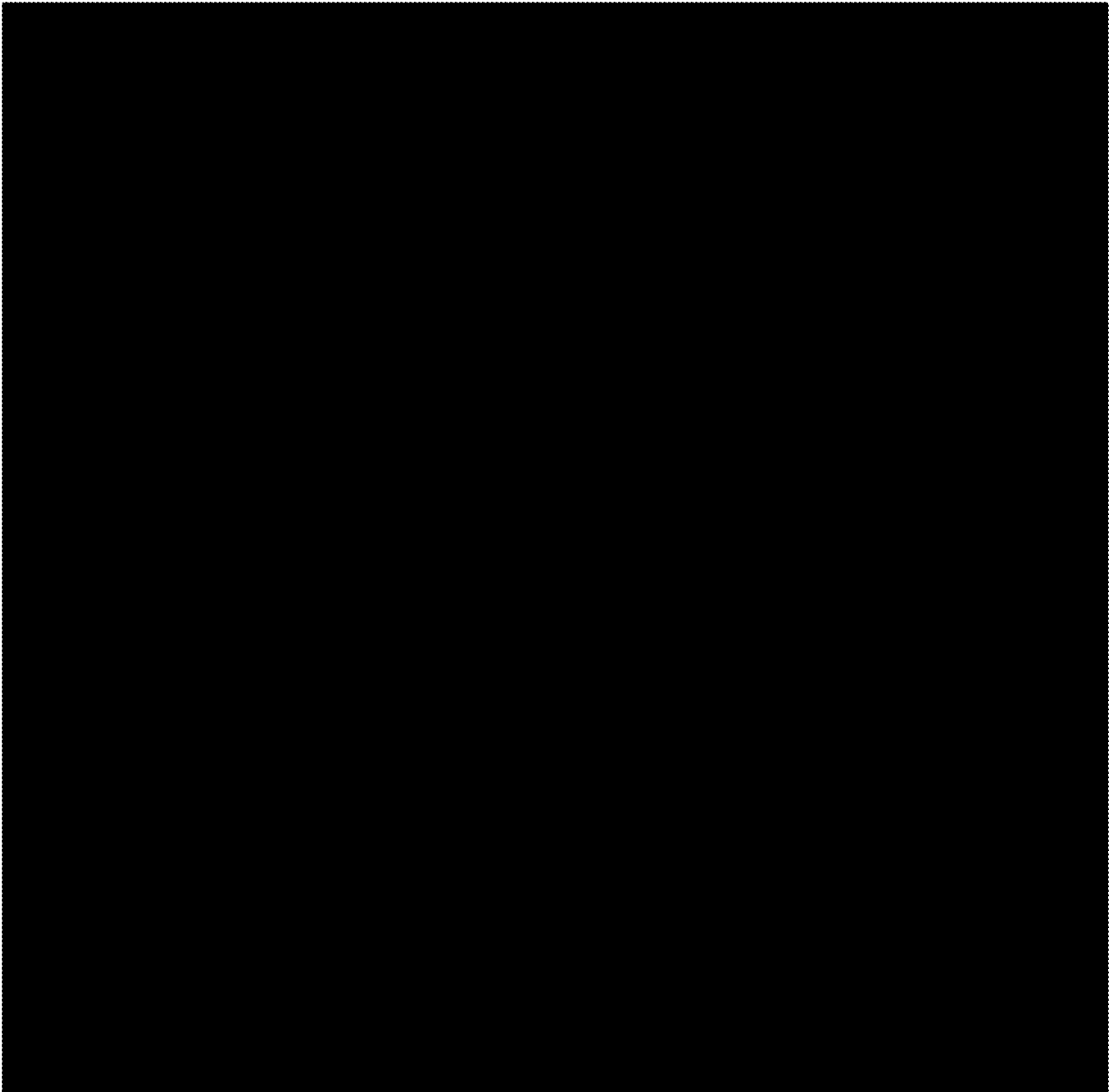
"Capital Contribution" means, with respect to any Member, the aggregate amount contributed by such Member to the capital of the Company pursuant to the terms of this Agreement.



"Company" means Neo-Sync LLC.

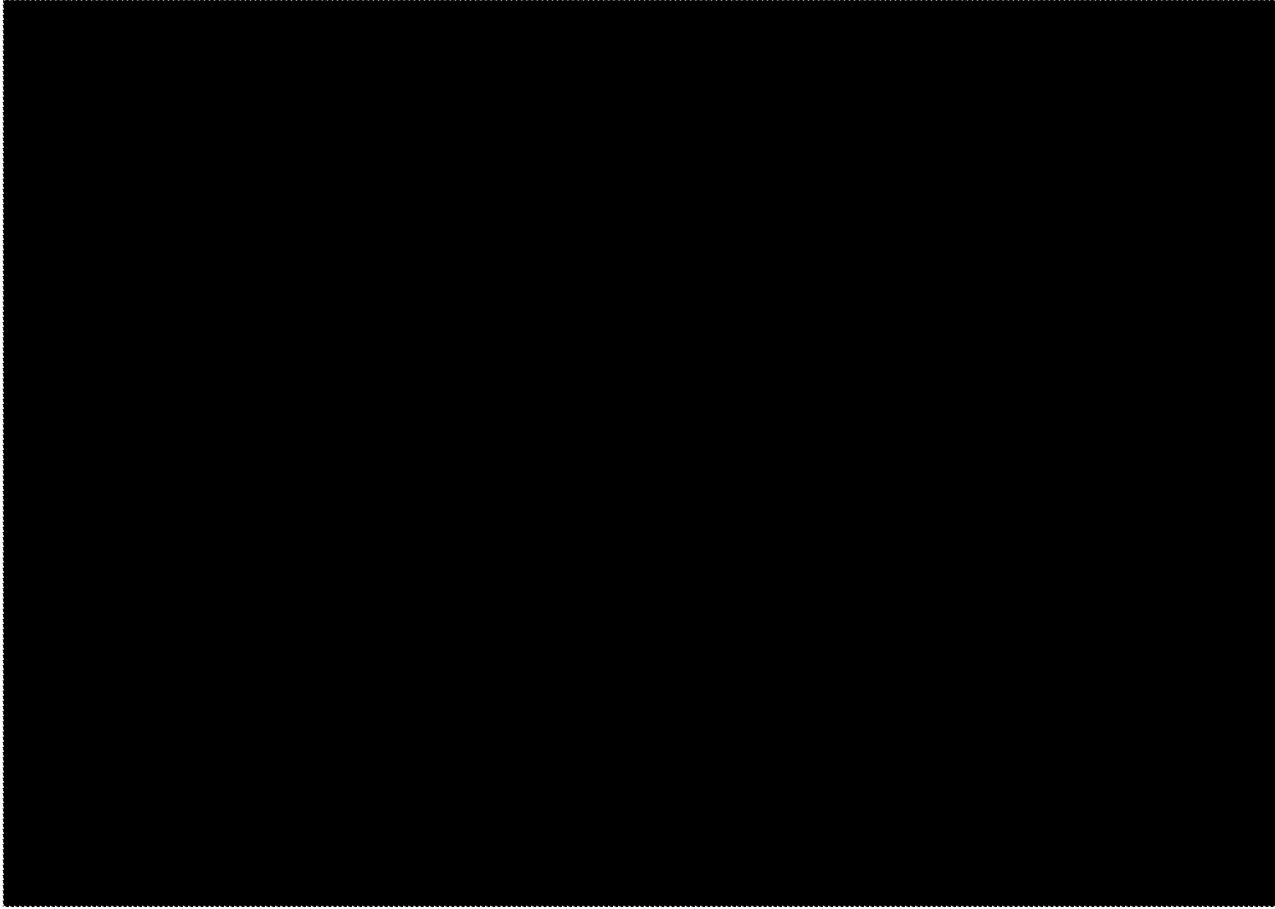



"Manager" means Michael G. Mardinly, Sr., and his successor appointed pursuant to Article 9 herein.





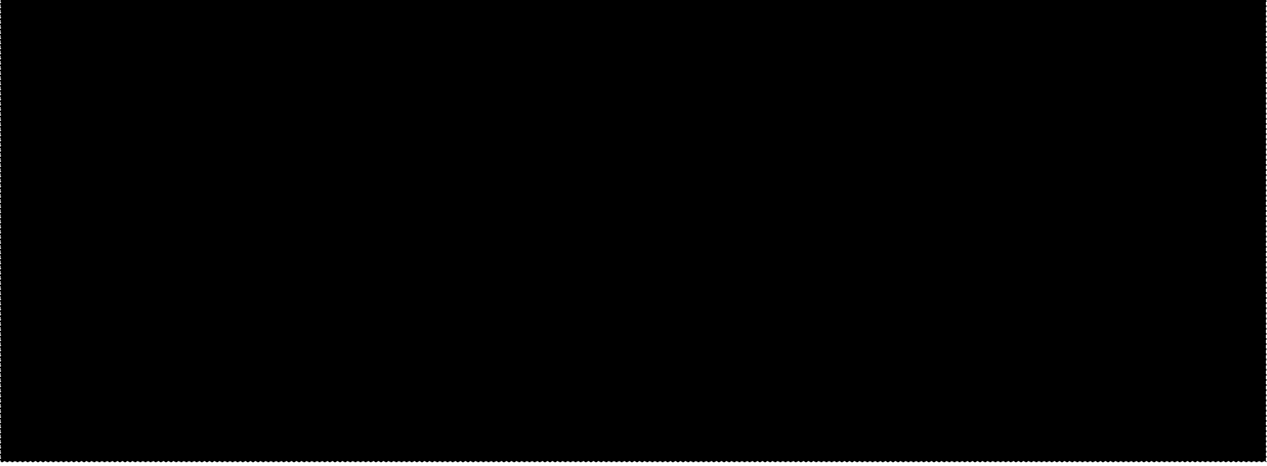
"Property" shall mean that certain intellectual property, to be acquired by the Company as part of the capital contribution of Dr. Thomas Falone ("Falone") consisting of all rights and interests, including without limitation know how, trade secrets, future patents and works to be derived from the Property as more fully set forth on Exhibit B which Falone agrees are hereby transferred to the Company in exchange for his interest in the Company.





“Unit” means one unit of ownership in the capital and profits of the Company, the amount of which are owned by the Members as of the date of this Agreement as set forth on Exhibit A hereto, together with the obligations of the Members to comply with all the terms and provisions of this Agreement and of the Company Act. Voting, approval, distribution and other participation rights shall at all times be based upon the Members’ Units (including times when the Capital Accounts of all Members are negative or zero), except as provided in this Agreement.

“Unit Ratio” shall mean the ratio, determined separately for each of the Members, equal to a fraction, the numerator of which is such Member’s total number of Units and the denominator of which is the total number of Units of all Members.



## ARTICLE 2

### ORGANIZATION OF COMPANY

2.1 Formation. The Company is hereby formed under the provisions of the Company Act. The rights and liabilities of the Members shall be as provided in the Company Act except as herein otherwise expressly provided.

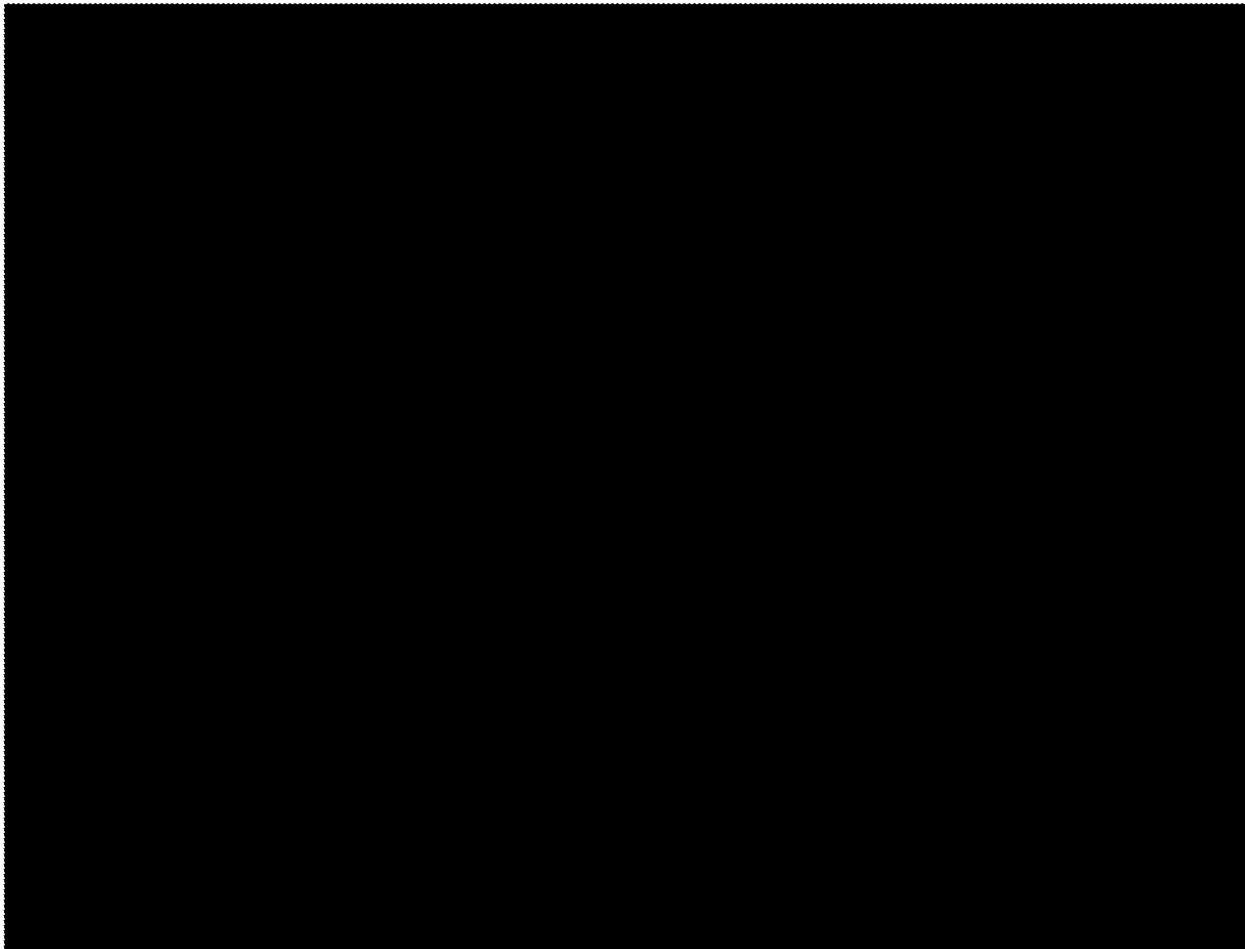


2.2 Name; Filing. The Company shall be called Neo-Sync LLC. All business of the Company shall be conducted under such name or such other name as the Manager deems necessary or appropriate to comply with the requirements of law in any jurisdiction in which the Company may elect to do business.

2.3 Principal Office. The principal office of the Company shall be c/o Michael G. Mardinly, Sr., 1000 N. Eagle Road, Havertown, PA 19083. The Company may change the location of its principal office to such other place or places as may be determined from time to time by the Manager. The Manager shall promptly notify the Members of any change in the Company's principal office. The Company may maintain other offices at other places if the Manager deems it advisable.

### ARTICLE 3

#### PURPOSE OF THE COMPANY AND INVESTMENT OBJECTIVES



ARTICLE 4

TERM

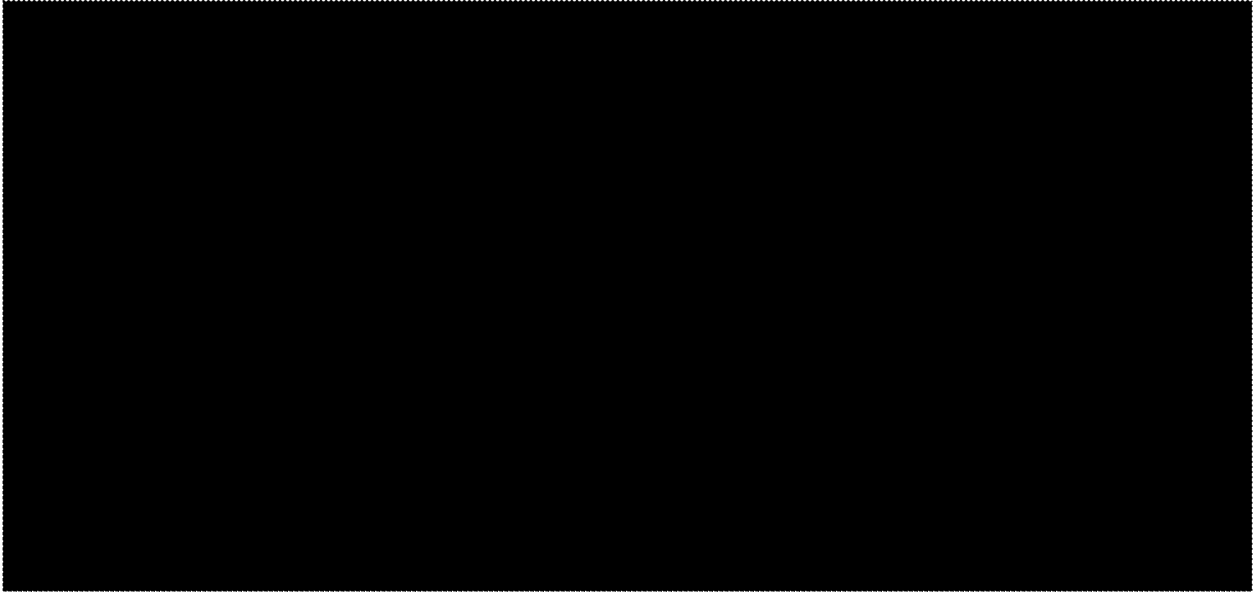


ARTICLE 5

CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

5.1 Members' Initial Capital Contributions. Each Member shall initially contribute the amount set forth on Exhibit A opposite its or its name to the capital of the Company. Except as otherwise provided in Section 5.3, the Members shall not be obligated to make contributions, advances or loan any monies to the Company, except to the extent required by the Company Act. The Manager shall not be liable to any Member for repayment of any Member's Capital Contribution, nor to make any additional Capital Contributions to the Company.

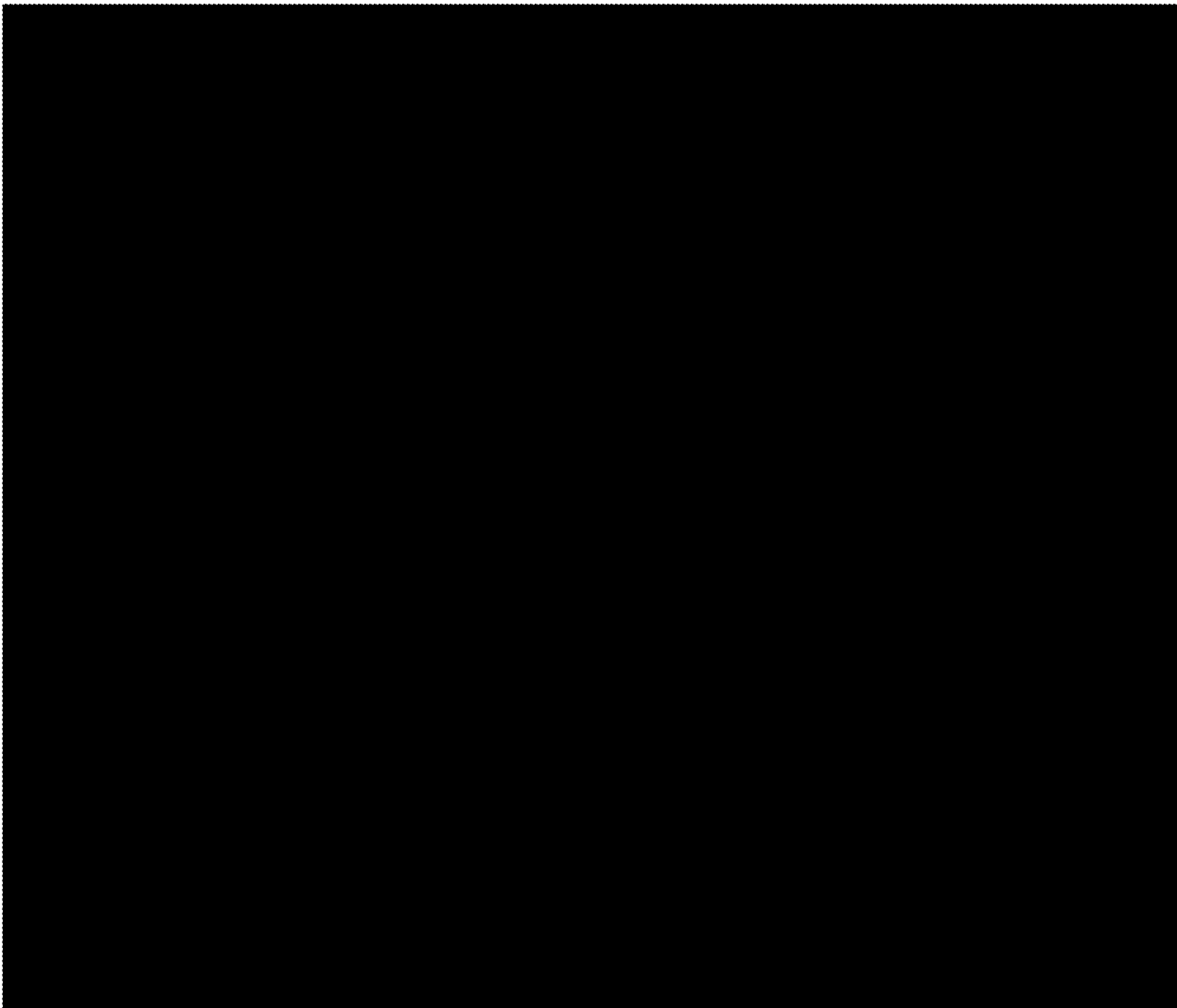
5.2 Unit Ratios. Each Member shall have an initial Unit Ratio in the Partnership set forth on Exhibit A opposite its name.





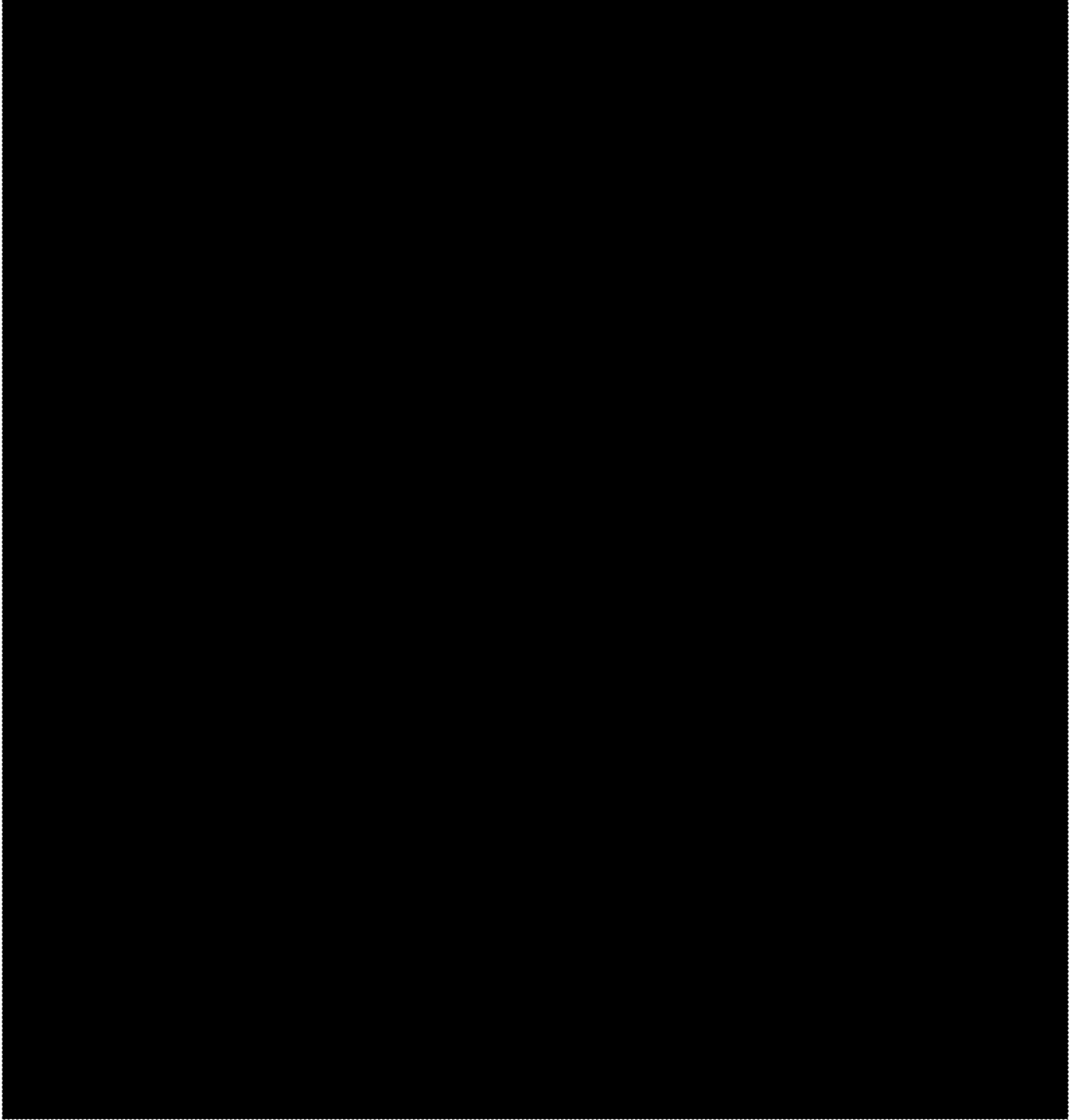
ARTICLE 6

DISTRIBUTIONS



ARTICLE 7

ALLOCATION OF INCOME AND LOSS AND OF GAIN  
AND LOSS ON DISPOSITION OF COMPANY ASSETS





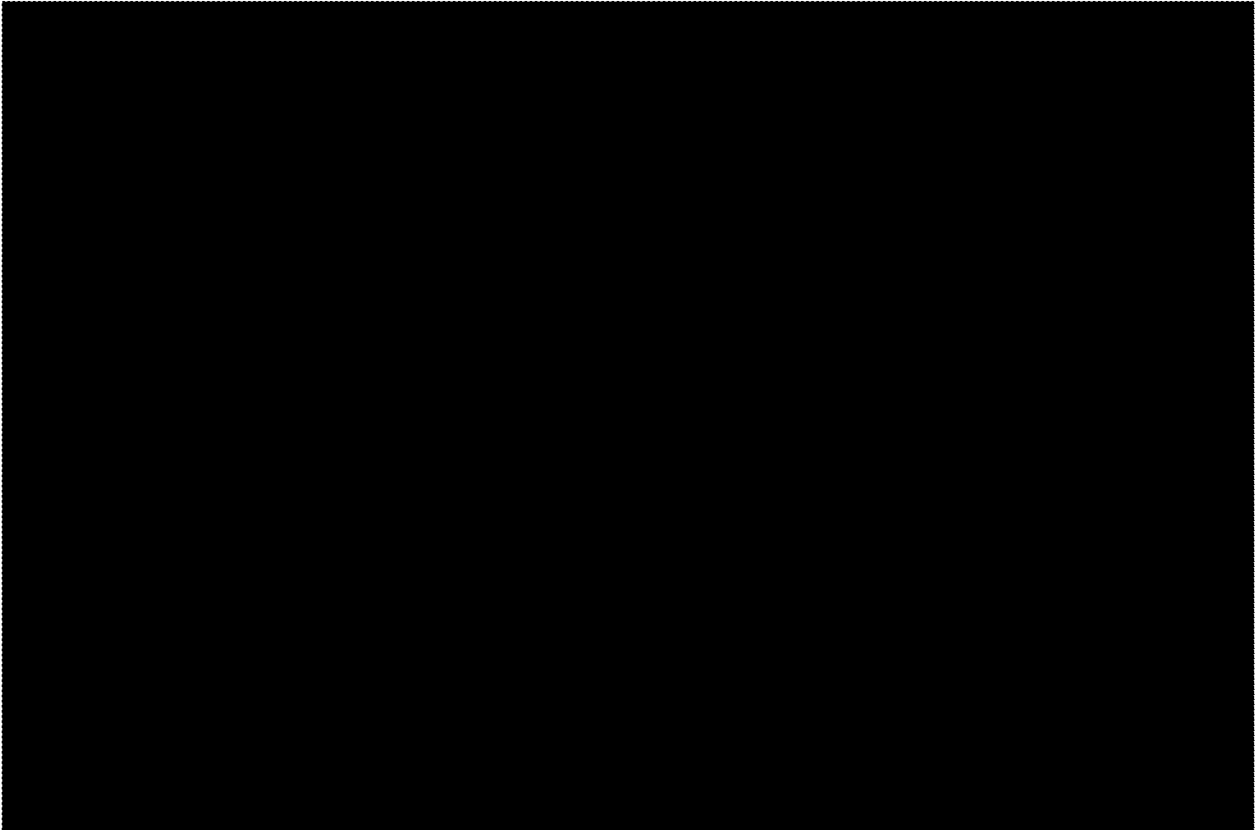
ARTICLE 8

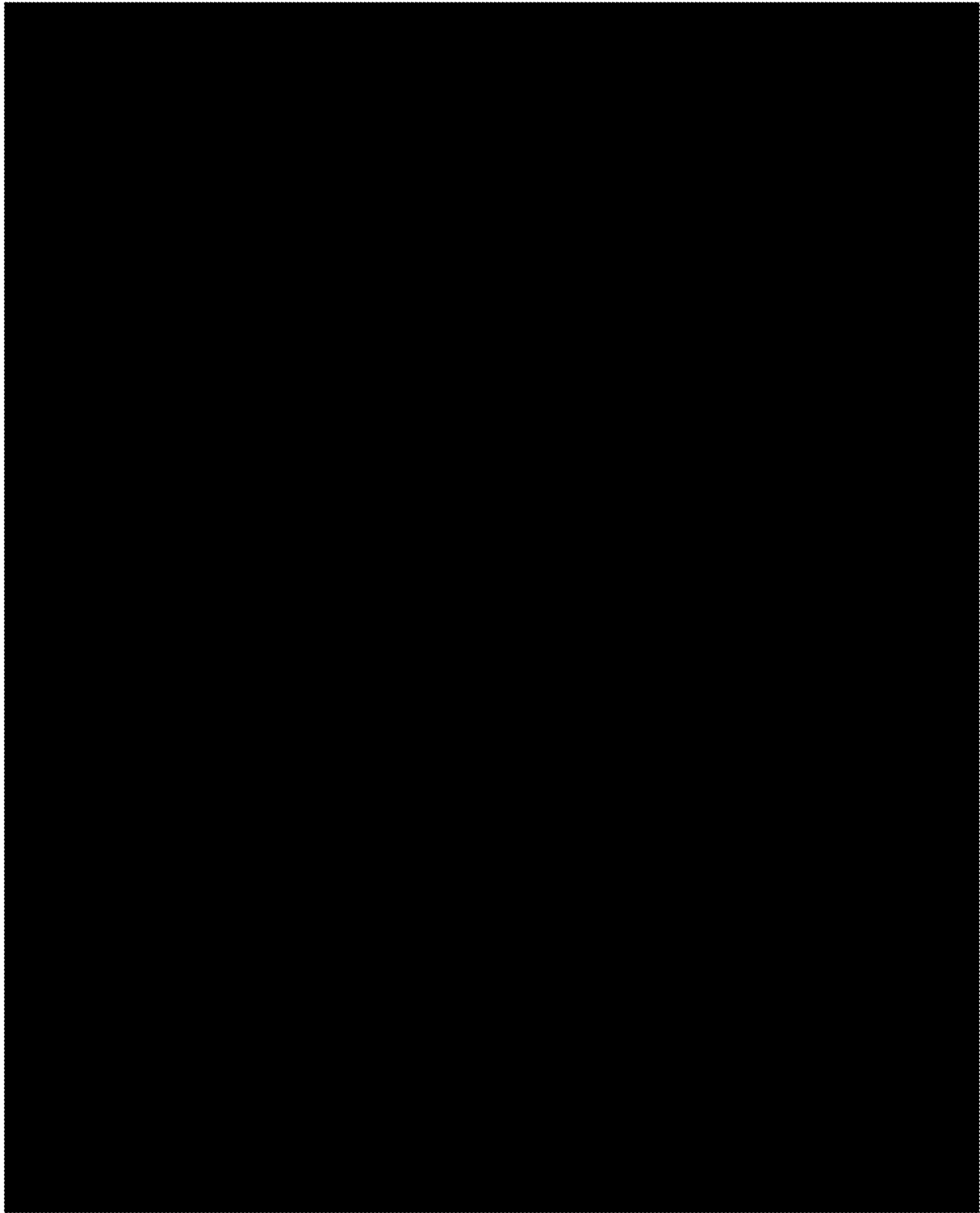
STATUS AND RIGHTS OF MEMBERS

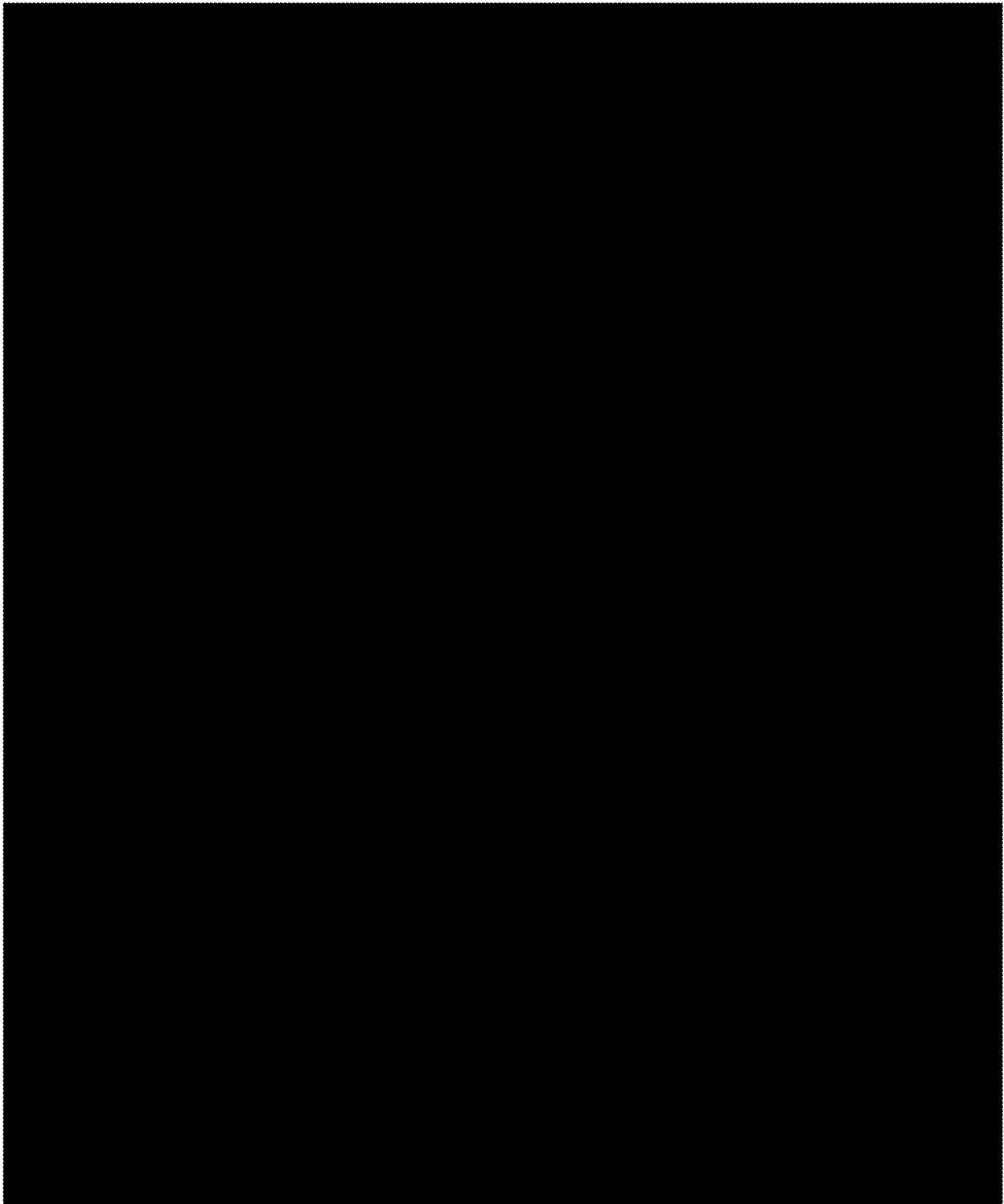


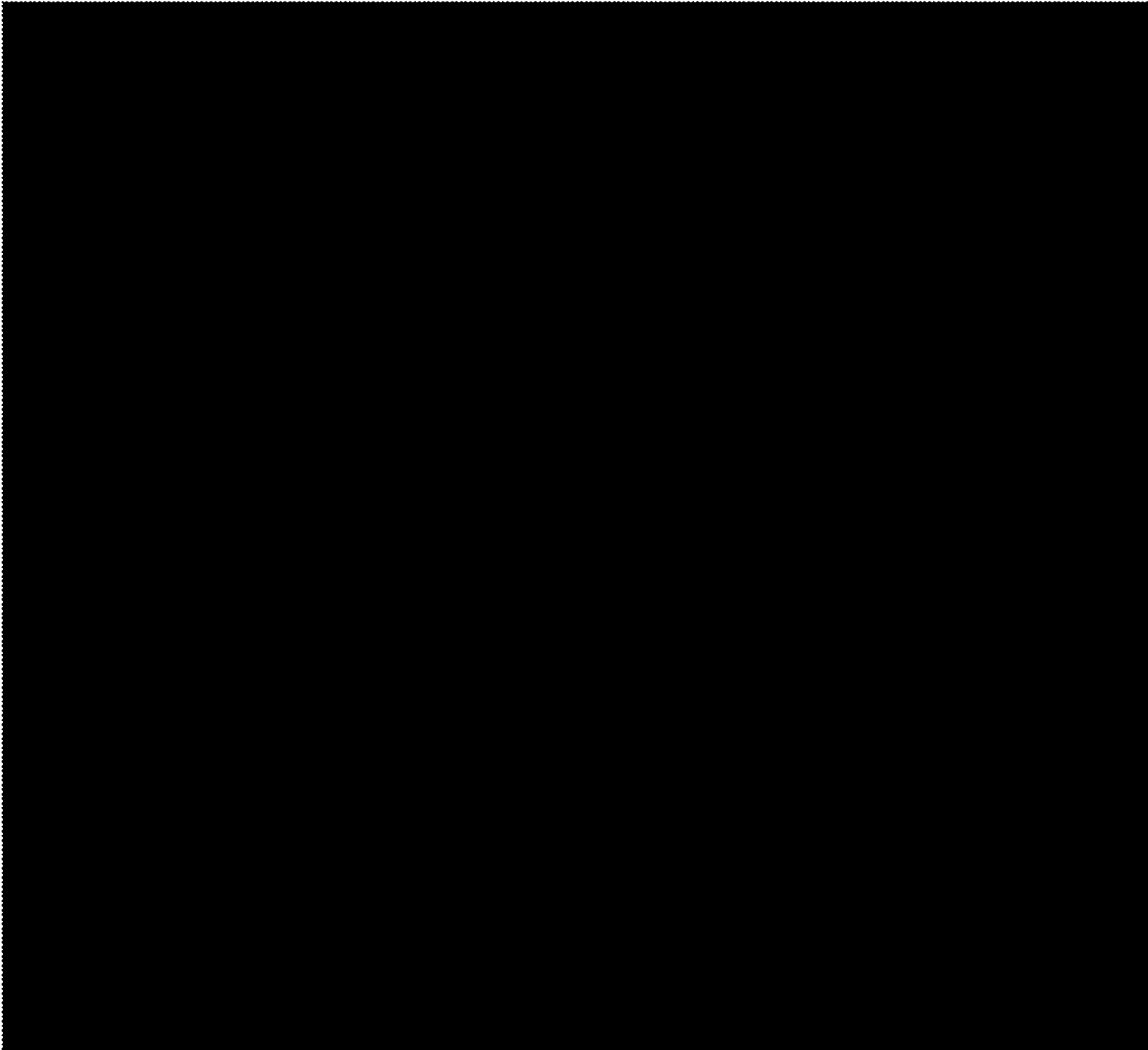
ARTICLE 9

POWERS, RIGHTS AND DUTIES OF THE MANAGER

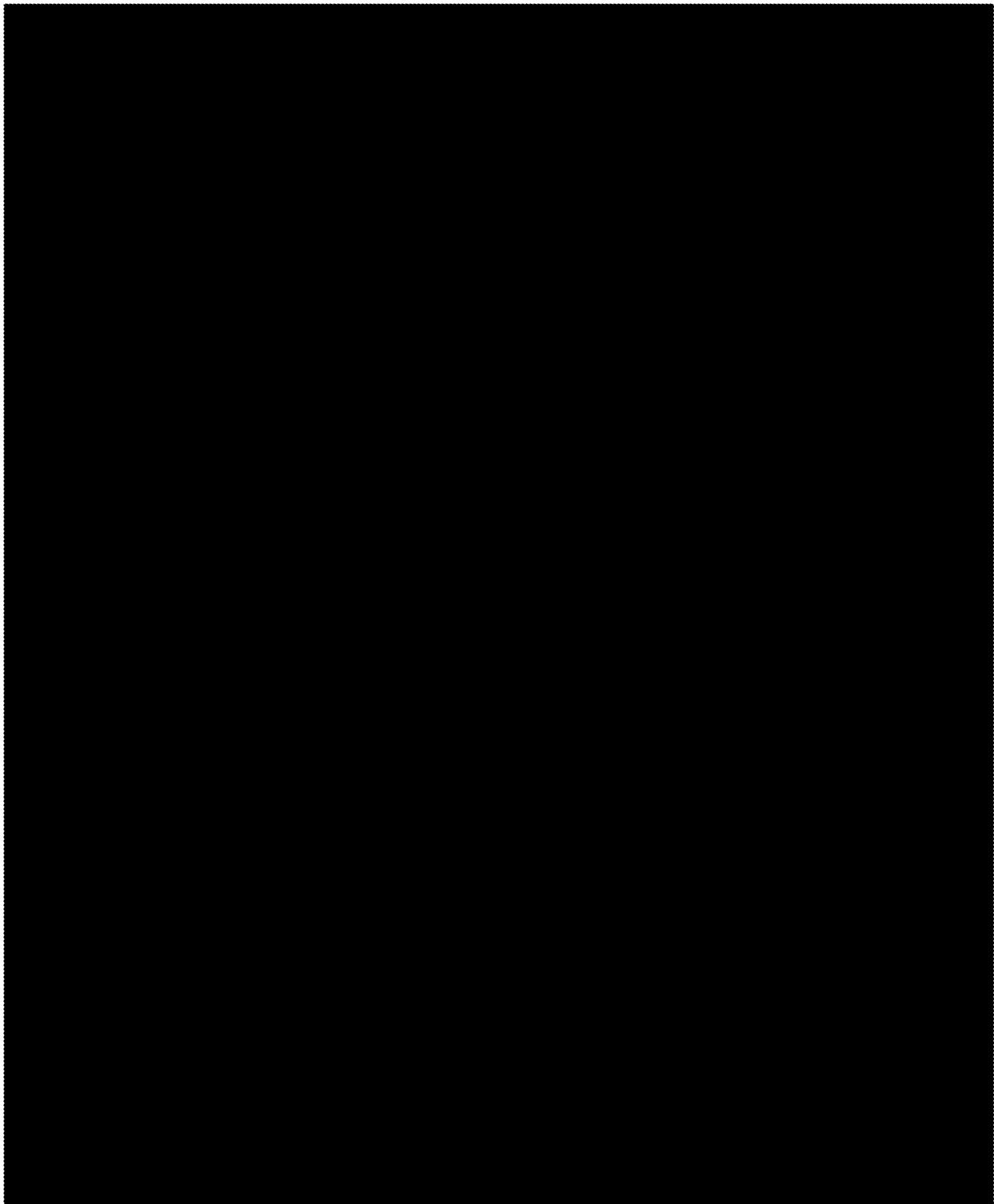


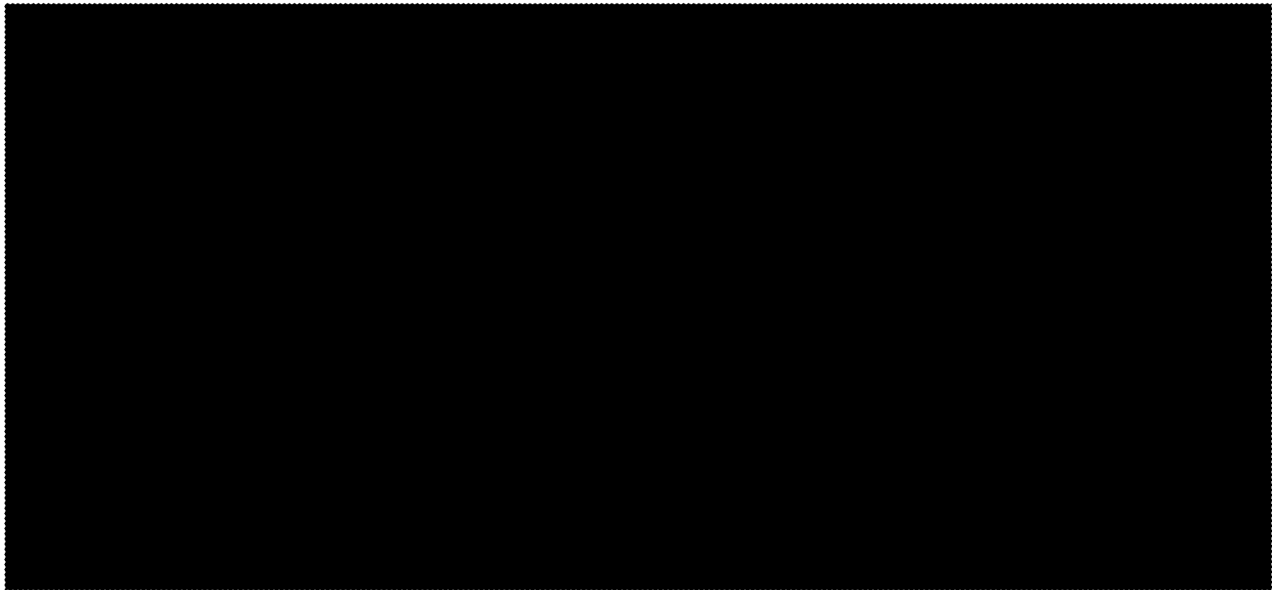






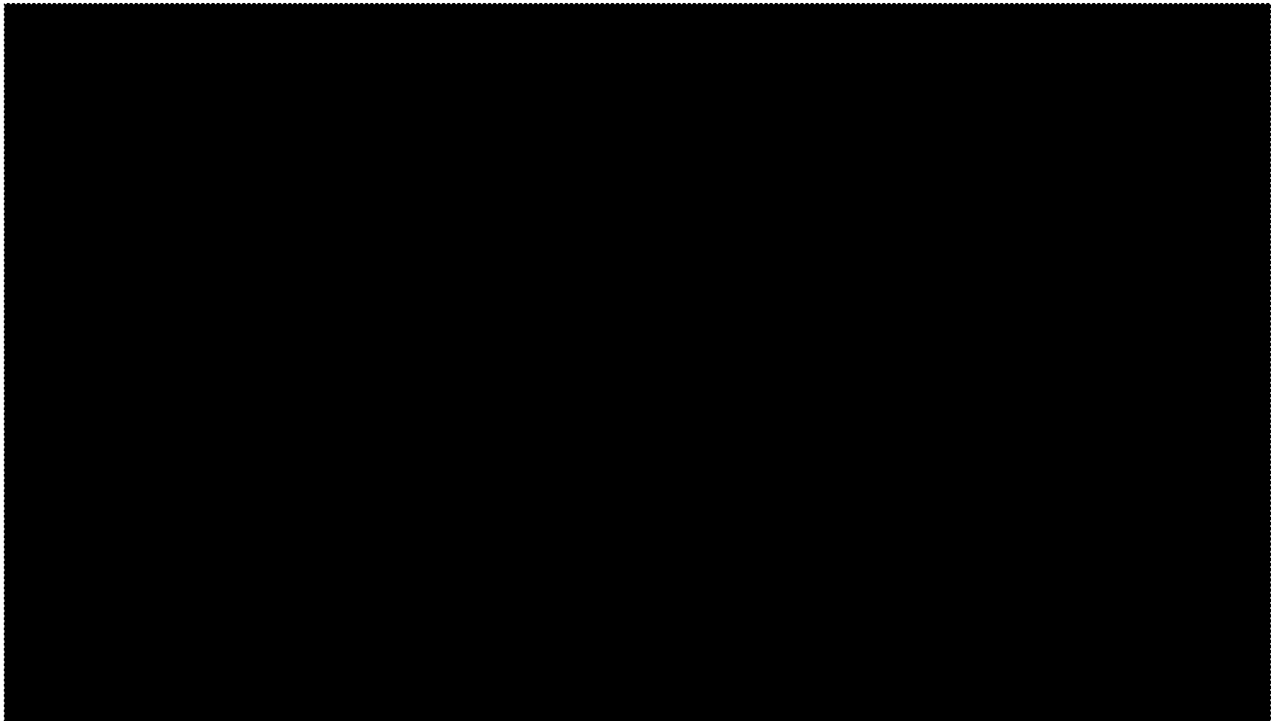






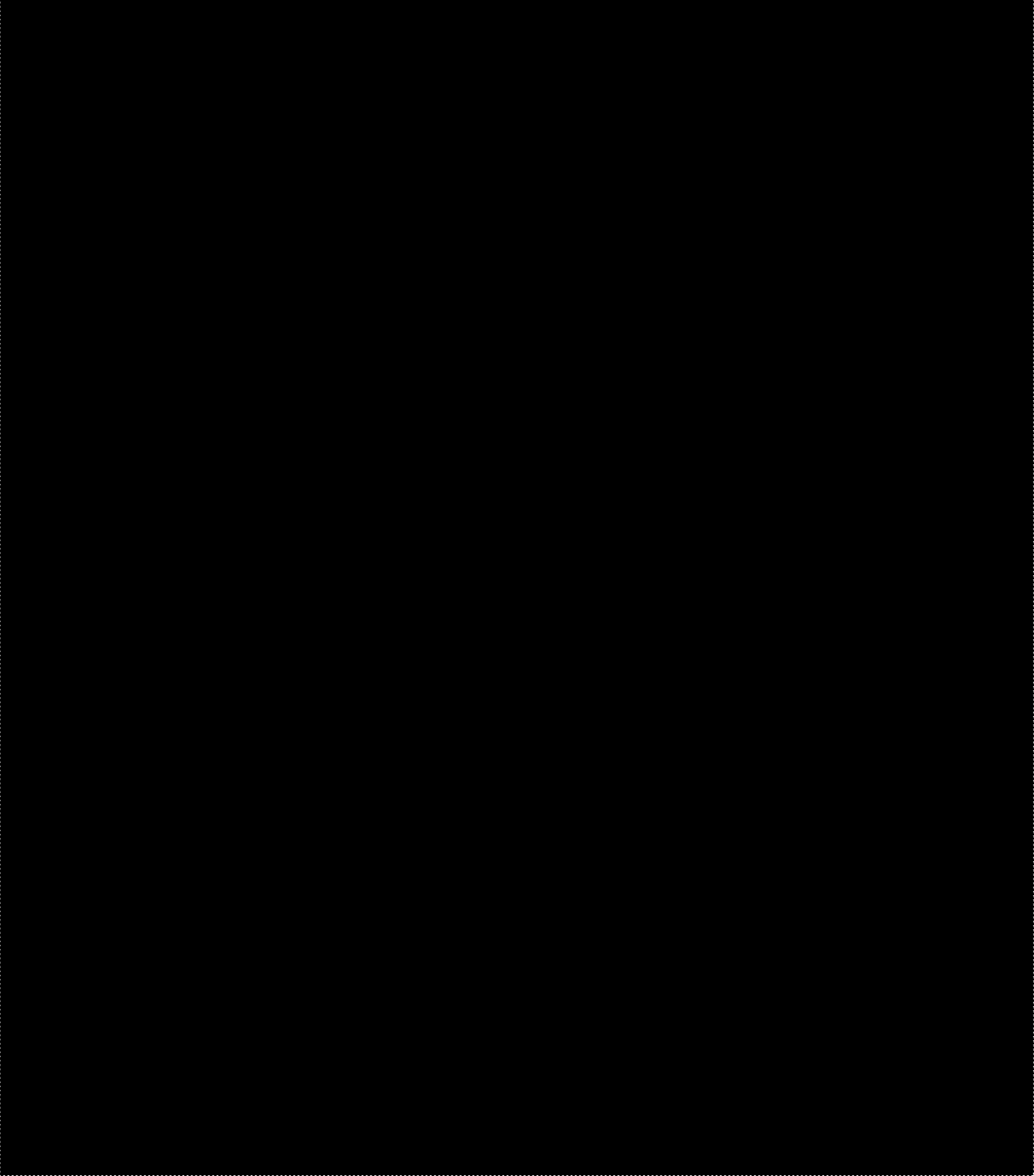
ARTICLE 10

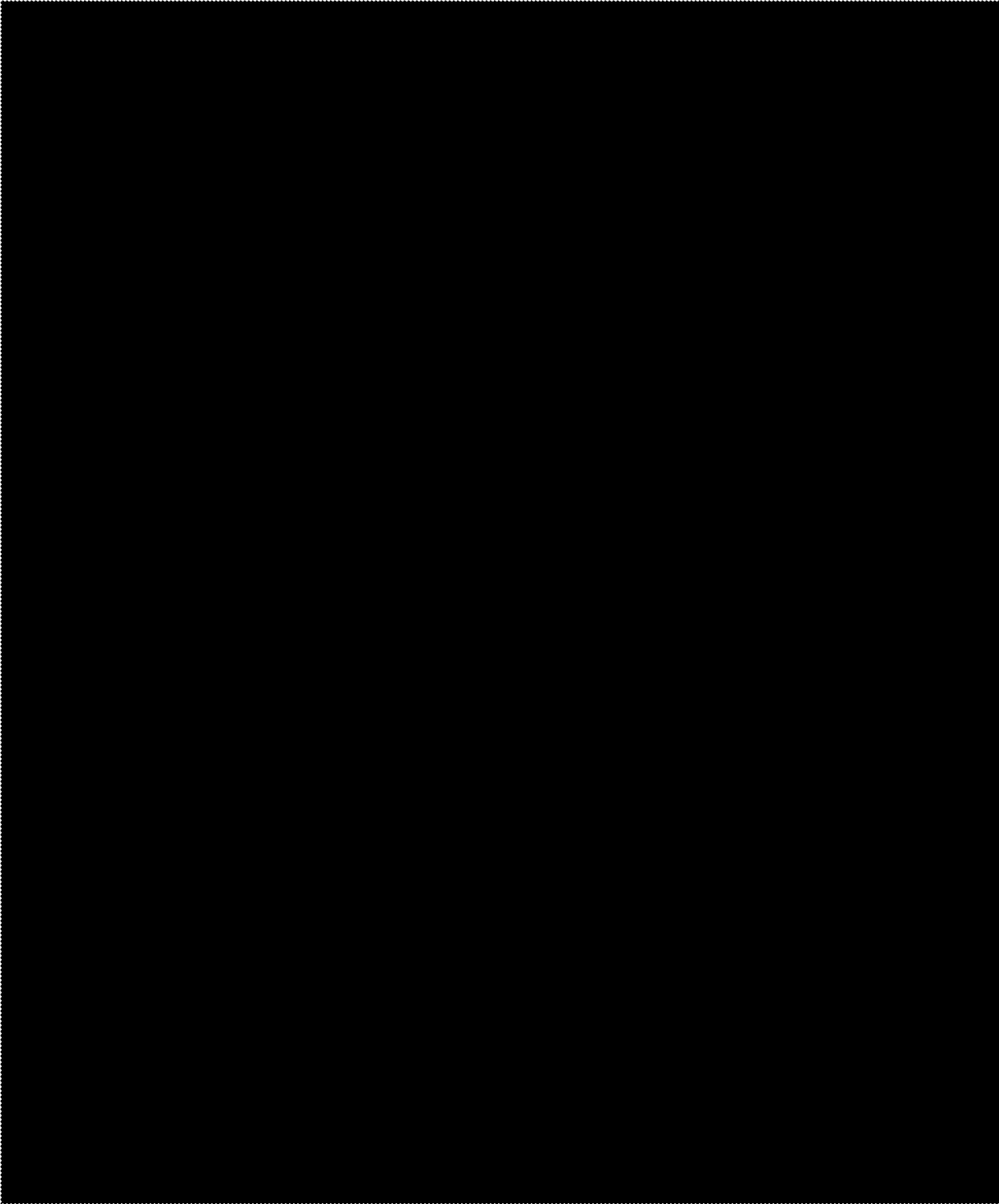
COMPENSATION OF THE MANAGER, AFFILIATES AND OTHERS




ARTICLE II

TRANSFER OF UNITS



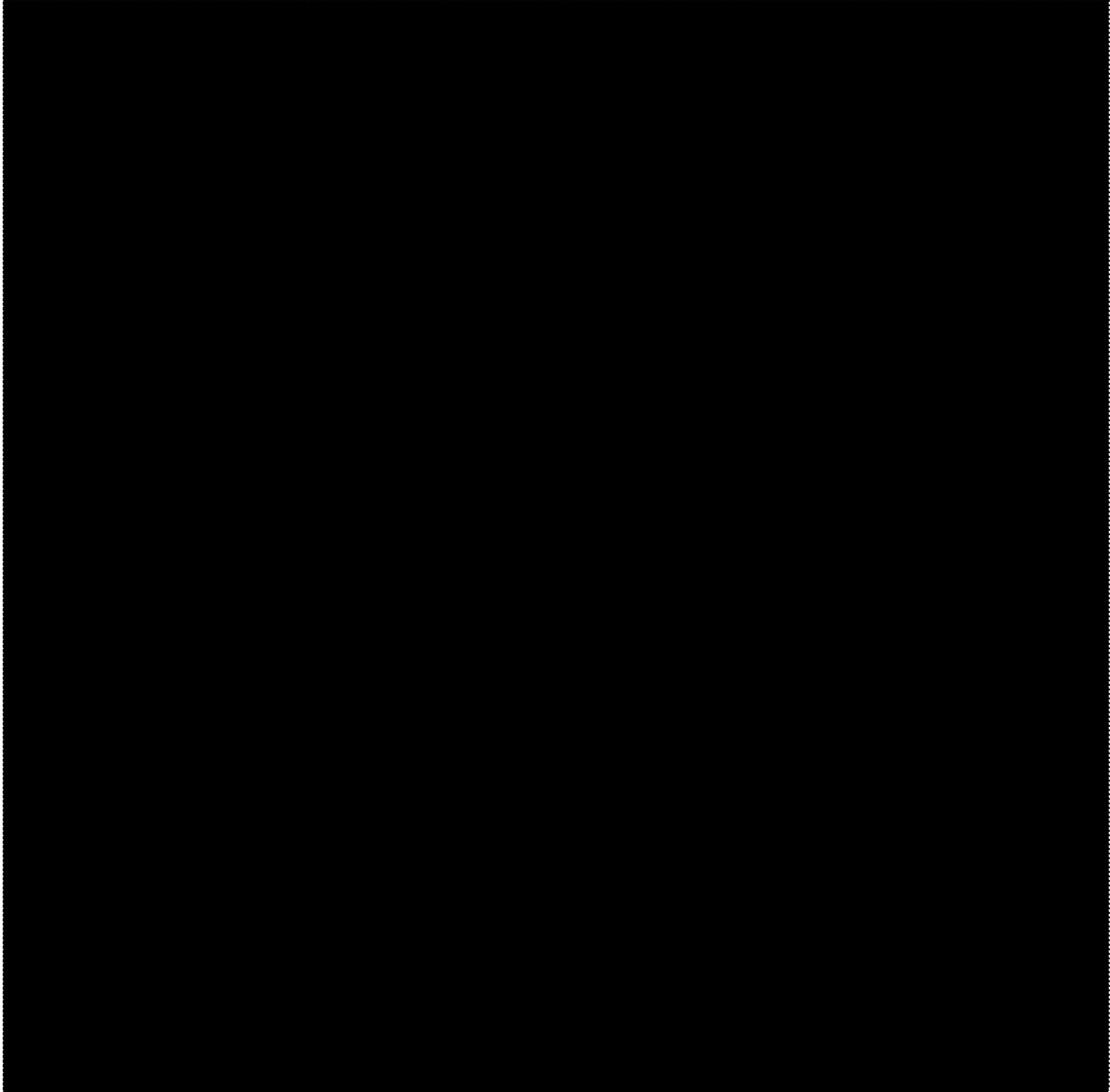


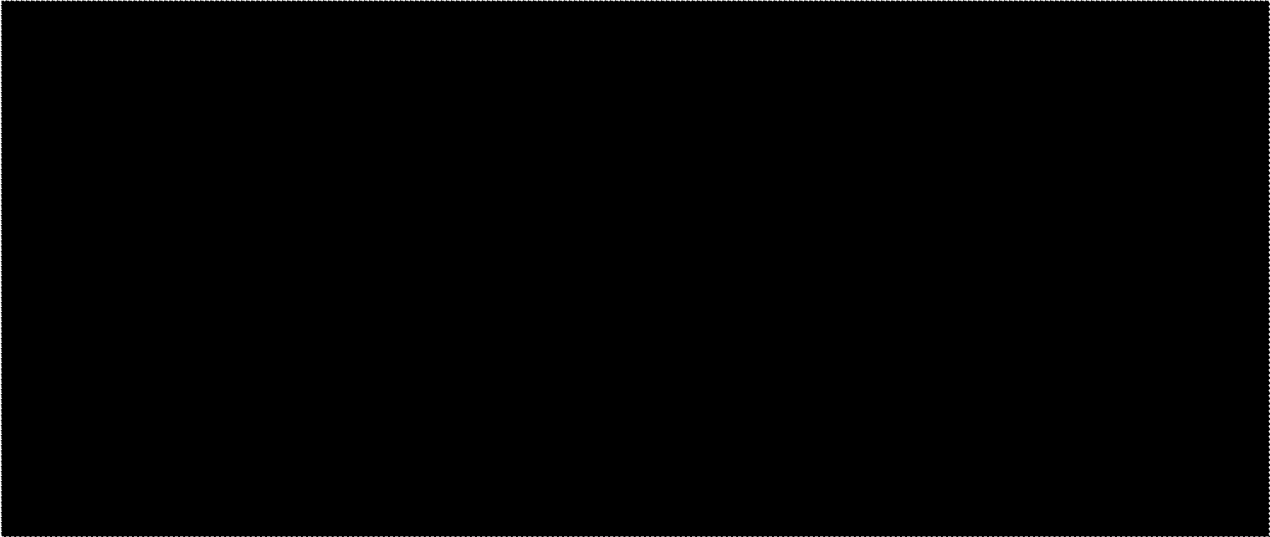




ARTICLE 12

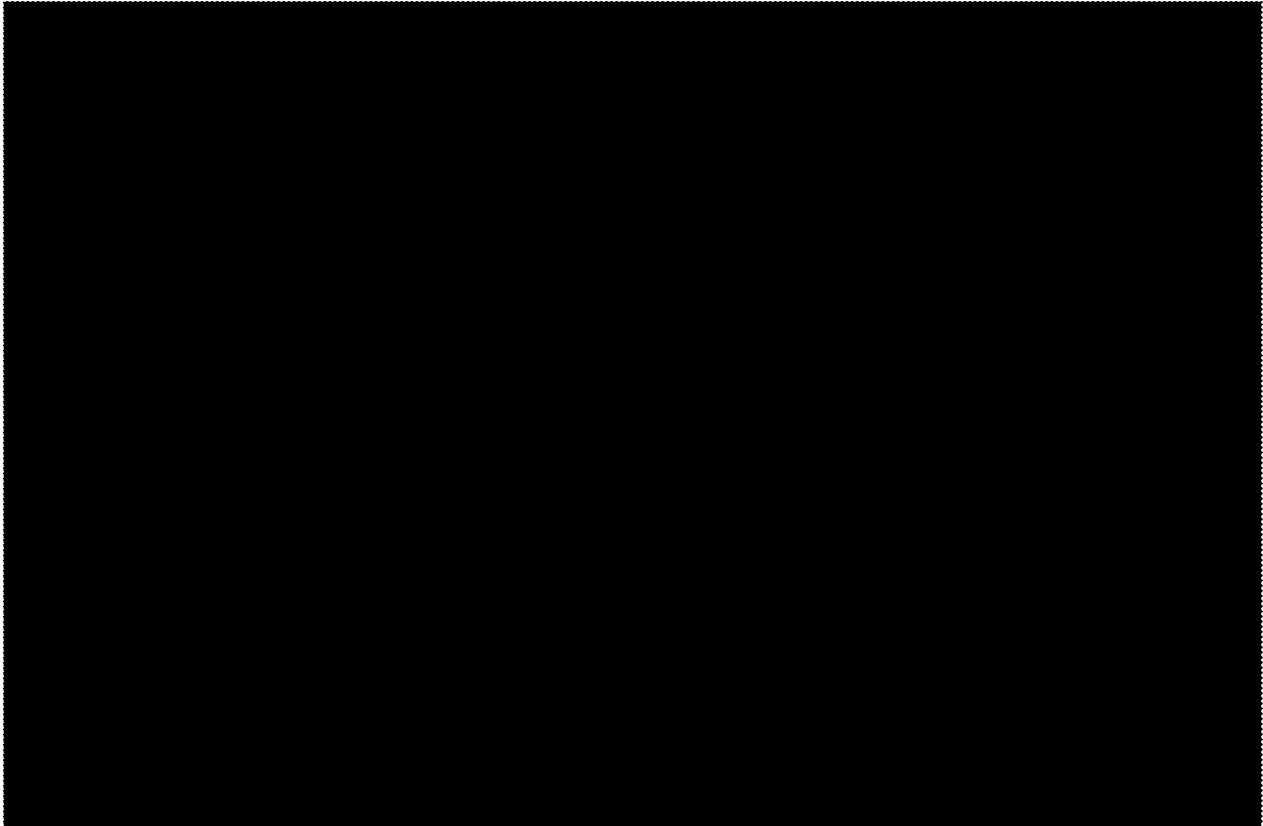
DISSOLUTION OF COMPANY  
WINDING UP THE COMPANY AND DISTRIBUTION OF ASSETS

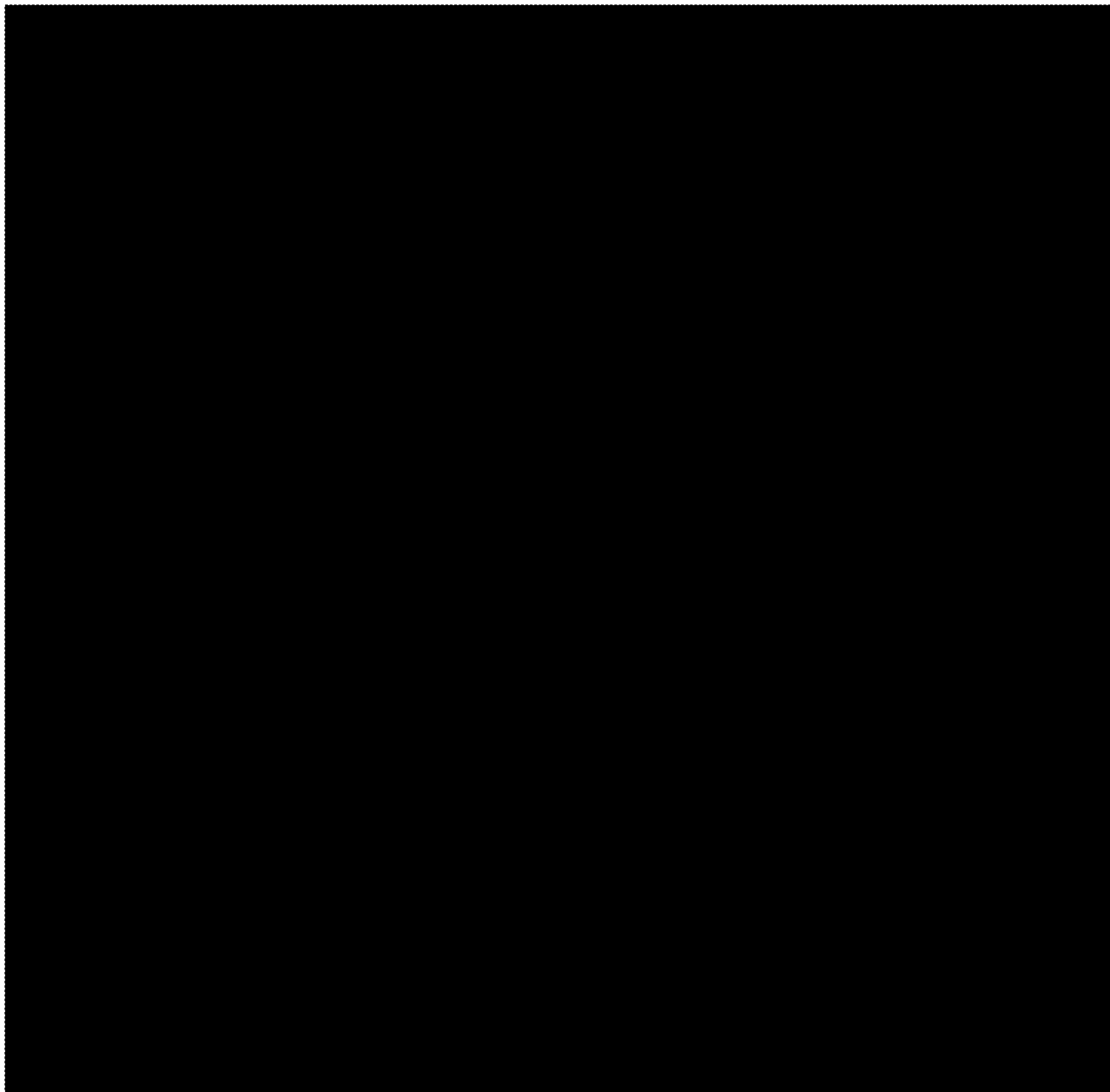




ARTICLE 13

RECORDS, BOOKS OF ACCOUNT AND REPORTS

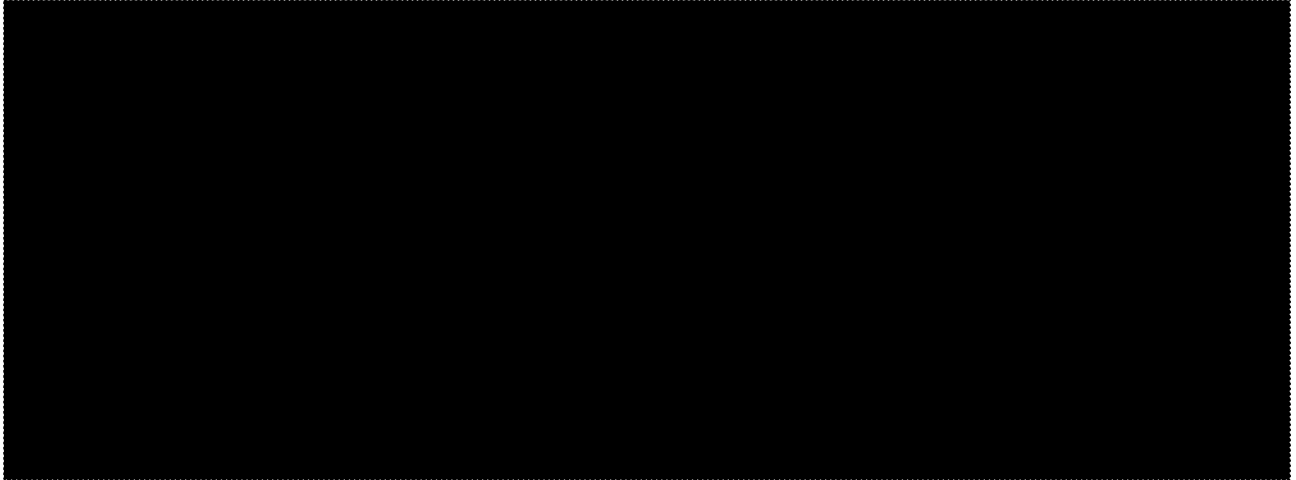






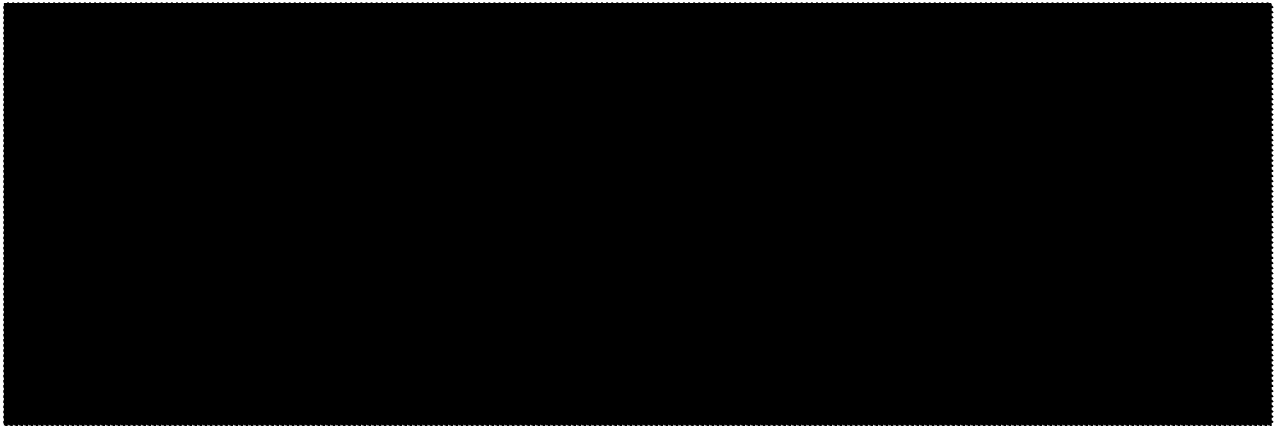
ARTICLE 14

FISCAL YEAR AND ACCOUNTING METHOD



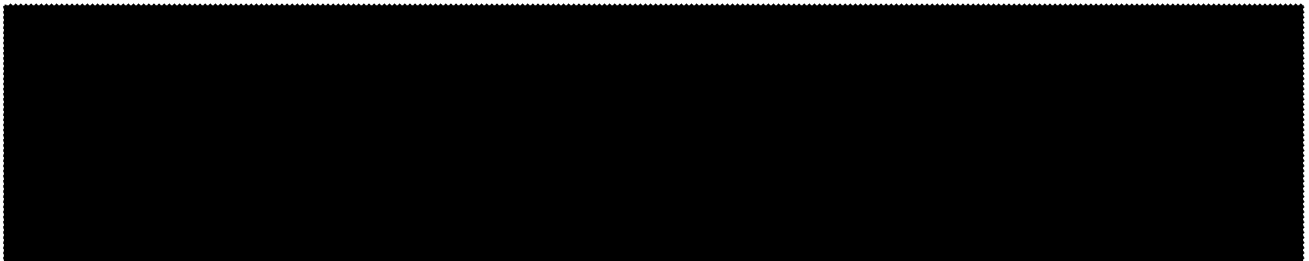
ARTICLE 15

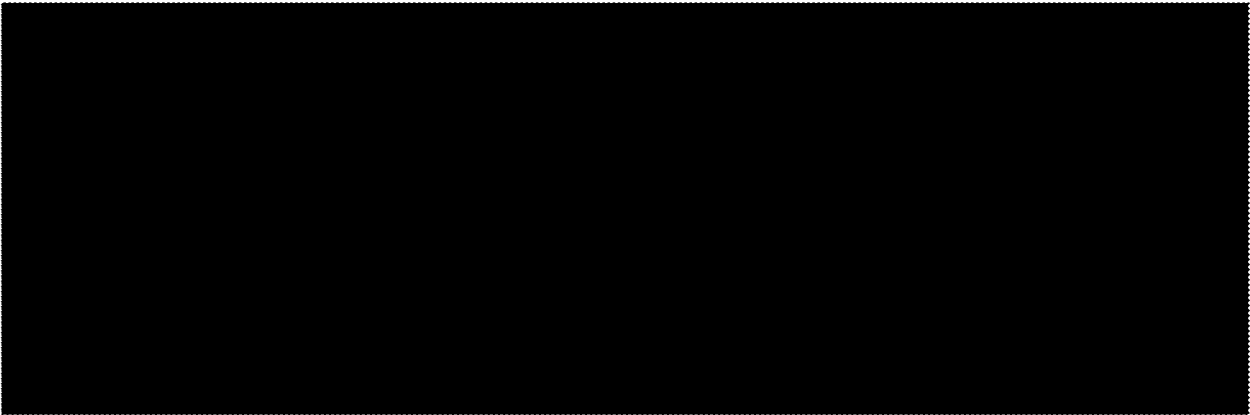
NOTICES



ARTICLE 16

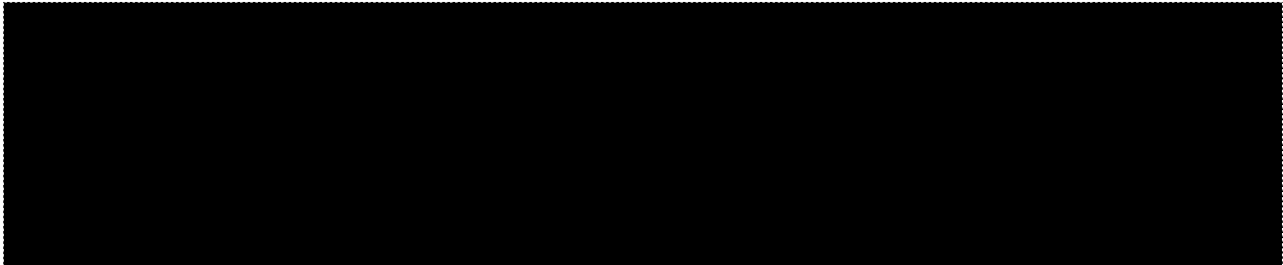
AMENDMENT OF AGREEMENT





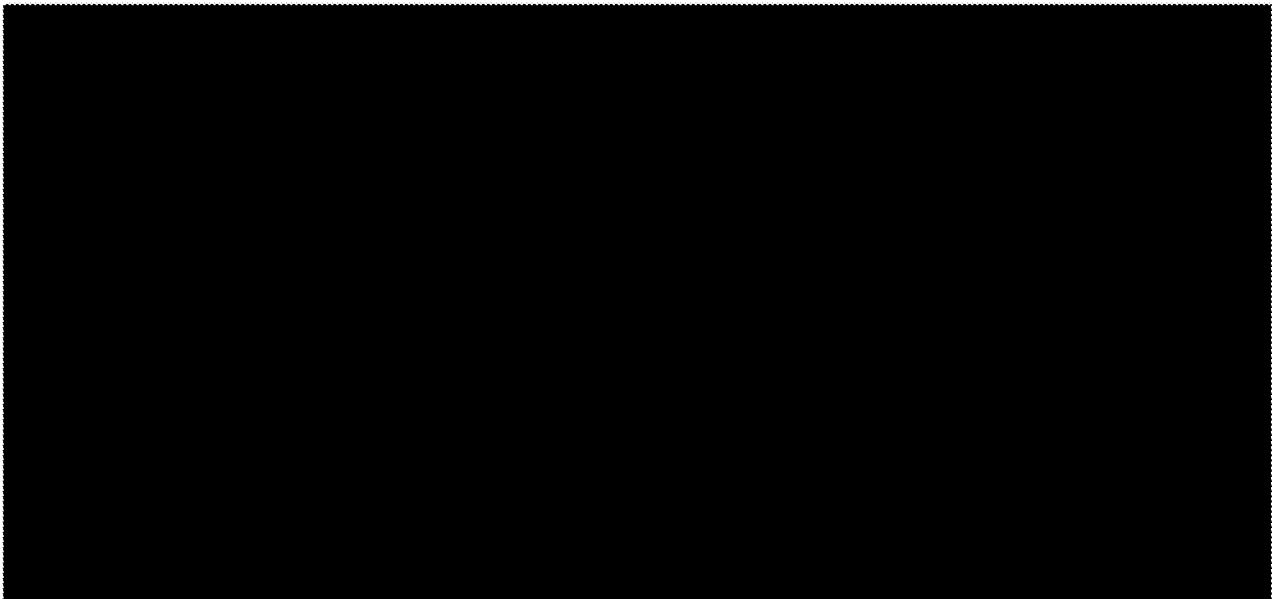
ARTICLE 17

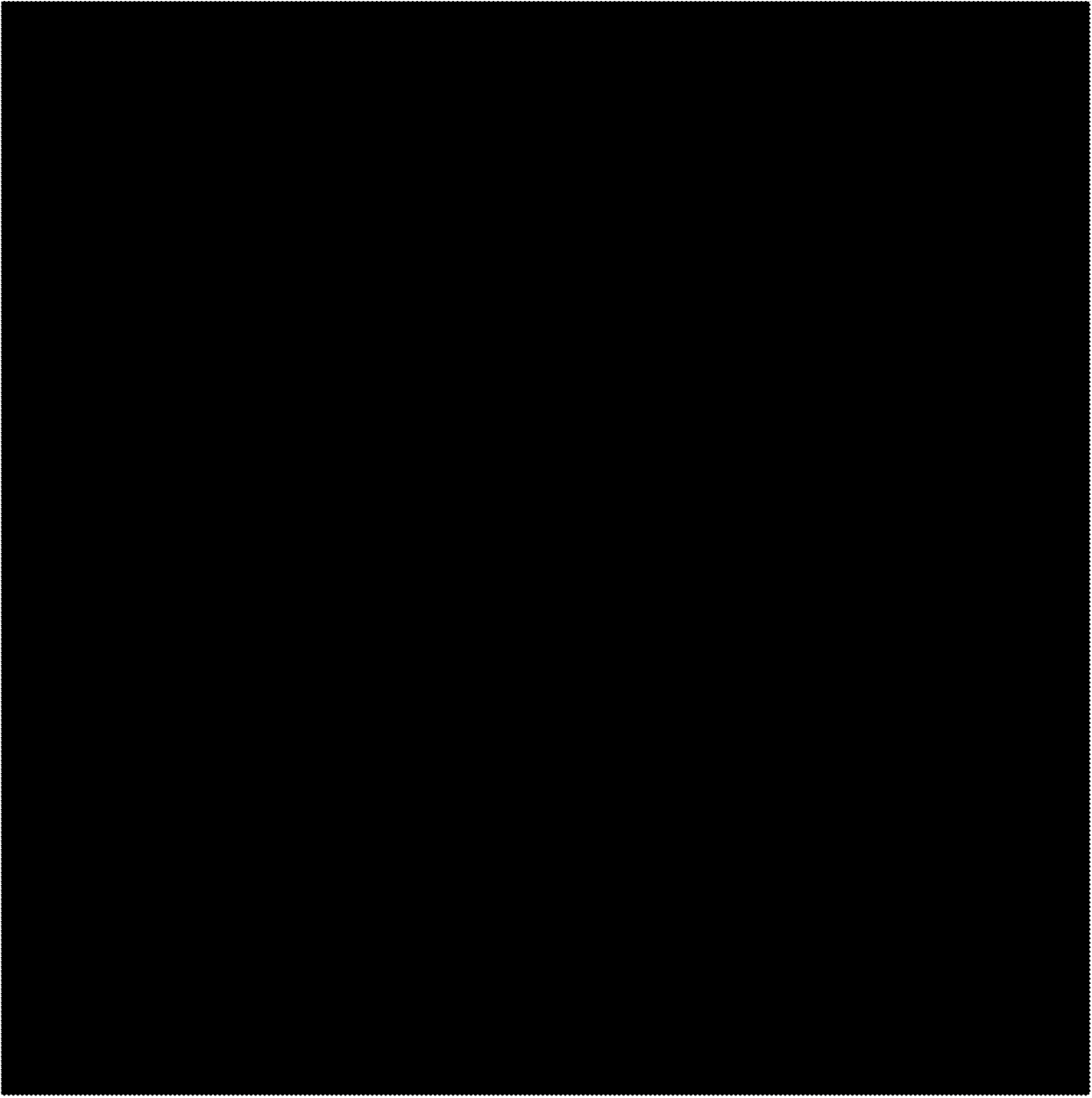
APPROVALS AND CONSENTS



ARTICLE 18

COMPLIANCE WITH SECURITIES LAW

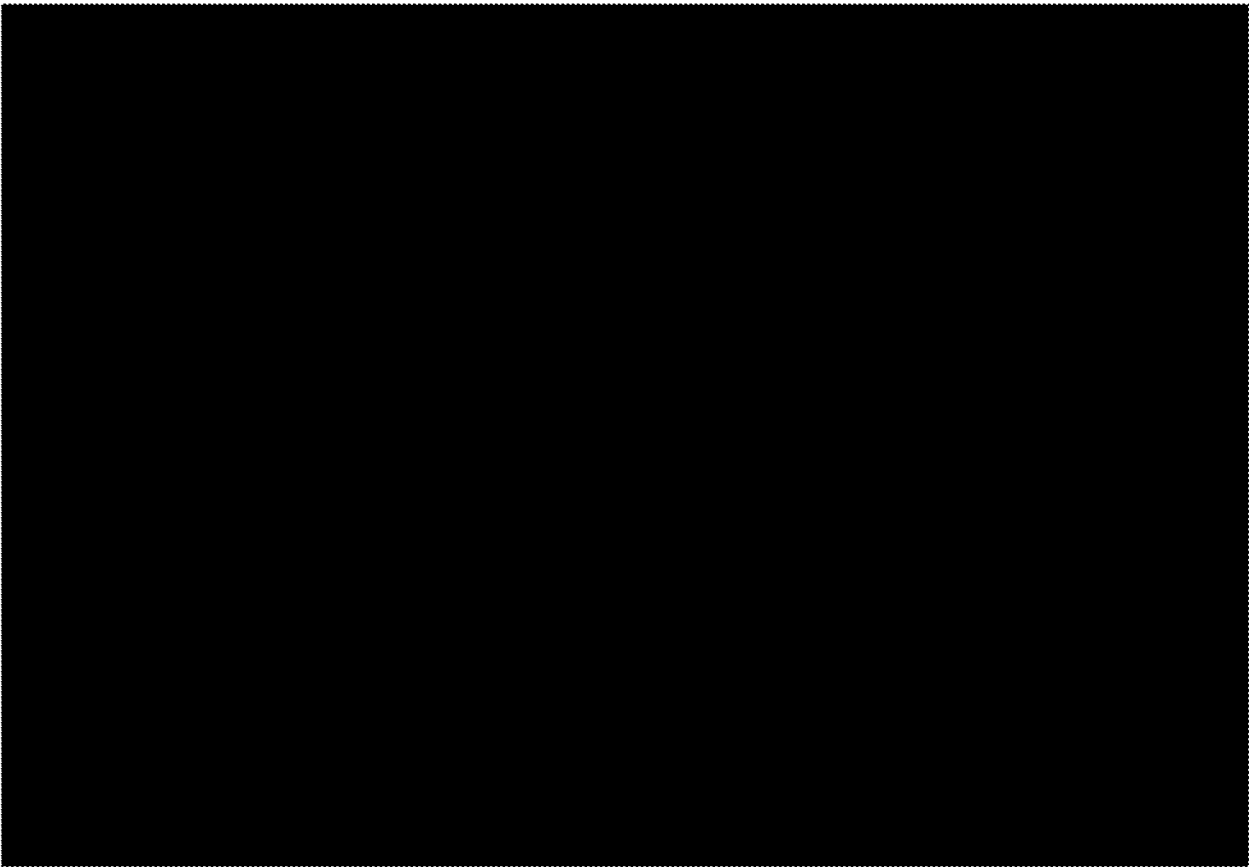




ARTICLE 19

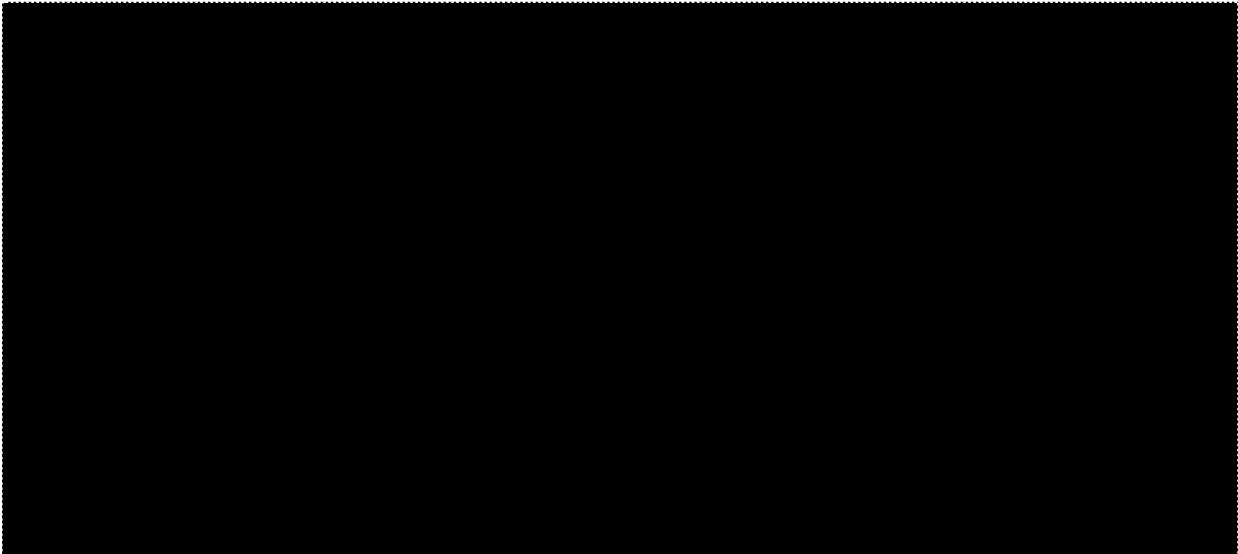
REPRESENTATIONS AND WARRANTIES OF THE MEMBERS

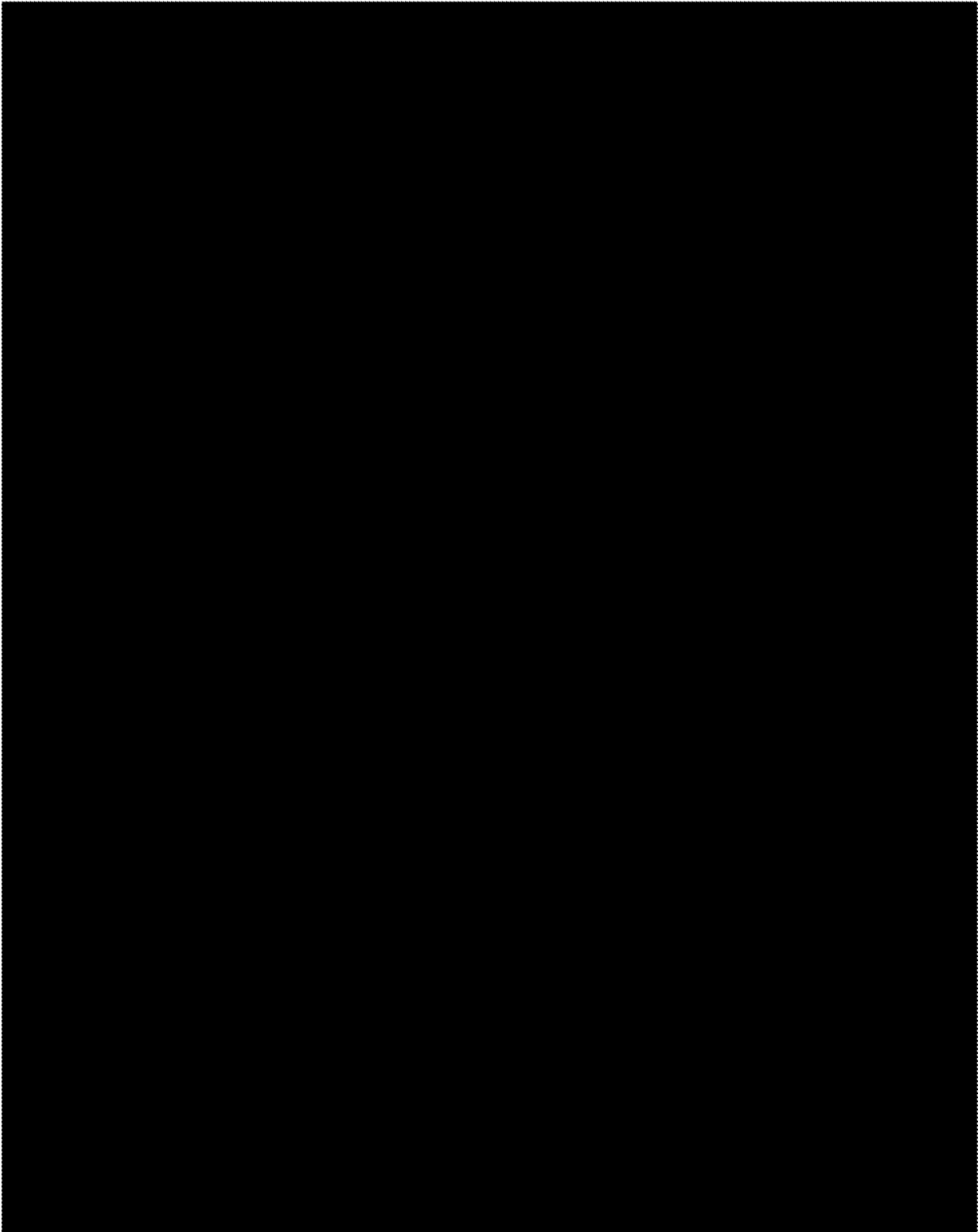


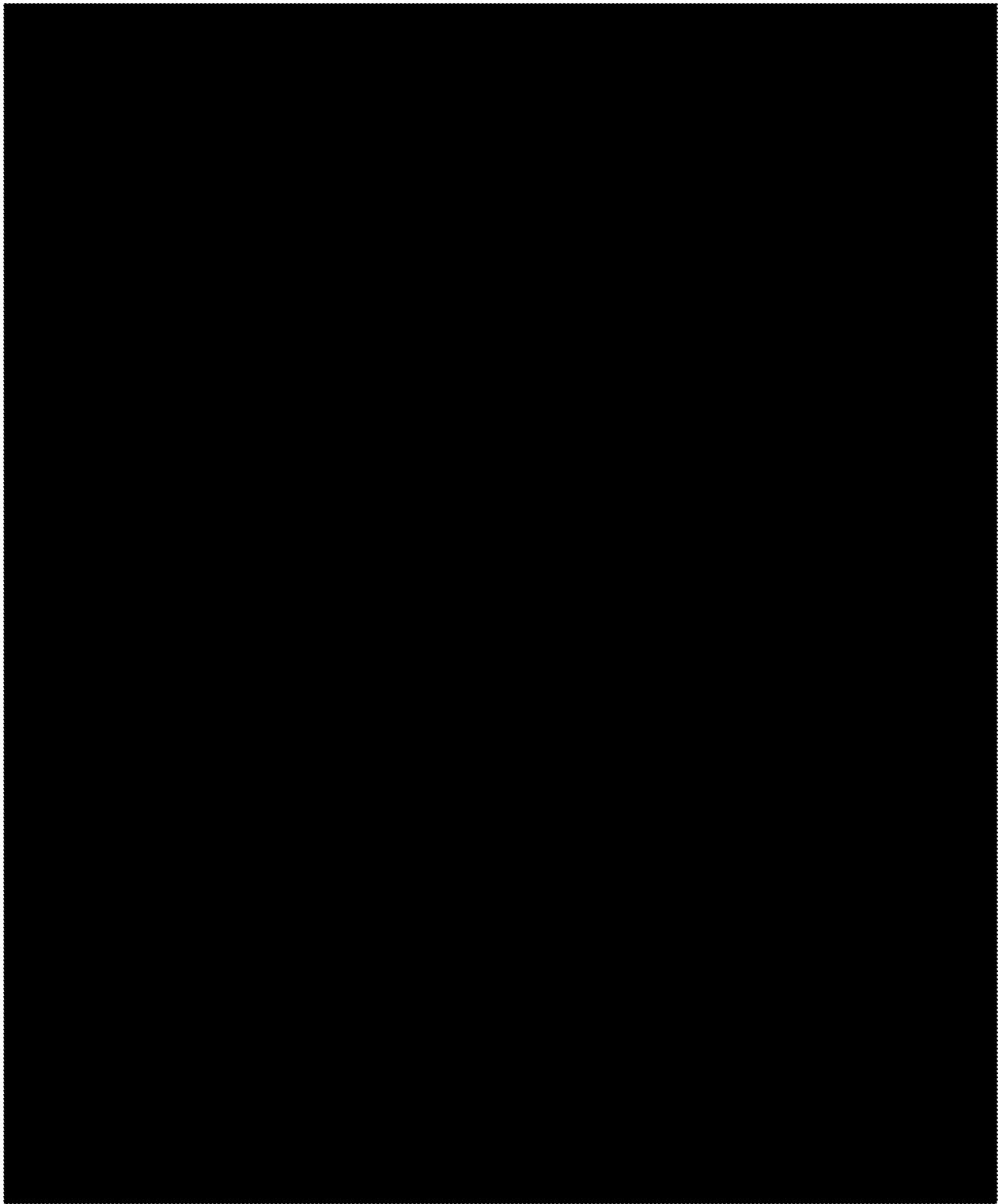


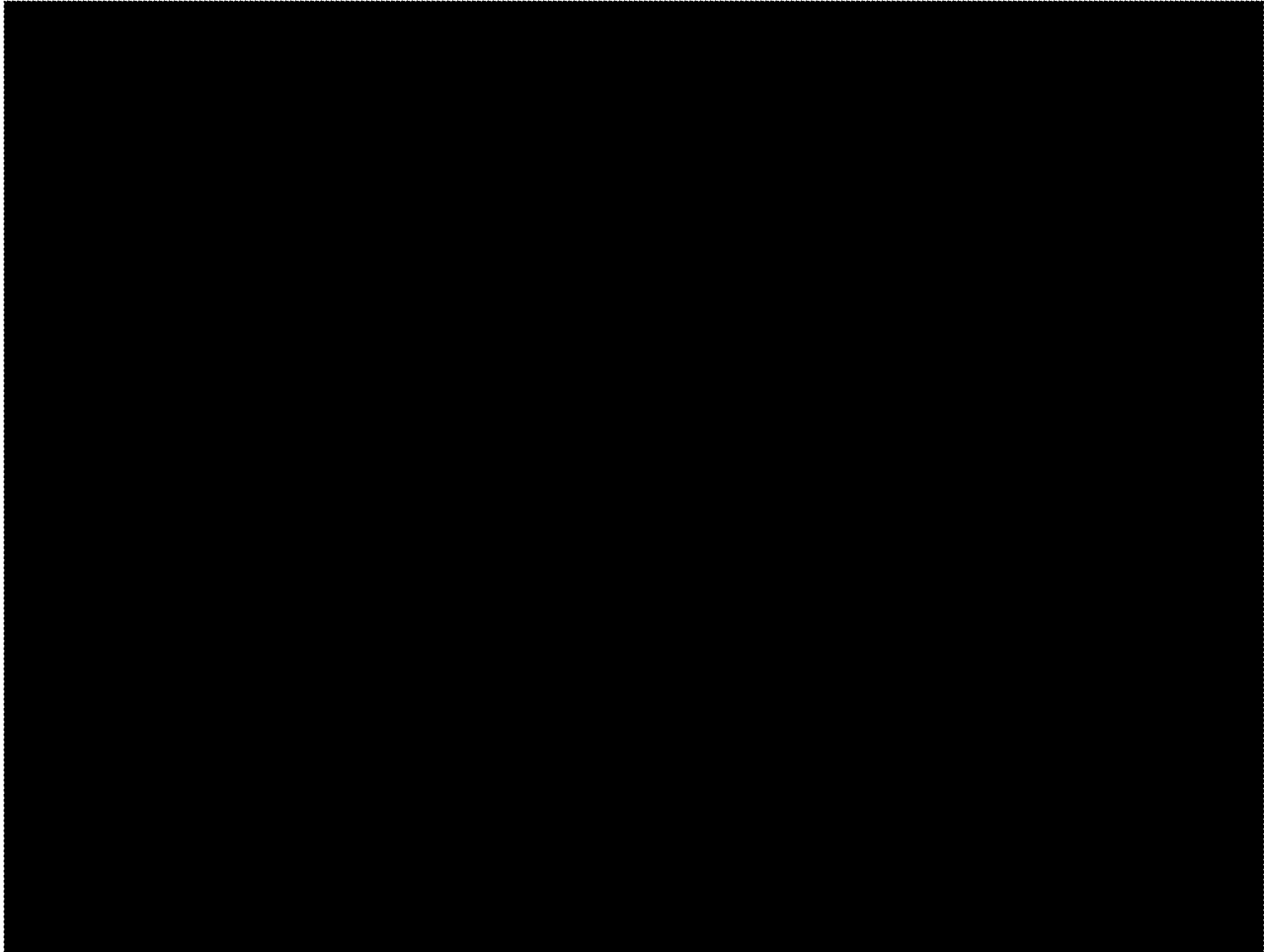
ARTICLE 20

MISCELLANEOUS










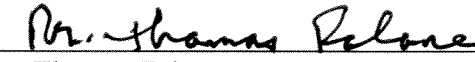
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in one or more counterparts as of the day and in the year first above written, which counterparts, when taken together, shall constitute one and the same instrument.

[SIGNATURES ON THE NEXT PAGE]

MANAGER

  
\_\_\_\_\_  
Michael G. Mardinly, Sr.

MEMBERS

  
\_\_\_\_\_  
Dr. Thomas Falone


  
\_\_\_\_\_  
Michael G. Mardinly, Sr.



EXHIBIT "A"

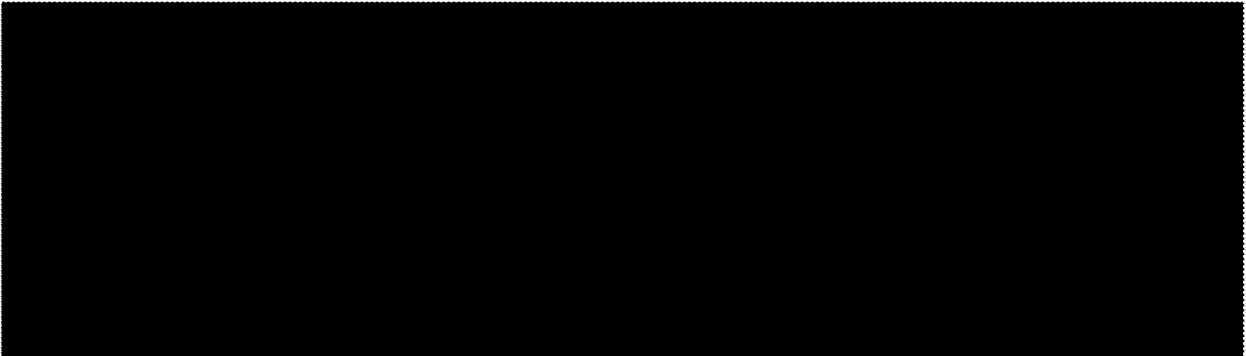
INITIAL CAPITAL CONTRIBUTIONS AND UNIT RATIOS

<u>Manager</u>	<u>Initial Contribution</u>	<u>Unit Ratio</u>
Michael G. Mardinly, Sr. 1000 N. Eagle Road, Havertown, PA 19083	\$30,000.00	60%
<u>Remaining Members</u>	<u>Initial Contribution</u>	<u>Unit Ratio</u>
Dr. Thomas Falone 9 Still Run Drive Mickeltown, NJ 08056	\$20,000 - being the Agreed value of the Property transferred To the Company	40%
Total (All Members)	<hr/> \$ 50,000	<hr/> 100%

EXHIBIT "B"

CONTRIBUTION BY DR. THOMAS FALONE OF  
INTELLECTUAL PROPERTY AND PATENT RIGHTS

As his capital contribution to the company, Dr. Thomas Falone hereby transfers, assigns and sets over to the Company all of his right, title and interest in and to the property and all derivatives from the property as defined in the Operating Agreement and more fully specified below and other materials made available to the company.



Dr. Falone realized the silicone provided almost minus impact vibration, which resulted in Dr. Falone winning a few tournaments with a silicone covered putter.

Dr. Falone introduced this silicone covered putter to a Tony Perla who won four tournaments until competition complained and his wins were disallowed, and thereby returned.

The challenge to Dr. Falone was to internalize the silicone in such a way as to reduce the impact vibration to an absolute minimum when the ball is released from the putter face. There was a modicum of effectiveness, but in comparison to the silicone coated putter, it was negligible.

Dr. Falone returned to physics to determine whether or not he could reduce the impact vibration. To reduce impact vibration, magnets came to his mind and he began experimenting with materials with different levels of magnetic force, thereby discovering neodymium (neo) or rare earth magnets. He discovered with the introduction of neodymium magnets that two forms of waves are emitted. One wave is horizontal and one transverse with a series of waves. All of which are set up within the interior of the putter. If those waves are frequently matched, they cancel each other and zero impact vibration is felt at the face of the putter when the ball is struck.

Dr. Falone's research found that magneto rheological elastomers illustrates the iron filings fixed in North and South polarity and an electrical current is passed over them and thus reduces putter vibration dramatically, somewhere between an estimate of 30% and 75%. Because neodymium spheres automatically line up in North and South polarity, there is no need to pass

electromagnets above the iron filings which are used in the magneto rheological materials. This creates neosphere embedded elastomers, a perfect material for the interior of a putter.

To advance from this research, a materials engineer must analyze the following.

- Material to be used for the putter, itself (easing of the putter)
- The elastomer into which the spheres must be embedded
- The size and quantity of the sphere to be inserted into the elastomer in order to achieve the desired effect



Dr. Falone's belief is that innovation and technological breakthrough such as the science he is describing in this exhibit is the way for future of golf putters.