

03-08-2000

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OPR/FINANCE RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
01 12 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

01 12 2000

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

03/08/2000 DNGUYEN 00000075 75879313

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002031 FRAME: 0764

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stephen Aron Benson

2/7/00

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT OF PENDING TRADEMARK APPLICATION

This agreement for the assignment of a pending trademark application ("this Agreement") is made and entered into this 2 day of January, 2000, by and between GOLF FUTURES, INC., a Wisconsin corporation ("GolFutures") and ARROYO, L.L.C., an Arizona limited liability company.

### R E C I T A L S

- A. GolFutures is the owner of the trademark "GOLF FUTURES," for which an application in the United States Patent and Trademark Office is pending ("the Mark"). The application was made December 23, 1999 and is attached (along with correspondence from Skinner and Associates to Joseph Karras and to the Assistant Commissioner For Trademarks, and along with a Power of Attorney appointing Joel Skinner and Marvin Beekman to prosecute the application), hereto as Exhibit "A."
- B. GolFutures has adopted, used, and is using the Mark.
- C. GolFutures and Arroyo are parties to that certain Asset Purchase Agreement effective December 1, 1999, under which Arroyo has agreed to purchase certain assets of GolFutures for the purpose of continuing the business in which GolFutures has been engaged.
- D. GolFutures desires to assign all of its ownership rights, title and interest in the Mark and the application therefor to Arroyo.

### A G R E E M E N T

NOW, THEREFORE, in consideration of the sum of One Dollar and 00/Cents (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GolFutures and Arroyo agree as follows:

1. Incorporation of Recitals. GolFutures and Arroyo hereby acknowledge the correctness and accuracy of the foregoing Recitals, which are fully incorporated by this reference into the terms of this Agreement.
2. Effective Date. This Agreement shall be deemed effective as of January 10, 2000.
3. Representations. GolFutures represents and warrants that it is the owner of the Mark, and that the application for the registration of the Mark has been made with the United States Patent and Trademark Office. GolFutures further warrants that the Mark does not infringe on any other trademark.
4. Assignment of Mark. GolFutures hereby assigns to Arroyo, and Arroyo accepts, all of GolFutures' right, title and interest in and to the Mark and the application therefor,

together with the goodwill of the business symbolized by the Mark and the application to register the Mark.

5. Indemnification. GolFutures hereby agrees to defend and indemnify Arroyo in the event that Arroyo is sued by a third party for infringement arising from the Mark. "Indemnify" and "hold harmless" shall mean that GolFutures agrees that in the event any person or entity shall make a claim, lien, demand, or assertion against Arroyo in connection with the matters hereby indemnified against, GolFutures shall directly procure and pay upon demand all attorneys and other persons who shall be necessary to defend against any such claim, lien, demand, or assertion, whether or not court proceedings are instituted, and shall pay all sums that may be necessary or proper for the purpose of discharging and/or eliminating any such claim, lien, demand, or assertion, including, without limitation, any judgments or settlements.
6. Infringement. Arroyo shall have the sole right to bring any action on account of any actual or threatened past or future infringements, imitations, or unauthorized use of the Mark by third parties, and GolFutures shall cooperate with Arroyo, as Arroyo may reasonably request, in connection with any such action brought by Arroyo. Arroyo shall retain any and all damages, settlements and/or compensation paid in connection with any such action brought by Arroyo.
7. Additional Acts and Documents. GolFutures and Arroyo agree to execute any further documents and to perform any additional acts necessary to effectuate and implement the purposes of this Agreement. GolFutures further agrees to pay any additional fees required for the ultimate issuance of the registration for the Mark.
8. Issuance of Certificate. The Commissioner of Patents and Trademarks is requested to issue the Certificate of Registration for the Mark to the assignee, Arroyo. The law firm of Skinner and Associates shall continue to prosecute the application for the Mark on behalf of assignee, Arroyo, but shall be paid by GolFutures.
9. Failure of Application. If the United States Patent and Trademark Office shall fail or refuse to register the Mark, GolFutures agrees to repay to Arroyo the sum of \$10,000, due and payable thirty days after demand by Arroyo.
10. Modifications and Waiver. This Agreement constitutes the entire agreement between the parties as to the subject matter herein, and no covenants, promises, representations or warranties have been made or are being relief upon by either party except as expressly set forth herein. This Agreement supercedes any prior understandings and agreements, written or oral, respecting the subject matter hereof. No provision of this Agreement may be waived, modified or altered except in a writing executed by all of the parties hereto.
11. Choice of Law and Venue. All aspects of this Agreement, including without limitation, its enforcement, interpretation and validity, shall be governed by Arizona law (or, where applicable, federal law). In any litigation subsequently arising out of this Agreement,



STATE OF ARIZONA        )  
  ) ss  
COUNTY OF MARICOPA    )

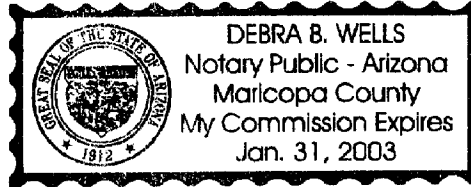
~~2000~~ The foregoing document was acknowledged before me this 14<sup>th</sup> day of January, ~~1999~~, by Dana Schwartz, Managing Member of Arroyo, L.L.C., an Arizona limited liability company

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Debra Wells  
Notary Public

My commission expires:

1. 31. 2003 .



**EXHIBIT "A"**

# ■ SKINNER AND ASSOCIATES

619 Second Street, Suite 201  
Hudson, Wisconsin 54016 USA  
Tel.: 715.386.5800  
FAX: 715.386.6177  
Internet e-mail: info@skinnerlaw.com

INTELLECTUAL PROPERTY LAW  
Patents-Copyrights-Trademarks

Joel D. Skinner, Jr. \*+‡  
Marvin L. Beekman +‡

\* WI Bar / + MN Bar / ‡ Reg. Patent Attorney

December 23, 1999

Mr. Joseph A. Karras  
President  
Golfutures, Inc.  
P.O. Box 168  
River Falls, WI 54022

Re: NOTICE OF US TRADEMARK REGISTRATION APPLICATION FILING  
Mark: GOLFUTURES  
Mailing Date: December 23, 1999

Dear Joe:

In accordance with your instructions we filed the above US Trademark Registration Application in the US Patent and Trademark Office. Enclosed for your records are copies of materials filed. Please pass this information along to any person(s) in your organization who has a need to know.

This trademark application is filed and pending. It must now be prosecuted to issuance as a trademark registration. Prosecution typically takes about one year, but may take longer. One or more standard form communications are expected from the Trademark Office shortly and we will send you a copy(s). The next significant communication should be an Office Action, with an initial substantive determination on the application, which is typically received 6-10 months from the application filing date. It is very difficult to determine the exact status of an application until that time, and we therefore recommend that you be patient and wait. An overview of the trademark process is provided in Skinner and Associates' firm brochure. Please let us know if you have not received a copy of the brochure or if you need another copy.

The following general considerations may apply to this application:

1. Changes to Mark or Goods/Services. We recommend that you notify us if any changes are made to the mark, or if the goods and/or services with which the mark is used expands or retracts from goods/services identified in the application.
2. Address Changes. Notify us of any change in your company name, address, telephone or FAX number, or email address.
3. Ownership. Notify us if ownership of the mark changes from the applicant identified in the application.
4. Notice Marking. We recommend you apply one of the following notices to all commercial uses of your mark while this application is *pending*: For

EXHIBIT " A "

TRADEMARK  
REEL: 002031 FRAME: 0771



Products - <sup>TM</sup> / For Services - <sup>SM</sup>. Do not use the notice ® until a registration actually issues on this application.

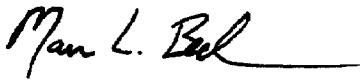
5. Foreign/International Registration Applications. Notify us if you are or become interested in trademark protection outside the US. There is a modest advantage in most foreign countries if you file there within six (6) months of the US application filing date.

6. Overlapping Federal Protection. This application is directed to only one of several aspects of the overall commercial identity of your goods and or services. For example, it is directed to either a single word, a phrase, a word or phrase with stylized letters, a word or phrase in combination with a design (logo), a design alone, a slogan, trade dress (e.g. packaging), or a product configuration. It may be possible to obtain additional protection for one or more of the aspects not covered in the application, if such aspects exist. Notify us if you are interested in such additional protection.

7. Billing. An invoice for services rendered and costs in connection with the filing of this application will be sent to you in due course. Prompt payment is appreciated. In the event that it cannot be made please call Shannon Strobel at our office to make other arrangements. **Please be aware that fees and costs for future routine post-filing administration, prosecution, and registration maintenance and renewal are NOT covered in the initial costs and fees for filing this application. It is recommended that clients budget at least one-half (½) of the filing costs and fees for these later costs and fees.** Skinner and Associates financial policies are set forth in detail in our firm brochure and in our representation agreement with you. Notify us if you have not received a copy of either document or if you need another copy.

Thank you for entrusting the filing of your application to us. Please call me or my assistant, Shannon Strobel, if you have any comments, questions or special instructions about this application.

Sincerely yours,



Marvin L. Beekman

Enclosures

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EXHIBIT " A "

**SKINNER AND ASSOCIATES  
FOR YOUR  
RECORDS**

Applicant(s): Golfutures, Inc. Docket No.: KAR100TRA  
Serial No.: \_\_\_\_\_ Filing Date: \_\_\_\_\_  
For: GOLFUTURES

RECEIVED BY THE USPTO ON THE DATE STAMPED HEREON:

- Patent Application:  Utility  Design  PCT  PCT Nat. Stage  Provisional
- Trademark Application.  Ver. Stmt. Sm. Entity  Declaration(s)
- Letter Communication.  Check(s) \$ 245.00
- Reply.  Request for Time Extension.
- Transmittal: \_\_\_\_\_  IDS, PTO1449 and Ref(s): \_\_\_\_\_
- Petition.  Assignment and Form PTO-1619A.
- Certificate of Mailing ( Express).  Specimen(s)/Deposit. 3 Copies
- Transmittal Letter(s) ( w/copy).  Other: Power of Attorney
- Spec/Claim/Abstract: \_\_\_\_\_ pages.
- Drawing(s): One (1) sheet(s).

© Copyright Skinner and Associates 1996-99

EXHIBIT " A "

# ■ SKINNER AND ASSOCIATES

619 Second Street, Suite 201  
Hudson, Wisconsin 54016 USA  
Tel.: 715.386.5800  
FAX: 715.386.6177  
Internet e-mail: info@skinnerlaw.com

INTELLECTUAL PROPERTY LAW  
Patents-Copyrights-Trademarks

Joel D. Skinner, Jr. \*+‡  
Marvin L. Beekman +‡

\* WI Bar / + MN Bar / ‡ Reg. Patent Attorney

December 23, 1999

Box NEW APP FEE  
Assistant Commissioner For Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

■ SKINNER AND ASSOCIATES  
FOR YOUR  
RECORDS

Re: **U.S. Trademark/Service Mark Application**  
**Mark: GOLF FUTURES**  
**Applicant: Golfutures, Inc.**

Dear Sir or Madam:

Enclosed for filing in the name of the above applicant, under 15 USC 1051 [X] (a)/Use Based, [ ] (b)/Intent to Use, are the following materials:

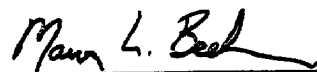
1. Executed Application PTO Form 1478.
2. Drawing.
3. [X] Three (3) Specimens showing the mark.
4. Check for \$ 245.00 for the filing fee (one class only).
5. [X] Power of Attorney.
6. [ ] Certificate of Mailing-Express (Below).
7. Return Receipt Postcard.

Consideration of this application, allowance and issuance of a registration are respectfully requested.

Please charge any underpayment in the single class filing fee only, and credit any overpayment, to Deposit Account No. 19-2381.

Please direct all communications to **Skinner and Associates**, attention the undersigned attorney, at the address and telephone numbers above.

Respectfully submitted,



Marvin L. Beekman  
Attorney for Applicant

Enclosures

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EXHIBIT " A "

TRADEMARK  
REEL: 002031 FRAME: 0774

<b>TRADEMARK/SERVICE MARK APPLICATION, PRINCIPAL REGISTER, WITH DECLARATION</b>	<b>MARK (Word(s) and/or Design)</b>  GOLF FUTURES	<b>CLASS NO. (If known)</b>  35
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**TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:**

**APPLICANT'S NAME:** GOLF FUTURES, INC.

**APPLICANT'S MAILING ADDRESS:** P.O. Box 168  
River Falls, WI 54022

(Display address exactly as it should appear on registration)

**APPLICANT'S ENTITY TYPE: (Check one and supply requested information)**

Individual - Citizen of (Country): \_\_\_\_\_

Partnership - State where organized (Country, if appropriate): \_\_\_\_\_  
Names and Citizenship (Country) of General Partners: \_\_\_\_\_

Corporation - State (Country, if appropriate) of Incorporation: Wisconsin

Other (Specify Nature of Entity and Domicile): \_\_\_\_\_

**GOODS AND/OR SERVICES**

Applicant requests registration of the trademark/service mark shown in the accompanying drawing in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et. seq., as amended) for the following goods/services (**SPECIFIC GOODS AND/OR SERVICES MUST BE INSERTED HERE**):

EMPLOYMENT AGENCY SERVICES.

**BASIS FOR APPLICATION: (Check boxes which apply, but never both the first AND second boxes, and supply requested information related to each box checked.)**

Applicant is using the mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(a), as amended.) Three specimens showing the mark as used in commerce are submitted with this application.

- Date of first use of the mark in commerce which the U.S. Congress may regulate (for example, interstate or between the U.S. and a foreign country): 07-15-1992
- Specify the type of commerce: Interstate  
(for example, interstate or between the U.S. and a specified foreign country)
- Date of first use anywhere (the same as or before use in commerce date): 07-01-1992
- Specify manner or mode of use of mark on or in connection with the goods/services: Service mark is used in job bulletins and invoices.  
(for example, trademark is applied to labels, service mark is used in advertisements)

Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(b), as amended.)

- Specify intended manner or mode of use of mark on or in connection with the goods/services: \_\_\_\_\_  
(for example, trademark will be applied to labels, service mark will be used in advertisements)

Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services, and asserts a claim of priority based upon a foreign application in accordance with 15 U.S.C. 1126(d), as amended.

- Country of foreign filing: \_\_\_\_\_
- Date of foreign filing: \_\_\_\_\_

Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services and, accompanying this application, submits a certification or certified copy of a foreign registration in accordance with 15 U.S.C 1126(e), as amended.

- Country of registration: \_\_\_\_\_
- Registration number: \_\_\_\_\_

**NOTE: Declaration, on Reverse Side, MUST be Signed**

EXHIBIT  
TRADEMARK  
REEL: 002031 FRAME: 0775

APPLICANT: Golfutures, Inc.  
BUSINESS ADDRESS: P.O. Box 168  
River Falls, WI 54022  
DATE OF FIRST USE:  
ANYWHERE: At least by 07-01-1992.  
INTERSTATE: At least by 07-15-1992.  
GOODS AND/OR SERVICES: EMPLOYMENT AGENCY SERVICES.

**GOLF FUTURES**

■ **SKINNER AND ASSOCIATES**

619 Second Street; Suite 201  
Hudson, Wisconsin 54016  
Tel.: (715) 386-5800  
FAX: (715) 386-6177  
Internet e-mail: [info@skinnerlaw.com](mailto:info@skinnerlaw.com)

J:\CLIENTS\Karras-Golfutures\DRAWING 17-14.doc

EXHIBIT " A "

TRADEMARK  
REEL: 002031 FRAME: 0776

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Golfutures, Inc.

Mark: GOLFUTURES

Serial No.:

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**POWER OF ATTORNEY**

Assistant Commissioner For Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

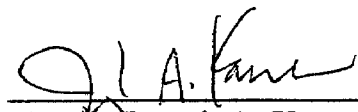
Dear Sir:

Applicant hereby revokes all prior powers of attorney, if any, and appoints **Joel D. Skinner, Jr.**, and **Marvin L. Beekman**, of Skinner and Associates as its attorneys in the above-entitled application, with full power of substitution, association, and revocation, to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected therewith.

Please direct all correspondence to:

**Skinner and Associates**  
**Attn: Marvin L. Beekman**  
**619 Second St., STE. 201**  
**Hudson, WI 54016**  
**Tel. (715) 386-5800**  
**FAX (715) 386-6177**

APPLICANT



Name: Joseph A. Karras  
Title: President

Date: 12-23-99

J:\CLIENTS\Karras-Golfutures\Power of Attorney 17-15.doc

EXHIBIT " A "

TRADEMARK  
REEL: 002031 FRAME: 0777

# INVOICE

Please pay by this invoice.  
No statement will be sent.

Customer Name: Brooks Golf Club  
Attn: Bud

Date Due: Upon Receipt

Invoice No.: 3026

Invoice Date: March 9, 1999

Please make remittance to: GolfFutures, Inc. • PO Box 168 • River Falls WI 54022

\*\*Credit Cards Also Accepted: Visa, MasterCard, American Express & Discover



PO Box 168  
River Falls WI 54022  
Phone 715-425-7797  
Fax 715-425-7792

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>Amount</u>
	Search Services for Course Superintendent	\$ 95.00
TOTAL PAYMENT DUE		\$ 95.00

EXHIBIT " A "

TRADEMARK  
REEL: 002031 FRAME: 0778

THANK YOU!

# SACKS TIERNEY P.A. LAWYERS

Seymour Sacks	Marvin S. Cohen	David C. Tierney
Stephen Aron Benson	Michael R. Rooney	Robert G. Kimball
Stephen P. Linzer	Marcia J. Busching	Randall S. Yavitz
Sharon B. Shively	James W. Armstrong	Steven M. Goldstein
Judith M. Dworkin	Robert J. Lord	Sharon S. Moyer
Candess J. Hunter	Lori R. Miller	Brian E. Ditsch
Sharyl P. Speaker	Steven W. Bienstock	Andrew Lane de Mars
Jonathan H. Randall, P.C.	Gaye L. Gould	Scott B. Cohen
Mark D. Dillon	W. Kevin Bell	Isabel M. Humphrey
Richard H. Herold, Jr.	Julie A. Inderlied	Laura G. Meyer
Stephen A. Wolf	Judith K. Gargiulo	Mary Grace McNear
Laura L. Plimpton		

February 7, 2000

---

Writer's Direct Facsimile: (480) 425-4907  
Writer's Direct Line: (480) 425-2607

**VIA EXPRESS MAIL**  
**POST OFFICE TO ADDRESSEE**  
**RECEIPT NO. EJ723916995US**

BOX ASSIGNMENTS/FEE  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Attention: Assignment Branch

Re: Recordation of Assignment

Dear Sir or Madam:


Enclosed for recording is an Assignment of Pending Application 75879313 to Arroyo, L.L.C., an Arizona limited liability company. The address of the assignee is 7373 N. Scottsdale Road, Suite C-145, Scottsdale, Arizona 85253.

Also enclosed is the completed recordation form cover sheet for this assignment and a check in the sum of \$40.00 in payment of the recording fee prescribed by 37 C.F.R. § 2.6(b)(6). Please return the recorded assignment to the undersigned attorney for the assignee.

Thank you for your assistance. If you have any questions concerning this recordation, please contact me as soon as possible.

Sincerely,

SACKS TIERNEY P.A.



Stephen Aron Benson

SAB:wf  
Enclosures  
Cc: Arroyo, L.L.C. (with enclosures)

4250 North Civic Center Boulevard • Fourth Floor • Scottsdale, Arizona 85251-3900 • (480) 425-2600 • Fax (480) 970-4610  
SWB 322573 GO091-1

**RECORDED: 02/07/2000**

**TRADEMARK**  
**REEL: 002031 FRAME: 0779**