

07-06-2000



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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 **6.5.00**

Conveyance Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year
 05 17 95

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05 17 95

Name Network Golf Limited Partnership

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Ohio Limited Partnership

Receiving Party

Mark if additional names of receiving parties attached

Name Ralph Maltby Enterprises, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 4820 Jacksontown Road

Address (line 2) PO Box 3008

Address (line 3) Newark

City

Ohio/USA

State/Country

43058-3008

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization Ohio

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.)

17/05/2000 DNGUYEN 0000064 1877736

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01 FC:481
02 FC:482

40.00 OP
50.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK

REEL: 002097 FRAME: 0020

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

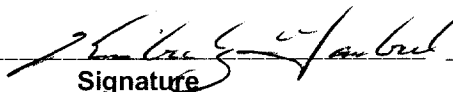
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Kimberly Gambrel
Name of Person Signing


Signature

6-2-00
Date Signed

Agreement

This is a Purchase AGREEMENT between Network Golf Limited Partnership (SELLER) and Ralph Maltby Enterprises, Inc. (BUYER).

1. BUYER will buy from SELLER the SELLER'S complete interest in the entire stock of undelivered club components (Smooth-Fire Drivers, Fire-Escape Utility Metalwoods, Soft-Fire Putters, Distance Whip Shafts) which were originally ordered by SELLER from BUYER in Purchase Order Agreements NG/GW-2 dated 11/24/93 and NG/GW-3 dated 12/23/93, and modified in the deposit Agreement dated 9/22/94 between BUYER and SELLER, SELLER agrees to give up to BUYER SELLER'S complete interest in the combined deposits paid on these purchase orders for the consideration specified in this AGREEMENT.

2. BUYER will buy from SELLER'S inventory, assembled clubs consisting of up to 2,825 Smooth-Fire Drivers, 3,290 Fire-Escape Utility Metalwoods and 3,390 Soft-Fire Putters. Any decrease in the final delivery quantities will be adjusted as outlined below.

3. BUYER will pay to seller the total price of \$275,643.00 for the clubs and components specified above as well as for the additional considerations outlined below. The final price will be adjusted at the time of delivery and payment, if necessary, for shortages of the quantities of assembled clubs. Shortages of Smooth-Fire Drivers and Fire-Escape Utility Metalwoods will be adjusted at the rate of \$14.41 per club. Shortages of Soft-Fire Putters will be adjusted at the rate of \$5.00 per club. Shortages will be deducted from the payment. Payment will be made by check(s) at the time of delivery.

4. As part of this purchase and consideration, SELLER hereby sells to BUYER SELLER'S complete interest in the brand names and trademarks and any other form of intellectual property interest in Smooth-Fire, Fire-Escape, Soft-Fire and Distance Whip. SELLER has obtained Federal Trademark Registration for these marks, and will transfer and assign its ownership and interest in these marks to BUYER. SELLER will deliver to BUYER all documentation in SELLER'S possession with respect to these trademarks registrations.

5. Delivery will take place on May 17, 1995 at SELLER'S place of business, 1301 Hook Drive, Middletown, Ohio. BUYER will provide transportation and freight as needed. At time of delivery, BUYER and SELLER will jointly take a physical count of the inventory to be delivered, and make any payment adjustments as needed for quantity variations.

6. SELLER represents and warrants to BUYER that there are no liens or encumbrances on any of the merchandise being sold by SELLER to BUYER under this Agreement. Further, SELLER shall indemnify and hold BUYER harmless from any claims of third parties, including but not limited to P.A.S.I., which arise directly or indirectly out of this Agreement or the transaction contemplated by this agreement.

7. BUYER will deduct from payment to SELLER the sum of \$44,165.39, which is the total of SELLER'S open invoices payable to BUYER. These invoices are:

Invoice	Date	Amount
159350601	13-Feb-95	229.18
159746001	13-Feb-95	60.99
159832801	15-Feb-95	82.60
159833201	15-Feb-95	151.15
160086901	17-Feb-95	37.00
160861001	03-Mar-95	11662.35
161004301	09-Mar-95	170.00
161006501	09-Mar-95	2957.00
161008801	09-Mar-95	788.65
161010601	09-Mar-95	12061.50
161011801	14-Mar-95	71.15
161302201	14-Mar-95	3642.00
161416901	14-Mar-95	30.50
161992101	14-Mar-95	562.34
202655	16-Mar-95	550.00
161647201	17-Mar-95	1410.00
161850501	17-Mar-95	5360.00
162270801	17-Mar-95	96.65
162599301	21-Mar-95	65.95
161865201	22-Mar-95	615.45
162112301	23-Mar-95	84.05
163596101	03-Apr-95	223.25
163046101	04-Apr-95	97.00
163047201	07-Apr-95	282.75
164038301	12-Apr-95	60.75
164243201	12-Apr-95	18.00
202661	11-Apr-95	2268.00
164956801	13-Apr-95	11.75
164244401	14-Apr-95	33.50
165473601	18-Apr-95	101.75
164956001	19-Apr-95	88.50
165616401	19-Apr-95	65.95
166265001	26-Apr-95	32.50
202667	30-Apr-95	550.00
202668	09-May-95	225.00
CK#02301	04-Mar-95	-459.8
CK#02362	04-Apr-95	-122.02

44,165.39

Computations:	
Payment from Section 3, above	\$275,643.00
Less:	
<u>20</u> Smooth-Fire Drivers @	\$14.41 <u>288.20</u>
<u>132</u> Fire-Escape Woods @	\$14.41 <u>1,902.12</u>
<u>-0-</u> Soft-Fire Putters @	\$5.00 <u>-0-</u>
Accounts Receivable Balance	\$44,165.39
Net Payment	<u><u>229,287.29</u></u>

Network Golf, Inc.

By: Steven A. Currie Date 5/17/95
signature

Printed Name: Steven Currie
Title: President

Ralph Maltby Enterprises, Inc.

By: Kevin Davis Date 5-17-95
signature

Printed Name: Kevin Davis
Title: President