

09-18-2000



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

101460027

817w

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECEIVED
AUG 17 2000

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 MORTGAGE AGREEMENT
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name GOLFPRO INTERNATIONAL, INC

Execution Date
Month Day Year
8/7/00

Formerly _____

R2055656

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

Receiving Party

Mark if additional names of receiving parties attached

Name CREDIT MANAGERS ASSOCIATION of California dba CMA Business Credit Services

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2557 MERCED STREET

Address (line 2) _____

Address (line 3) SAN LEANDRO

CA/USA

94577

- Individual General Partnership Limited Partnership
- Corporation Association

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.)

Other _____

Citizenship/State of Incorporation/Organization CA

FOR OFFICE USE ONLY

09/15/2000 MTHA11 00000442 R2055656

01 FC:481

40.00 00

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: 002136 FRAME: 0575

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 800-833-9848

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

R2055656	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

SUE THOUIN

Name of Person Signing



Signature

8/10/00

Date Signed

**COLLATERAL ASSIGNMENT, PATENT/TRADEMARK/COPYRIGHT
MORTGAGE AND SECURITY AGREEMENT
(CMA)**

This Collateral Assignment, Patent/Trademark/Copyright Mortgage and Security Agreement ("Assignment") is made as of August 7, 2000, by and between GolfPro International, Inc. ("Assignor") and Credit Managers Association of California dba CMA Business Credit Services ("CMA") as Trustee for Assignor's creditors ("Assignee").

RECITALS

A. Assignee is the trustee of the general unsecured creditors ("Creditors") of Assignor. Assignor and Assignee have entered into a Security Agreement dated May 5, 2000 ("Security Agreement") to secure the payment and performance of Assignor's obligations to its Creditors and CMA.

B. Assignor has agreed to assign certain intangible property to Assignee for the purpose of further securing the obligations of Assignor to its Creditors and CMA.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Assignment, Patent/Trademark/Copyright Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all Assignor's present or future indebtedness and liabilities to Assignee and the Creditors, Assignor hereby assigns, transfers, conveys and grants to Assignee a security interest and mortgage against Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

a. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit "A" attached hereto (collectively, the "Patents");

b. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. Any and all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

d. Any trademark and servicemark rights, whether registered or not,

applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit "B" attached hereto (collectively, the "Trademarks");

e. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including, without limitation, those set forth on Exhibit "C" attached hereto (collectively, the "Copyrights");

f. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

g. All licenses or other rights to use any of the Patents, Trademarks or Copyrights, and all license fees and royalties arising from such use; and

h. All amendments, renewals and extensions of any of the Patents, Trademarks or Copyrights; and

i. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE AND THE CREDITORS UNDER THE SECURITY AGREEMENT.

2. Authorization and Request. Assignor authorizes and requests that the Commissioner of Patents and Trademarks and the Registrar of Copyrights record this conditional assignment.

3. Covenants and Warranties.

a. Assignor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Assignor to its customers or franchisees in the ordinary course of business and except for liens, encumbrances or security interests granted to Assignee under the Security Agreement.

b. Performance of this Assignment does not conflict with or result in a breach of any agreement to which Assignor is a party or by which Assignor is bound.

c. During the term of this Assignment, Assignor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Assignor in the ordinary course of business.

d. Each of the Patents, Trademarks and Copyrights is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party.

e. Assignor shall promptly advise Assignee of any material change in the composition of the Collateral, including, but not limited to, any subsequent ownership right of the Assignor in or to any Patent, Trademark or Copyright not specified in this Assignment.

f. Assignor shall, at Assignor's sole expense, (i) protect, defend and maintain the validity and enforceability of the Patents, Trademarks and Copyrights, (ii) use its best efforts to detect infringements of the Patents, Trademarks and Copyrights and promptly advise Assignee in writing of material infringements detected, and (iii) not allow any Patents, Trademarks and Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Assignee, which shall not be unreasonably withheld.

g. Assignor shall, at Assignor's sole expense, promptly register the most recent version of any of Assignor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Assignee may request from time to time to perfect or continue the perfection of Assignee's interest in the Collateral.

h. This Assignment creates, and in the case of after-acquired Collateral, this Assignment will create at the time Assignor first has rights in such after-acquired Collateral, in favor of Assignee a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of Assignor's obligations to its Creditors and CMA upon the filings referred to in clause (i) below.

i. Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Registrar of Copyrights with respect to the Copyrights as necessary to perfect security interests and assignment created hereunder, and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Assignment by Assignor or (ii) for the perfection in the United States or the exercise by Assignee of its rights and remedies hereunder.

j. All information heretofore, herein or hereafter supplied to Assignee by or on behalf of Assignor with respect to the Collateral is accurate and complete in all material

respects.

k. Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder without Assignee's prior written consent. Assignor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Assignor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

l. Upon any officer of Assignor obtaining knowledge thereof, Assignor will promptly notify Assignee in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Assignor or Assignee to dispose of any of the Collateral or the rights and remedies of Assignee in relation thereto, including the levy of any legal process against any of the Collateral.

4. Assignee's Rights. Assignee shall have the right, but not the obligation, to take, at Assignor's sole expense, any actions that Assignor is required under this Assignment to take but which Assignor fails to take, after five (5) days' notice to Assignor. Assignor shall reimburse and indemnify Assignee for all costs and expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Assignor hereby grants to Assignee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Assignor, and any of Assignor's and its subcontractors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold under any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Assignor and as often as may be reasonably requested; provided, however, except in connection with the exercise of Assignee's remedies as provided in Section 8 hereof, nothing in this Section 5 shall entitle Assignee access to Assignor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

a. On a continuing basis, Assignor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Registrar of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect Assignee's security interest in all Patents, Trademarks and Copyrights and otherwise to carry out the intent and purposes of this Collateral Assignment, or for assuring and confirming to Assignee the grant or perfection of a security interest in all Collateral.

b. Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, Assignee or otherwise, from time to time in Assignee's discretion, to take any action and to execute any instrument which Assignee may deem necessary or advisable to accomplish the purposes of this Collateral Assignment, including:

- i. To modify, in its sole discretion, this Collateral Assignment without first obtaining Assignor's approval of or signature to such modification by amending Exhibits "A", "B" and "C" hereto, as appropriate, to include reference to any right, title or interest in any Patents, Trademarks and Copyrights acquired by Assignor after the execution hereof or to delete any reference to any right, title or interest in any Patents, Trademarks and Copyrights in which Assignor no longer has or claims any right, title or interest; and
- ii. To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Assignor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Assignment:

- a. An Event of Default occurs under the Security Agreement or this Assignment; or
- b. Assignor breaches any warranty or agreement made by Assignor in the Security Agreement or this Assignment.

8. Remedies. Upon the occurrence of an Event of Default, Assignee shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code and/or applicable federal law, including, without limitation, the right to require Assignor to assemble the Collateral and any tangible property in which Assignee has a security interest and to make it available to Assignee at a place designated by Assignee. Assignee shall have a nonexclusive, royalty free license to use the Patents, Trademarks and Copyrights to the extent reasonably necessary to permit Assignee to exercise its rights and remedies upon the occurrence of an Event of Default. Assignor will pay any expenses (including attorneys' fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including, without limitation, any expense incurred in disposing of the Collateral. All of Assignee's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Assignor agrees to defend, indemnify and hold harmless Assignee and its officers, employees, representatives, attorneys and agents against: (a) all obligations, demands,

claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Assignment, and (b) all losses or expenses in any way suffered, incurred or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and Assignor, whether under this Assignment or otherwise (including, without limitation, attorneys' fees and expenses), except for losses arising from or out of Assignee's gross negligence or willful misconduct.

10. Reassignment. At such time as Assignor shall completely satisfy all of the obligations secured hereunder, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Assignee under this Assignment.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this Assignment is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This Assignment may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Notices. Any notice required to be given to Assignor or Assignee in connection with this Assignment shall be in writing and shall be delivered to the addresses set forth below:

To Assignor: Ron C. Davies
 President
 GolfPro International, Inc.
 1155 Meridian Avenue, Suite 214
 San Jose, CA 95125

With Copy to: Lincoln A. Brooks, Esq.
 Brooks & Raub, A Professional Corporation
 721 Colorado Avenue, Suite 101
 Palo Alto, CA 94303-3913

To Assignee: Charles E. Brooks
Credit Managers Association of California,
dba CMA Business Credit Services
2557 Merced Street
P.O. Box 1838
San Leandro, CA 94577

With Copy to: Janice M. Murray, Esq.
Murray & Murray, A Professional Corporation
19330 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014-2526

16. Severability. If one or more provisions of this Assignment shall be held to be invalid or unenforceable, such provision shall be deemed separable from the remaining provisions and shall not affect the validity of any of the other provisions of this Assignment.


17. California Law and Jurisdiction. This Assignment shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee consent to the non-exclusive jurisdiction of any state or federal court located in Santa Clara County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

ASSIGNOR:

Address of Assignor: 1155 Meridian Avenue, Suite 214
San Jose, CA 95125

GOLFPRO INTERNATIONAL, INC.

By: 
Ron C. Davies, President

ASSIGNEE:

Address of Assignee: 2557 Merced Street
San Leandro, CA 94577

CREDIT MANAGERS ASSOCIATION
OF CALIFORNIA, dba CMA BUSINESS
CREDIT SERVICES

By: 
Robert J. Hoder, Secretary

Patent Portfolio

Name: GOLFPRO INTERNATIONAL, INC.

5,944,132 Method and apparatus for controlling robotic golf caddy apparatus

5,711,388 Robotic golf caddy apparatus and method

D389,782 Robotic golf bag carrying cart

EXHIBIT A

TRADEMARK
REEL: 002136 FRAME: 0584

USPTO Summary Page

Trademark	Status	International Class(es)	Registration Number	Serial Number	Page
1. INTELECADY	REGISTERED	9	R2055656	74-375087	5

EXHIBIT B

• **Exhibit "C"**

List of Copyrights

None.