

09-12-2002



9/12/02

To the Honorable Commi:

102219239

ached original documents or copy thereof.

1. Name of conveying party(ies):

Hansberger Precision Golf, Inc.

9-12-02

- Individual(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: Asset purchase
- Merger
- Change of Name

Execution Date: January 24, 2002

2. Name and address of receiving party(ies):

Gen-X Sports Inc.  
36 Dufflaw Road  
Toronto, Ontario, CANADA M6A 2W1

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- Corporation: Delaware
- Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & addresses attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Reg. No.(s):

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Harriet E. Perkins, Esq.  
Drinker Biddle & Reath LLP  
1000 Westlakes Drive, Suite 300  
Berwyn, PA 19312

Attorney Docket No. 144223

6. Total number of applications and registrations involved: ..... 20

7. Total fee (37 CFR 3.41) \$ 515.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Harriet E. Perkins  
Name of Person Signing

Harriet E. Perkins  
Signature

9/11/02  
Date

Total number of pages including cover sheet, attachments and document: 17

09/12/2002 DBYRNE 00000209 1895739

01 FC:481  
02 FC:482

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

#9

D2

**Recordation List of the Trademarks for the  
Gen-X Sports Inc. Asset Purchase of Hansberger Precision Golf, Inc.**

**Registrations**

1,895,739  
2,226,040  
1,973,472  
1,043,624  
2,349,328  
1,306,228  
1,420,254  
1,488,656  
1,323,435  
1,949,673  
1,309,232  
1,421,254  
1,247,799  
1,243,793  
1,324,804  
1,718,352  
1,013,005

**Applications**

76/299,670  
76/299,671  
76/299,672

IN RE: U.S. Trademark Registration No. 1,895,739

MARK: BALATA LB

ISSUED: May 23, 1995

OWNER: Gen-X Sports AG

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Drinker Biddle & Reath LLP, whose postal address is One Logan Square, 18<sup>th</sup> and Cherry Streets, Philadelphia, PA 19103-6996, is hereby designated as Owner's domestic representative upon whom notices or process in proceedings affecting the mark may be served.

**POWER OF ATTORNEY**

Applicant hereby appoints:

Arthur H. Seidel, a member of the bars of New York, Pennsylvania and the District of Columbia; Gregory J. Lavorgna, a member of the bars of Pennsylvania and the District of Columbia; Daniel A. Monaco, a member of the bars of Pennsylvania and New Jersey; Thomas J. Durling, a member of the bar of Pennsylvania; John J. Marshall, a member of the bar of Pennsylvania; Stephen J. Meyers, a member of the bars of New York and Pennsylvania; Nancy Rubner Frandsen, a member of the bar of Pennsylvania; Harriet E. Perkins, a member of the bars of Pennsylvania and the District of Columbia; Joseph R. DelMaster, Jr., a member of the bar of Pennsylvania; Robert E. Cannuscio, a member of the bars of Pennsylvania and Connecticut; Michael F. Snyder, a member of the bar of Pennsylvania; Susan F. Evans, a member of the bar of Pennsylvania and Cheryl L. Slipski, a member of the bars of Pennsylvania and Connecticut; with offices at One Logan Square, 18<sup>th</sup> and Cherry Streets, Philadelphia, PA 19103-6996 (Tel.: 215-988-2700), as our attorneys, with full power of substitution and revocation, to transact all business in connection with the above-referenced registration.

Date: Sept 16/02

GEN-X SPORTS AG

BY: 

KERRY WASSERMAN

## PURCHASE AND ROYALTY AGREEMENT

THIS AGREEMENT is made as of January 24, 2002 by and among GEN-X SPORTS INC., a Delaware corporation, ("Purchaser") and HANSBERGER PRECISION GOLF, INC., a Delaware corporation ("Seller")

### RECITALS:

A. Seller is engaged in the business of designing, manufacturing, distributing and selling golf balls (the "Business"); and

B. Purchaser and Seller have agreed that Purchaser shall purchase and Seller shall sell certain of the assets used in the Business on the terms and subject to the conditions contained herein.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### 1. Sale and Purchase of the Assets.

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, on the terms and conditions herein contained, and in reliance on the respective representations and warranties of the parties, the following assets of Seller (collectively, the "Assets"):

- (a) Inventory ("Inventory") of the Seller listed in Schedule 1(a).
- (b) Customer and vendor lists ("Trade Secrets") including, without limitation, as listed on Schedule 1(b).
- (c) All trademarks, service marks, and trade names and registrations and application for registrations thereof ("Trademarks").

The aforesaid Trade Secrets and Trademarks owned by or under the control of Seller and collectively hereinafter referred to as "Intellectual Property" and listed in Schedule 1(c).

- (d) Seller's rights in telephone and telecopy numbers used in connection with the Business ("Numbers"). The aforesaid Intellectual Property and Numbers hereinafter collectively referred to as "Proprietary Rights".
- (e) All other tangible and intangible Assets of Seller listed on Schedule 1(e) attached hereto.

For purposes of this Agreement, "Excluded Assets" shall mean: (i) cash; (ii) accounts receivable; (iii) shares or stock of any corporation or company; (iv) any Leases; (v) any inter-company receivables owing by any officer of the Seller; (vi) all patents, designs, molds and processes which are owned by adidas TaylorMade Golf in connection with its manufacture and

development of golf balls on behalf of Seller, and (vii) any golf balls bearing logos currently in Seller's inventory.

2. No Assumption of Liabilities.

It is expressly understood and agreed that Purchaser shall not be liable for and shall not assume any liabilities, obligations, commitments or indebtedness of Seller of any kind, character or description, whether accrued, absolute, contingent or otherwise, including, without limitation, liabilities, obligations and expenses (a) for federal, state and local income taxes, employment taxes and property taxes, (b) arising out of or relating to this Agreement, the negotiation hereof, and the consummation of transactions contemplated hereby, or (c) arising out of or relating to any pension plan, profit sharing plan, deferred compensation plan, bonus plan, stock option or purchase plan, or any other employee benefit plan. Purchaser shall be under no obligation to retain any current employees of Seller or to pay any severance, termination payments or other benefits with respect to such employees, for which Seller expressly indemnifies the Purchaser.

3. Purchase Price and Royalty Payments.

The aggregate purchase price and royalty payments ("**Purchase and Royalty Payments**") will be a minimum of US\$468,022.00, subject to adjustment as hereinafter set forth.

4. Payment of Purchase Price and Royalty Payments.

The Purchase Price and Royalty Payments will be paid as follows:

- (a) US\$68,022.00 on account of inventory, payable on or before July 28, 2002, adjusted for actual inventory available, 11,338 packages, at Seller's place of business in Mississippi;
- (b) US\$5,555.00 payable on the first day of each month commencing and including February 1, 2002 to and including January 1, 2008.
- (c) an amount, if any, by which the Royalty Amount for each calendar year (from and including 2002 to and including 2007) exceeds \$66,666.00, up to an aggregate limit of US\$200,000.00, calculated and payable on February 1 of each year commencing and including February 1, 2003 to and including February 1, 2008. The term "**Royalty Amount**" means an amount equal to \$0.02 for each Royalty Ball sold by or under authorization of Purchaser during each calendar year (from and including 2002 to and including 2007). The term "**Royalty Ball**" means each golf ball sold by or under authorization of Purchaser, or transferee of Purchaser, bearing any of the Trademarks, the rights to which are being conveyed by Seller under this Agreement including any other trademark of Purchaser containing the word "Ram", and any other trademarks likely to cause confusion with any of the Trademarks, the rights to which are being conveyed herein. A "sale" of a Royalty Ball shall be considered to have occurred when the Royalty Ball is shipped to the customer. In determining the

Royalty Amount, returns on Royalty Balls shall be credited in the year received against the total Royalty Balls sold in that calendar year.

- (d) Purchaser shall provide annually to Seller an accounting of Royalty Balls sold, certified by an authorized officer of Purchaser, beginning February 1, 2003.
- (e) Seller shall have the right, at Seller's expense, to select an independent auditor to audit once a calendar year the records of Purchaser regarding the accounting of Royalty Balls.
- (f) If a discrepancy is found which underreported more than ten (10%) percent of the Royalty Balls sold, Purchaser shall pay all reasonable costs connected with the audit.

5. **Closing.**

The consummation of the transaction contemplated hereby (the "Closing") shall occur on or before January 28, 2002 (the "Closing Date") at such time and place as Seller and Purchaser shall mutually agree.

6. **Conditions to Obligations of Purchaser to Close.**

Purchaser's obligation to close the transactions described herein shall be subject to the satisfaction, on or before the Closing, of the following conditions unless waived in writing by Purchaser:

- (a) Each of the representations and warranties of Seller contained herein, and in any certificate delivered pursuant hereto, shall be true and correct in all material respects on and as of the Closing Date.
- (b) The parties shall have obtained all necessary or desirable approvals and consents.
- (c) Seller shall have delivered to Purchaser, within ten (10) days of Closing, the following transfer documents:
  - (i) A Bill of Sale with full warranties of title, condition of property and fitness for use dated as of the date hereof, conveying to Purchaser good and marketable title to the Assets;
  - (ii) Assignments duly executed by Seller and sufficient to transfer to Purchaser all right, title and interest in and to all Proprietary Rights;each of items (i) and (ii) above, inclusive, in form and substance satisfactory to Purchaser acting reasonably.
- (d) Seller shall have delivered to Purchaser possession of the Assets at Seller's current business address.

7. **Representations and Warranties of Seller.**

Seller hereby represents and warrants to Purchaser as of the date hereof and as of the Closing as follows:

- (a) **Organization; Qualification.** Seller is a duly organized and validly existing entity in good standing under the laws of the state of its organization.
- (b) **Authority.** Seller is duly authorized to execute, deliver and perform this Agreement and all required corporate action with respect thereto has been duly and validly taken. This Agreement is a legal, valid and binding agreement of Seller and is enforceable against Seller in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or by the unavailability of equitable remedies.
- (c) **Compliance with Law.** The Business and the employment or engagement of its employees and agents have been conducted in accordance with all applicable laws, regulations or requirements of governmental authorities. No notice of violation of any law, ordinance or administrative regulation including, without limitation, all applicable environmental laws, regulations and requirements, has been received with respect to the Business or, to the knowledge of Seller, has been threatened.
- (d) **Litigation.** There are no actions, suits, claims, proceedings or investigations pending or to the Seller's knowledge, threatened, in any court or before any governmental agency or instrumentality against or affecting the Business or the Assets, or which would prevent the carrying out of this Agreement, or any of the transactions contemplated hereby or which could cause this Agreement to be declared unlawful or cause the rescission hereof.
- (e) **Continuing Obligations.** There are no contracts, agreements or continuing obligations of any nature whatsoever in respect to the Assets or the Business which in any manner bind or affect Purchaser, the Assets or the Business and other than those entered into in the ordinary course of business (such as purchase orders for goods and the like),
- (f) **Title of Properties and Condition of Assets.** Seller has and is transferring good, marketable and indefeasible title to all of the Assets free and clear of any security interests, liens, claims, charges, equities or encumbrances whatsoever. All tangible items used in connection with the Business are in good operating condition and repair.

8. **Representations and Warranties of Purchaser.**

Purchaser hereby represents and warrants to Seller as follows:

- (a) **Organization.** Purchaser is a duly organized and validly existing corporation in good standing under the laws of the State of Delaware.
- (b) **Authority.** Purchaser is duly authorized to execute, deliver and perform this Agreement and all required corporate action with respect thereto has been duly and validly taken.

9. **Covenants of Seller.**

Seller covenants and agrees with Purchaser as follows:

- (a) Seller shall promptly discharge when due any and all liabilities related to the Business which affect the Assets or which may affect the Business after the Closing, except for those liabilities which are being contested in good faith.

10. **Expenses.**

Each party shall bear their own expenses incident to this Agreement and the transactions contemplated hereby, including without limitation, all fees of counsel, accountants and consultants incurred in connection with this transaction.

11. **Restrictive Covenants.**

The Seller agrees that it shall not, and none of the principals of the Seller (the "Principals") shall, either directly or indirectly, on his or its own account, or as an employee, consultant, agent, partner, joint venturer, owner, officer, director or stockholder of any other person or other entity, or in any other capacity, in any way

- (a) use for itself, himself or for any other person or other entity, or divulge or disclose in any manner to any person or other entity, the identity of the customers of the Business, the methods of operation, financial data, sources of supply, know-how, pricing information, records, books, agreements, techniques, formats, procedures, systems, methodologies, databases or other trade secrets or confidential or proprietary information used in or relating to the Business (hereinafter referred to as the "Confidential Information") except on behalf of Purchaser. Notwithstanding anything to the contrary contained in this Agreement, the term "Confidential Information" shall not include (a) information, processes or techniques which are or become known to the general public other than through disclosure (whether deliberate or inadvertent) by the Seller; or (b) disclosure of Confidential Information in judicial or administrative proceedings to the extent the Seller is legally compelled to disclose such information, provided the Seller shall have used his best efforts, and shall have afforded Purchaser the opportunity, to obtain an appropriate protective order or other insurance satisfactory to Purchaser of confidential treatment for the information required to be so disclosed; or (c) information rightfully received by the Seller from a third party without similar restrictions and without breach of this or a similar agreement; or



(d) information which is approved for release in writing by the Purchaser; or (e) Seller, nor either shareholder; specifically Thomas Hansberger and Gregory Dinkins shall not compete for a period of twenty-four (24) months with any business connected around the Purchaser. They shall not own or finance such business directly or indirectly.

12. **Indemnification.**

(a) **Indemnification of Purchaser.** The Seller agrees to indemnify, defend and hold Purchaser and its shareholders, directors, officers, employees, agents successors and assigns harmless from and against any and all reasonable costs, expenses, losses, damages, fines, penalties or liabilities, court costs, litigation expenses, reasonable attorneys' fees and accounting fees (collectively, "Damages") suffered, sustained or incurred by Purchaser with respect to, arising from or in connection with, or alleged to result from, arise out of, or in connection with:

- (i) a breach by any Seller of any representation, warranty or agreement made by or applicable to any Seller or Principal and contained in this Agreement or in any certificate or other document delivered to Purchaser at closing;
- (ii) any claim of third parties against the Purchaser relating to the operation of the Business before but not on or after the Closing Date;
- (iii) any failure to comply with any bulk sales law or requirement applicable to the transaction;
- (iv) any claim by any current employee of Seller.
- (v) any claim submitted pursuant to the Product Warranty for product sold prior to the Date of Closing.

In the event Purchaser is entitled to indemnification hereunder, Purchaser is hereby authorized to set off against any payments due to Seller the amount of Seller or Principal's indemnification obligation hereunder.

13. **Survival.**

Unless otherwise stated herein, all covenants, agreements, representations and warranties of any party hereto set forth herein shall survive the Closing for a period of twelve (12) months. Any representation and warranty herein or in any such certificate or writing shall be deemed to be material and to have been relied upon by the party or parties to which made, notwithstanding any investigation or inspection made by or on behalf of such party or parties and shall not be affected in any respect by any such investigation or inspection.

14. Notices.

All notices shall be in writing and shall be delivered personally, sent by overnight courier, sent by facsimile or telecopier, or sent by United States certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

(a) If to Purchaser:

Gen-X Sports Inc.  
36 Dufflaw Road  
Toronto, Ontario  
M6A 2W1  
Attn: Mr. K. Finkelstein

(b) If to Seller before February 28, 2002:

Hansberger Precision Golf, Inc.  
1278 Highway 9 South  
Pontotoc, Mississippi  
38863  
United States of America  
Attn: Mr. T. Hansberger

If to Seller after February 28, 2002:

Hansberger Precision Golf, Inc.  
P.O. Box 300  
Pontotoc, Mississippi  
38863  
United States of America  
Attn: Mr. T. Hansberger

or to such other address or addresses as the intended recipient shall from time to time designate by written notice delivered in accordance herewith. Notice by courier or certified or registered mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or the date of attempted delivery where delivery is refused by the intended recipient. All notices and communications required, contemplated or permitted by this Agreement to be delivered in person shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date of personal delivery. Any notice sent by facsimile or telecopier as provided above shall be deemed delivered upon its actual receipt by the intended recipient.

15. **Modification and Waiver.**

Any party hereto may by written instrument unilaterally waive any right or benefit to which such party is entitled under this Agreement. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right or remedy at any other time or times.

16. **Severability.**

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof, and any provision hereof which is adjudicated to be invalid or unenforceable shall be severed from this Agreement, provided however that such severance is to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

17. **Benefit.**

This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

18. **Further Action.**

Each of the parties hereto agrees to do, execute, acknowledge and deliver all such further acts, instruments and assurances on or after the date hereof, as shall be necessary or desirable to consummate and effect the transaction contemplated hereby.

19. **Exhibits and Captions.**

Each of the Exhibits and Schedules hereto shall be deemed a part of this Agreement and the contents thereof are hereby incorporated herein by this reference. The captions and headings are inserted for convenience of reference only and are not a part hereof, and this Agreement shall not be construed or interpreted by reference thereto.

20. **Counterparts.**

This Agreement may be executed by telecopier and in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one document.

21. **Governing Law and Arbitration.**

This Agreement and the rights and obligations of the parties hereto shall be governed exclusively by and construed in accordance with the laws of the State of Illinois, notwithstanding its conflicts of laws rules. Seller hereby consents and submits to the exclusive jurisdiction and venue of the State of Illinois and the Federal Courts for the Northern District of Illinois with respect to any actions or causes of action arising hereunder. The parties agree that any dispute arising under the terms of this Agreement shall be submitted to binding arbitration in Chicago, Illinois pursuant to the Commercial Arbitration Rules of the American Arbitrator Association. Arbitration shall be by a single arbitrator experienced in commercial contract laws and selected by Purchaser and Seller in accordance with the Commercial Arbitration Rules of the American Arbitrator Association. Any party found in material breach of this Agreement shall pay all costs, including reasonable attorney's fees, to the injured party resulting from the arbitration.

22. **Transfer.**

In the event that Purchaser transfers any or all of the Assets conveyed under this Agreement, Purchaser shall remain liable to pay the balance of the Purchase and Royalty Payments due in accordance with the terms of this Agreement.

23. **Entire Agreement.**

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all prior negotiations, understandings and agreements are merged herein. This Agreement may not be modified or rescinded except pursuant to a written instrument signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first above written.

HANSBERGER PRECISION GOLF, INC.  
a Delaware corporation

By: Thomas H. Hansberger  
Its: PRESIDENT

Thomas H. Hansberger  
Thomas Hansberger

Gregory Dinkins  
Gregory Dinkins

GEN-X SPORTS INC.  
a Delaware corporation



By: \_\_\_\_\_  
Its: CHAIRMAN & CHIEF FINANCIAL  
OFFICER

**HANSBERGER PRECISION GOLF TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Issued</u>
GOLDEN GIRL	1,043,624	7-13-76
BALATA LB	1,895,739	5-23-95
THE GAME IMPROVEMENT GOLF BALLS	1,973,472	5-7-96
EXTRAVA	2,226,040	2-23-99
REACTIVE	2,349,328	5-16-00

<u>Trademark</u>	<u>Serial No.</u>	<u>Filed</u>
RAM TOUR	76/299,670	8-3-01
GOLDEN RAM	76/299,671	8-3-01
RAM 3-D	76/299,672	8-3-01

Wednesday, January 23, 2002 Country List

Client: 408

Trademark	Status	Country	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
ACRA	ABANDONED	JP	408.00008	06-087212	0-Aug-1994				WAV
Assignee: HANSBERGER PRECISION GOLF, IN									
ACRA	Abandoned	US	408.00005	74/502,656	7-Mar-1994	921,032	19-Sep-1995	19-Sep-2005	WAV
Assignee: HANSBERGER PRECISION GOLF									
BALATA LB	Registered	US	408.00002	74/457,773	8-Nov-1993	1,895,739	23-May-1995	23-May-2005	WAV
Assignee: HANSBERGER PRECISION GOLF									
Bighorn	ABANDONED	US	408.00003	74/449,672	20-Oct-1993				WAV
Assignee: HANSBERGER PRECISION GOLF									
EXTRAVA	Registered	US	408.00014	75/433,850	13-Feb-1998	2,226,040	23-Feb-1999	23-Feb-2009	WAV
Assignee: HANSBERGER PRECISION GOLF, INC.									
INTRALINK	ABANDONED	US	408.00011	74/654,419	1-Mar-1995				WAV
Assignee: HANSBERGER PRECISION GOLF, INC.									
OS 172	Abandoned	US	408.00001	74/449,548	20-Oct-1993	1,888,598	11-Apr-1995	11-Apr-2005	JVC
Assignee: HANSBERGER PRECISION GOLF									
REACTIVE	Registered	US	408.00015	75/463,604	07-Apr-1998	3,349,328	16-May-2000	16-May-2010	WAV
Assignee: HANSBERGER PRECISION GOLF, INC.									
Skyball	ABANDONED	US	408.00004	74/449,671	20-Oct-1993				WAV
Assignee: HANSBERGER PRECISION GOLF									
TDX 150	Abandoned	US	408.00007	74/544,354	28-Jun-1994	1,949,673	16-Jan-1996	16-Jan-2006	WAV
Assignee: HANSBERGER PRECISION GOLF									
The Game Improvement Golf Balls	Registered	US	408.00009	74/581,830	04-Oct-1994	1,973,472	07-May-1996	07-May-2006	WAV
Assignee: HANSBERGER PRECISION GOLF									

Wednesday, January 23, 2002 Country List

Client: 1563 Hamberger Precision Golf

Trademark	Status	Country: US	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
GOLDEN GIRL	Registered	United States of America	1563.00000	73/027,866	26-Jul-1974	1,043,624	13-Jul-1976	13-Jul-2006	WAV
GOLDEN RAM	Pending		1563.00004	76/299,671	3-Aug-2001				WAV FWM
RAM 3-D	Pending		1563.00003	76/299,672	3-Aug-2001				WAV FWM
RAM TOUR	Pending		1563.00002	76/299,670	3-Aug-2001				WAV FWM



**ASSIGNMENT OF TRADEMARK RIGHTS**

WHEREAS, HANSBERGER PRECISION GOLF INCORPORATED ("HPG"), a Delaware corporation, of 1279 Highway 9 South, Pontotoc, Mississippi 38863, United States of America, and GEN-X SPORTS INC. ("Gen-X"), a Delaware corporation, of 36 Dufflaw Road, Toronto, Ontario M6A 2W1, Canada have entered into a Purchase and Royalty Agreement dated January 24, 2002; and

WHEREAS, pursuant to the Purchase and Royalty Agreement, HPG has assigned its various trademark rights specified therein and further is obligated to deliver an assignment duly executed by HPG sufficient to transfer to Gen-X all right, title and interest in and to all of the various trademark rights;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, HPG does hereby assign to Gen-X:

1. All right, title and interest in and to the following trademarks, in and outside the United States, and the goodwill of the HPG business symbolized thereby, including specifically all license rights obtained pursuant to an April 30, 1993 License Agreement between HPG and Ram Golf Corporation:

BALATA LB	EXTRA VA
GOLDEN GIRL	GOLDEN PRO
GOLDEN RAM	GOLDEN RAM 492
LASER	PRO SPIN
RAM	RAM 3-D
RAM TEMPEST	RAM TOUR
RAM TOUR LB	RAM TOUR LITE
RAM TOUR REACTIVE	RAM TOUR XDC
RAM TOUR XV2	RAMSEYE
REACTIVE	SPORTSMAN
THE GAME IMPROVEMENT	WIZARD
GOLF BALLS	

2. All right, title and interest in and to the following trademark registrations and applications for trademark registration, and the goodwill of the HPG business symbolized by the trademark which is registered or for which registration is sought:

<u>Trademark</u>	<u>Registration No.</u>	<u>Issued</u>
GOLDEN GIRL	1,043,624	7-13-76
BALATA LB	1,895,739	5-23-95
THE GAME IMPROVEMENT GOLF BALLS	1,973,472	5-7-96
EXTRAVA	2,226,040	2-23-99
REACTIVE	2,349,328	5-16-00

<u>Trademark</u>	<u>Serial No.</u>	<u>Filed</u>
RAM TOUR	76/299,670	8-3-01
GOLDEN RAM	76/299,671	8-3-01
RAM 3-D	76/299,672	8-3-01

Signed at Pontotoc, Mississippi, this 4<sup>th</sup> day of February, 2002.

HANSBERGER PRECISION GOLF  
INCORPORATED

By: Thomas L. Hansberger  
Thomas L. Hansberger  
President

Witness: Darlene Montgomery

MY COMMISSION EXPIRES:  
DECEMBER 20, 2002

-2-