

11-22-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103339455
TRADEMARKS ONLY

2006 NOV 20 PM 7:00

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Nitro Leisure Products, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NitroGolf, LLC
 Internal
 Address: P.O. Box 563
 Street Address: 233 East Chicago Street
 City: Milwaukee
 State: Wisconsin
 Country: U.S. Zip: 53201

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Wisconsin

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 4, 2004

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1501459

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Mark: NITRO
Class: 028 (Golf Balls)

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

Name: Attorney Michael A. Baird
 Internal Address: Suite 1800
 Street Address: 633 West Wisconsin Avenue
 City: Milwaukee
 State: Wisconsin Zip: 53203
 Phone Number: 414-271-8833
 Fax Number: 414-271-2866
 Email Address: mbaird@ssc.law.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date: _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:

11/21/2006 DBYRNE 00000032 1501459

Signature

Date

11/19/06

40.00 DP Michael A. Baird
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11-20-06

11/21/2006 DBYRNE 00000032 1501459
01 FC:8521

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated and effective March 4, 2004, by and between NitroGolf, LLC, a Wisconsin limited liability company (the "Buyer") and Nitro Leisure Products, LLC, a Delaware limited liability company (the "Company"). Buyer and Company are collectively referred to herein as the "Parties" and individually as a "Party." Capitalized terms used herein shall have the meanings set forth in this Agreement.

RECITALS

A. The Company has been in the business of selling to the public and retailers, at a price substantially less than the original selling price, golf balls that have been retrieved from golf course hazards and either (i) cleaned and washed or (ii) cleaned, washed, and re-clear coated.

B. The Company owns the website www.golfballsdirect.com, which is a retail distribution site for the sale of used golf balls as well as new golf balls. The used golf balls, whether (i) cleaned and washed or (ii) cleaned, washed, and re-clear coated, but excluding refurbished golf balls, and the new golf balls are collectively referred to herein as the "Product" or "Products."

C. In the past the Company has also refurbished used golf balls which it marketed and sold to consumers and retailers. Pursuant to that certain Final Judgment and Injunction Upon Consent entered on or about January 23, 2004 by the United States District Court, Southern District of Florida for Consolidated Case No: 02-14008-CIV-Middlebrooks/Lynch (the "Consent Decree"), the Company, its successors and assigns, are, as provided therein, enjoined from refurbishing used golf balls.

D. The Company is exiting the used and new golf ball business and is in the process of liquidating substantially all of its assets related thereto.

E. Pursuant to Paragraph 7 (Clear Coated Used Golf Ball Disclaimer) of the Confidential Settlement Agreement between Acushnet Company and the Company (the "Clear Coated Disclaimer"), Company, its successors and assigns, are permitted, as provided therein, to re-clear coat used Titleist brand golf balls for resale to the public.

F. The Buyer desires to purchase from the Company, and the Company desires to sell to the Buyer, substantially all of the assets of the Company "AS IS", "WHERE IS," and "WITHOUT WARRANTY AS TO FITNESS FOR ANY PURPOSE OR MERCHANTABILITY" and the Buyer is willing to assume certain specified liabilities and obligations of the Company directly related to such assets, all upon the terms and conditions set forth in this Agreement.



AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. PURCHASE AND SALE OF ASSETS

1.1 Assets to be Transferred. Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined) the Company shall sell, transfer, convey, assign, and deliver to the Buyer, and the Buyer shall purchase and accept, "AS-IS", "WHERE IS", and "WITHOUT WARRANTY AS TO FITNESS FOR ANY PURPOSE OR MERCHANTABILITY", substantially all of the assets, tangible and intangible, and all licenses and designs, held by the Company as of the Closing (collectively, the "Purchased Assets"), including:

(a) **Intellectual Property.** All of the Company's interest in any intellectual property such as patents, trademarks, copyrights and related applications thereto, trade secrets, and license rights from third parties (except for non-industry specific software), to the extent freely transferable or assignable by the Company without any further consideration to any third party, excluding therefrom any intellectual property relating to the refurbishment of used golf balls;

(b) **Machinery and Equipment.** Except for those assets set forth in Sections 1.2(c) and (d), all of the Company's machinery, equipment, tools, supplies, spare parts, furniture and all other personal property owned by the Company;

(c) **Inventory.** All of the Company's Product-related inventories of raw materials, works-in-process and finished goods (including all such in transit), together with related Company-owned packaging materials and supplies (collectively, the "Inventory"), as set forth on Exhibit 1.1(c) hereto;

(d) **Contracts.** All contracts, contractual rights, purchase orders and sales orders (the "Contracts") of the Company relating to the Products. To the extent that any assumed Contracts for which assignment to the Buyer is provided herein are not freely assignable without the consent of another party or additional consideration, then this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Buyer agrees to contact the applicable parties to the assumed Contracts with respect to changing the delivery of, receipt of benefits under, and responsibilities for the assumed Contracts including the open sales orders and purchase orders as set forth on Exhibits 2.1(a) and 2.1(b) hereto. To the extent a Contract is not freely assignable, Buyer shall agree to perform for Company under the Contract and Company shall pay over to Buyer all amounts, if any, which Company receives for the performance of Buyer relating to the non-assignable Contracts, when and in the manner received, and Buyer agrees it shall not be entitled to any additional amounts from Company on account of its performance under the non-assignable Contracts. To the extent commercially practicable, if monies are owed to Buyer under any of the accounts receivable set forth on Exhibit 1.1(h), Company shall assign the right to collect said funds to Buyer;

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

COMPANY:

NITRO LEISURE PRODUCTS, LLC,
a Delaware limited liability company

By: *Amin C. Khoury*
Amin C. Khoury
President

BUYER:

NitroGolf, LLC,
a Wisconsin limited liability company

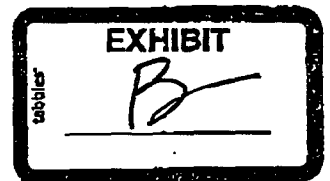
By: _____
Mark Blutstein
Member

Nitro
Leisure Products, L.L.C.



KG Golf Due Diligence Papers

February 11, 2004



1943 S.E. AIRPORT ROAD * STUART, FL 34996 * PHONE: (772) 781-6202 * FAX: (772) 223-3750

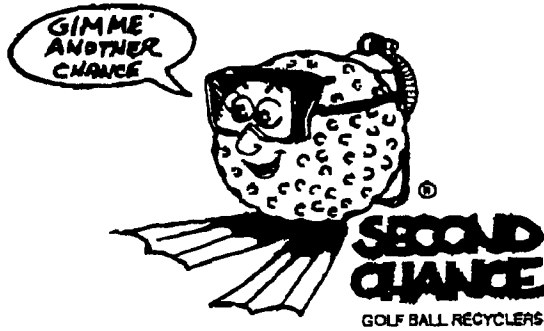
TRADEMARK
REEL: 003443 FRAME: 0150

Nitro Leisure Products, LLC

Trademarks and Domains



NITRO



SECOND CHANCE

<u>DOMAIN NAME</u>	<u>EXPIRES</u>
bestrange.com	5/14/08
golfballsdirect.com	11/11/04
golfballtrader.com	8/9/08
nitrogolf.com	2/15/09
nitrogolf.net	4/13/04
nitrogolfcorp.com	4/13/08
planetgolfballs.com	12/3/08