

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Paul J. Michaels		02/09/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Evolve Golf, Inc.		
Street Address:	15 Court 5 Northwest Drive		
City:	Carolina Shores		
State/Country:	NORTH CAROLINA		
Postal Code:	28467		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78380319	EVOLVE GOLF	
Serial Number:	78380322	EPOCH	
CORRESPONDENCE DATA			
Fax Number:	(919)821-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-838-2111		
Email:	jkennedy@smithlaw.com		
Correspondent Name:	Jeff Kennedy		
Address Line 1:	2500 Wachovia Capitol Center		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Jeffrey H. Kennedy		
Signature:	/s/ Jeffrey H. Kennedy		
Date:	03/01/2007		
Total Attachments: 1			

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MUTUAL TERMINATION AGREEMENT

THIS MUTUAL TERMINATION AGREEMENT (this "Agreement") is made and entered into as of the 9th day of February, 2007 by and between Evolve Golf, Inc. (the "Company") and Paul J. Michaels ("Michaels").

WHEREAS, the Company and Michaels entered into that certain Security Agreement dated September 22, 2006 (the "Security Agreement") pursuant to which the Company granted a security interest in favor of Michaels to secure that certain Promissory Note dated September 22, 2006 (the "Note"); and

WHEREAS, the Company and Michaels have determined to terminate the Security Agreement as the Note has been paid in full.

NOW, THEREFORE, in consideration of the above and the mutual promises set forth below, the Company and Michaels agree as follows:

1. Termination of Security Agreement. The Security Agreement is terminated as of February 9, 2007 (the "Termination Date"), and the Company shall have no further liability or obligations thereunder.

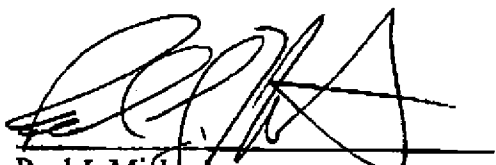
2. Entire Agreement. This Agreement constitutes the sole agreement between the parties with respect to its subject matter. No change or modification of this Agreement shall be valid or binding on the parties unless such change or modification is in writing and is signed by the parties.

3. Severability. If a court of competent jurisdiction holds that any provision or sub-part thereof contained in this Agreement is invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement.

4. Parties Bound. This Agreement shall apply to, be binding upon and inure to the benefit of the Parties' successors, assigns, heirs, and other representatives.

5. Governing Law. This Agreement will be governed by North Carolina law without regard to conflicts of law.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year written above.


Paul J. Michaels

EVOLVE GOLF, INC.

By: 
Benjamin L. Malon
President and Chief Executive Officer