

11-06-2009

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**



103579935

To the Director of the U. S. Patent and Trademark Office: Please record the attached

1. Name of conveying party(ies):

PROLINK SYSTEMS, INC.

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

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: GPS INDUSTRIES, LLC

Internal _____

Address: _____

Street Address: 1074 NORTH ORANGE AVENUE

City: SARASOTA

NOV - 5

State: FLORIDA

Country: USA

Zip: 34236

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship Delaware

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) OCTOBER 14, 2009

- Assignment Merger
- Security Agreement Change of Name
- Other _____

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) _____

3,288,609

Additional sheet(s) attached? Yes No

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

GOLF SALES NETWORK

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

Name: ROGER M. IORIO, ESQ.

Internal Address: C/O COLE, SCHOTZ, MEISEL, FORMAN &

LEONARD, P.A.

Street Address: 25 MAIN STREET

City: HACKENSACK

State: NEW JERSEY Zip: 07601

Phone Number: (201) 525-6312

Fax Number: (201) 678-6312

Email Address: RIORIO@COLESCHOTZ.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 to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 11/06/2009 DBYRNE 00000001 3288609

Authorized User Name: RL FC:AS21

48.00 OP

9. Signature:

Signature

11/3/09

Date

ROGER M. IORIO, ESQ.
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

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of this 14th day of October, 2009 ("Effective Date") by PROLINK SYSTEMS, INC., a Delaware company ("Assignor") to GPS INDUSTRIES, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers ("Trademarks"), arising under the laws of the United States, any State of the United States, any other country or political subdivision thereof, or any international governmental authority, whether registered, unregistered or at common law, and all goodwill connected therewith and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the United States Patent and Trademark Office or any similar office or agency of the United States, any State of the United States, any other country or political subdivision thereof or any international governmental authority, including but not limited to the registrations, applications and common law trademarks listed on Schedule A attached hereto, which may be updated or amended by either party at any time after the Effective Date upon the discovery of additional Trademarks owned by Assignor as of the Effective Date that are not listed on Schedule A as of the Effective Date (collectively, the "Assigned Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Master Framework Agreement, dated as of September 23, 2009 (the "Master Framework Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Master Framework Agreement, Assignor desires to assign and transfer all of its right, title and interest in and to the Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks, throughout the world, together with the goodwill connected with and symbolized by the Assigned Trademarks, and any registrations and applications for registration of any of the Assigned Trademarks and any renewals or extensions of any of the foregoing, together with all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, the right to prosecute and maintain registrations and applications for registration for any of the Assigned Trademarks, the right to claim priority in connection with any of the Assigned Trademarks pursuant to international law or international conventions, all causes of action Assignor may have for past, present or future infringement of any of the Assigned Trademarks and all rights Assignor has to sue and collect damages and payments for claims of past, present or future infringement of any of the Assigned Trademarks.

2. The parties hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and corresponding authorities in any jurisdictions worldwide, to record Assignee as owner of all right, title and interest in and to the Assigned Trademarks. Upon Assignee's request, Assignor shall communicate to Assignee any facts and information relating to the Assigned Trademarks and the history thereof known to Assignor (in each case to

the extent such facts and information are readily available to Assignor without incurring material expense and including, without limitation, any such facts or information useful or necessary for Assignee to maintain or prosecute any registration or application for registration for any of the Assigned Trademarks or to pursue or defend any legal proceeding involving any of the Assigned Trademarks) and shall assist Assignee and execute any further documents, filings or notices to vest full title and interest in and to the Assigned Trademarks and other corresponding rights in Assignee.

3. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

4. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of Assignor and Assignee.

5. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date
first written above

PROLINK SYSTEMS, INC

BY _____
Name _____
Title _____

ACCEPTED AND AGREED TO:

IDE INDUSTRIES, LLC

BY _____
Name _____
Title _____

PROLINK SYSTEMS, INC
BY AND FOR ASSIGNMENT

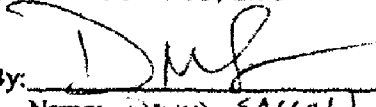
IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first written above.

PROLINK SYSTEMS, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED TO:

GPS INDUSTRIES, LLC

By: 
Name: DAVID SALKOW
Title: CEO

43520/0064-5991759v1

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT

SCHEDULE A

Mark	Reg. No./App. Ser. No.	Listed Owner
GOLF SALES NETWORK	Reg. No. 3,288,609	Prolink Solutions, LLC

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