

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ray Cook Golf, Inc.		08/11/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TGIB Marketing, Inc.		
Street Address:	1250 Scottsville-Chili Road		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14624		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	0877706	RAY COOK	
Registration Number:	1856828	BLUE GOOSE	
Registration Number:	1731312	M-1	
Registration Number:	1815044	M1-X	
Registration Number:	1706984	GLIDER	
Registration Number:	0938635		
Registration Number:	1319579		
CORRESPONDENCE DATA			
Fax Number:	(585)232-2152		
Phone:	(585) 231 1386		
Email:	bsalai@hselaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Stephen B. Salai		
Address Line 1:	1600 Bausch and Lomb Place		
Address Line 4:	Rochester, NEW YORK 14604		

CH \$190.00 0877706

ATTORNEY DOCKET NUMBER:	89747.000025
NAME OF SUBMITTER:	Stephen B. Salai
Signature:	/stephen b. salai/
Date:	09/16/2011

Total Attachments: 16

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PURCHASE AND SALES AGREEMENT

BETWEEN

RAY COOK GOLF, INC.

AS SELLER

AND

**TGIB MARKETING, INC., D/B/A ROCK BOTTOM GOLF
As BUYER**

June 20, 2011

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ASSETS SALES AGREEMENT

THIS ASSETS SALES AGREEMENT (the "Agreement") is made by and between Ray Cook Golf, Inc. a Delaware corporation ("Seller") and TGIB Marketing, Inc., D/B/A Rock Bottom Golf, a New York corporation (the "Buyer") as of the 20th day of June, 2011 (the "Effective Date").

In consideration of the mutual agreements contained herein, Seller and Buyer agree as follows:

1. Purchase and Sale of the Assets. Subject to all terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the assets described in Exhibit A, which is incorporated into this Agreement by reference and the inventory described in Exhibit B (the "Inventory"). (The Inventory and other purchased assets collectively referred to as the "Assets"). The Assets shall include the Inventory described in Exhibit B, at an allocated purchase price of \$55,000, contingent upon Buyer's reasonable inspection of the condition of the Inventory. During the week beginning Monday, August 8, 2011, Buyer shall, at its own expense, personally inspect the Inventory, to determine, that the Inventory consists of new, salable merchandise. If Buyer has an objection to the condition of the Inventory, the Buyer and Seller agree to use commercially reasonable efforts to arrive at a final price for the Inventory based upon its condition, and to adjust the Purchase Price accordingly. In addition to Sections 6 and 8 of this Agreement, Buyer acknowledges and agrees that it will purchase the assets on an "as is, where is" basis and that Seller makes no representation or warranty with respect to the Assets, except as expressly set forth in this Agreement or in the Bill of Sale attached to this Agreement as Exhibit C.

Seller agrees that from and after the Closing Date it will instruct its technical/manufacturing and legal employees and agents, orally and in writing, to answer all questions which Buyer may have and provide information regarding the Assets, and that it will grant to Buyer access to all such technical/manufacturing, and legal employees and agents, during normal business hours for such purpose. Seller further agrees that from and after the Closing Date it will instruct its patent attorneys orally and in writing to direct all correspondence to and take instruction from Buyer regarding the Assets until such time as all necessary assignments of the assets are recorded, in order to enable Buyer to maintain, at Buyer's sole expense, all of the Assets. Seller will direct its attorneys, at buyers expense,

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to take such actions as are required to preserve all Assets unless expressly directed otherwise by Buyer.

2. Purchase Price. The purchase price for the Assets (the "Purchase Price") shall be \$264,000.00 inclusive of Buyer's premium fee, payable in accordance with Section 3 below.

3. Buyer and Seller's Deliveries.

a. Deposit. On or prior to the first (1st) business day following the date of the execution of this agreement, Buyer will deliver via wire transfer a nonrefundable deposit of \$100,000 (the "Deposit") to the Seller at the following escrow account maintained by Wilson, Sonsini, Goodrich and Rosati:

Account Name:	Wilson, Sonsini, Goodrich and Rosati Transactions Trust Account (the "Escrow Account").
Bank:	Bank of America 530 Lytton Ave. Palo Alto, CA 94301
Account Number:	16645-62842
ABA/Routing No:	026009593
Swift Code:	BOFAUS3N
Reference:	Ray Cook Golf/HGP, Brian Beard

b. Final Payment. No later than August 15, 2011, Buyer will deliver via wire transfer a sum in the amount of \$164,000.00, subject to any adjustment to the Purchase Price for the condition of the Inventory as described in Section 1 above, (the "Final Payment") to the Escrow Account

c. Bill of Sale. Upon receipt of the initial payment described in Section 3. a of this Agreement, Seller shall deliver the executed original Bill of Sale for the Assets, in the form attached to this Agreement as Exhibit B, to the Buyer's attorney, hereinafter designated, in escrow. Upon receipt of the Final Payment, the escrow shall be terminated, and Buyer's attorney shall deliver the original Bill of Sale to the Buyer.

4. Closing. The Closing of the transaction contemplated by this Agreement (the "Closing") shall take place on the date (the "Closing Date") all deliveries have been made pursuant to Section 3 above, but in no event later than 5:00 p.m. PST time on the day after the date of the Final Payment.
5. Due Diligence. Buyer reviewed all documentation available related to the assets as of June 8, 2011 (the "Due Diligence Date"), and no further due diligence is required by the Buyer with respect to the Assets.
6. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:
 - a. Seller is a company duly formed, validly existing and in good standing under the laws of the State of Delaware and has the power and capacity to own and dispose of the Assets and to enter into this Agreement and carry out its terms.
 - b. The execution and delivery of this Agreement and the completion of the transaction contemplated under this Agreement have been duly and validly authorized by all necessary company action on the part of Seller. This Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.
 - c. Neither the execution and delivery of this Agreement nor the completion of the purchase and sale contemplated by this Agreement shall: (i) violate any of the terms and provisions of the organizational documents of Seller, or any order, decree, statute, regulation, covenant or restriction applicable to Seller or any of the Assets; or (ii) give any person other than Buyer the right to terminate, cancel or remove, or create any mortgage, lien, charge, pledge, security interest, encumbrance or other claim on any of the Assets.
 - d. There has been no material change in the condition of the Assets since the Due Diligence Date.
 - e. Seller has a good marketable title to, and will transfer and convey, the Assets free and clear of all liens, licenses, or other encumbrances except as explicitly set forth in Exhibit A.
 - f. Seller represents that to the best of its knowledge, it owns or has the right to use

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all intellectual property used in connection with the business up to the date of closing, and that this agreement transfers all of Sellers rights to such intellectual property, except as explicitly set forth in Exhibit A, to Buyer so that Buyer will have the same freedom to operate the business as Seller had prior to the date of closing.

- g. Seller represents that the Inventory consists of new, undamaged salable merchandise.

7. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

- a. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, and has the power and capacity to enter into this Agreement and carry out its terms. The execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary company action on the part of Buyer. This Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms except as limited by laws of general application affecting the rights of creditors and general equitable principles.
- b. Neither the execution and delivery of this Agreement nor the completion of the purchase and sale contemplated by this Agreement shall: (i) violate any of the terms and provisions of the organizational documents of Buyer, or any order, decree, statute, regulation, covenant or restriction applicable to Buyer or any of the Assets; or (ii) give any person other than Buyer the right to terminate, cancel or remove, or create any mortgage, lien, charge, pledge, security interest, encumbrance or other claim on any of the Assets. Buyer has the necessary funds to pay the Purchase Price in full to the Seller.

8. Acknowledgment and Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6 ABOVE, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT IN ANY WAY OR MANNER BE LIABLE FOR ANY

REPRESENTATION OR WARRANTIES OF ANY AGENT OR OTHER PERSON, WITH RESPECT TO THE CONDITION OR USE OF THE ASSETS. BUYER'S EXECUTION OF THIS AGREEMENT CONSTITUTES BUYER'S ACKNOWLEDGMENT THAT BUYER HAS FULLY INSPECTED THE ASSETS PRIOR TO THE CLOSING AND THAT, IF THE CLOSING OCCURS, BUYER WILL HAVE ACCEPTED THE ASSETS IN ITS THEN-PRESENT "AS-IS" CONDITION, "WHERE-IS" AND "WITH ALL FAULTS." FROM AND AS OF THE DUE DILIGENCE DATE, BUYER EXPRESSLY RELEASES AND RELIEVES SELLER FROM ANY AND ALL LIABILITY, WARRANTY OR OBLIGATION WHATSOEVER RELATING TO THE CONDITION OR USE OF THE ASSETS. THIS DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITIES, WAIVER AND RELEASE SHALL SURVIVE THE CLOSING AND SHALL BE MERGED WITH THE BILL OF SALE CONVEYING THE ASSETS TO BUYER. THE FOREGOING NOTWITHSTANDING, THE REPRESENTATIONS AND WARRANTIES OF THE SELLER CONTAINED IN SECTION 6 OF THIS AGREEMENT, AND IN THE BILL OF SALE, SHALL SURVIVE THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND THE TERMINATION OF THIS AGREEMENT.

10. Title, Risk of Loss and Possession. Title and Risk of loss to the Assets shall pass to Buyer at Closing. Buyer agrees to remove the Inventory from Seller's premises by August 31, 2011. Should Buyer fail to do so, Buyer shall pay monthly charges of \$787.50 beginning September 1, 2011.
11. Termination. This Agreement and the obligations contained herein may be terminated before the Closing under the following conditions and with the associated consequences, and if so terminated Buyer and Seller shall have no further rights, obligations or liabilities hereunder:
 - a. by Buyer and Seller, by mutual written consent at any time; in which case Buyer and Seller shall jointly direct the disbursement of any funds; or
 - b. by Seller, if Buyer fails to pay the Deposit to the Seller as and when required by this Agreement, in which case Seller shall retain all payments previously received from Buyer and shall have no further obligation under this Agreement; or
 - c. by Seller, if Buyer fails to pay the Final Payment to the Seller within 5 business

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days of the date required by this Agreement, in which case Seller shall retain the Deposit and shall have no further obligation under this Agreement.

13. Miscellaneous.

a. Notices. All notices, demands, requests and other communication required or permitted hereunder shall be in writing and delivered by hand, messenger, reputable overnight private courier service, or facsimile, and shall be deemed delivered upon actual receipt by the addressee to the following addresses, or such other address as the receiving party may have specified by notice to the notifying party:

If to Seller: Ray Cook Golf, Inc.
101 Farrell Lane #B
Dripping Springs, TX 78620
Telephone: (512) 751-4388
Attn: Jack Lynch

With copy to: Brian Beard
Wilson, Sonsini, Goodrich & Rosati
900 South Capital of Texas Highway

Las

Cimas IV, 5th Floor

Austin, TX 78746
Telephone: (512) 338-5422

If to Buyer: TGIB Marketing, Inc., D/B/A Rock Bottom Golf
1250 Scottsville-Chili Road
Rochester, NY 14624
Attention: Tom Rath
Telephone: (585) 230-9112

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With copy to: Trevett Cristo Salzer & Andolina P.C.
2 State Street, Suite 1000
Rochester, NY 14614
Telephone: (585) 454-2181
Attn: Kenneth Bersani

- b. Governing Law. The laws of Texas, without reference to its principles of conflicts of laws, shall govern the validity, enforcement, and interpretation of this Agreement.
- c. Arbitration. In the event a dispute arises between Seller and Buyer, it is hereby agreed that the parties waive their right to seek remedies in court, including a jury trial, and submit to binding and final arbitration (the "Arbitration"). When Seller or Buyer makes a written demand for Arbitration and the selection of a single arbitrator cannot be agreed by the parties, each party shall select an arbitrator, and the two arbitrators shall select a third arbitrator. Each party shall pay the expenses it incurs; and bear the expenses of the selected or third arbitrator equally. Both Seller and Buyer agree that Arbitration shall take place in Austin, TX, and that a decision agreed to by two of the three arbitrators will be binding and judgment may be entered thereon. In the event a party fails to proceed with Arbitration, unsuccessfully challenges the arbitrators' award, or fails to comply with the arbitrators' award, the other party is entitled to costs of suit, including attorney and other legal fees for having to compel arbitration or defend or enforce the award.
- d. Counterpart Execution. This Agreement may be executed in one or more counterparts, and shall become effective when one or more counterparts have been signed by all of the parties. Each counterpart shall be fully effective as an original and all of which together shall constitute one and the same instrument. A facsimile copy of a counterpart signature page shall constitute an original for purposes of this Agreement.
- e. Assignment. This Agreement and the duties and obligations hereunder shall be binding upon and shall inure to the benefit of and be enforceable by each of the parties, their successors and permitted assigns. This Agreement shall not be assigned by Seller without the consent of Buyer, or by Buyer without the consent of the Seller.

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14. Brokers/Commission. Seller represents that it has incurred no obligation or liability, contingent or otherwise, for brokers' or finders' fees or commission with respect to the matters provided for in this Agreement which will be the responsibility of the Buyer; and any such brokers' or finders' fee, or commission obligation or liability that might exist shall be the sole obligation of the Seller.
15. Termination of Existing License Agreements between Buyer and Seller. Buyer and Seller agree that any and all license agreements in effect between Buyer and Seller concerning the Assets, or concerning any other matter, are terminated, and shall be of no further force and effect, as of the Closing Date, and Buyer and Seller further agree that neither party shall have, as of or following the Closing Date any further liability each to the other under any such agreement for any payment or for any other matter addressed in any such agreement.
16. Further Assurances. Each party shall cooperate with the other, take such further action, and execute and deliver such further documents, as may be reasonably requested by any other party in order to carry out the terms and purposes of this Agreement. Without limiting the generality of the foregoing, from and after the Closing Date, at the request of Buyer, Seller shall take such action and deliver to Buyer, at Buyer's sole expense, such powers of attorney and further instruments of assignment, conveyance or transfer and other documents of further assurance as in the opinion of counsel to Buyer may be reasonably desirable to assure, complete and evidence the full and effective transfer, conveyance and assignment of the Assets and possession thereof to Buyer, its successors and assigns, and the performance of this Agreement by Seller in all respects.

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IN WITNESS WHEREOF the parties have duly executed this Agreement as of the Effective Date.

TGIB MARKETING, INC. , D/B/A ROCK BOTTOM GOLF

By: [Signature]
Title: PRESIDENT/CEO
Date: 8/10/11

RAY COOK GOLF, INC.

By: [Signature]
Title: President
Date: 8/11/11

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EXHIBIT A
THE ASSETS

Ray Cook Golf
List of intellectual Property

Enumerated Trademarks

1. RAY COOK Reg.# 877,706
2. BLUE GOOSE Reg. # 1,856,828
3. M-1 Reg. # 1,731,312
4. M-1X Reg. #1,815,044
5. GLIDER Reg. # 1,706,984
6. T-SQUARE-GROOV Reg. # 938,635
7. MISCELLANEOUS DESIGN Reg. # 1,319,579
8. BILLY BAROO Believed Common Law
9. SILVER RAY Believed Common Law
10. CLASSIC PLUS Believed Common Law
11. PRECISION MILLED Believed Common Law

Enumerated Patents

1. Golf Club Chipper Head Patent #D334,606 (The 3rd Patent ever issued to Scotty Cameron)
2. Golf Club Head Patent #D339,395 (The 2nd Patent ever issued to Scotty Cameron)
3. Golf Club Head Patent #D377,068
4. Golf Putter Head Patent #D326,303 (The 1st Patent ever issued to Scotty Cameron)

Web Domain

www.raycook.com

General Intellectual Property

All patents trademarks copyrights, trade dress, industrial designs, and trade secrets and other intellectual property owned by the Seller in connection with business at the time of this agreement, except for the mirror technology marketed as The Ray Cook Putting System "RCPS" and the patent and trademark associated with the Ray Cook Dual Bounce Sole Wedge (DBSW), including without limitation the patents and trademarks listed in this Exhibit A, together with the goodwill associated with such intellectual property worldwide.



Tangible Technical Information

All tangible intellectual property of the Seller, except as it relates to RCPS and DBSW, including but not limited to, drawings, all technical information in any form related to the Assets, and all documents related to the Assets, including but not limited to documents reflecting ownership of the Assets, and recordation of ownership of the Assets with any governmental entity.

Inventory

The inventory described in attached Exhibit B.

Goodwill

All Goodwill of the Seller associated with its businesses related to or associated with the *Trademarks, Patents, Web Domain, General Intellectual Property, Tangible Technical Information and Inventory.*

EXHIBIT B
INVENTORY

	<u>\$ Cost</u>
Assembled Clubs	\$ 17,235.91
Ray Cook Heads	\$137,422.08
Ray Cook Grips and Headcovers	\$ 57,979.39
Shafts	\$ 34,388.85
Inventory at Cost	<u>\$247,027.23</u>

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EXHIBIT C
BILL OF SALE

This bill of sale (the "Bill of Sale"), effective as of this 10th day of August 2011, is made by Ray Cook Golf, Inc. (the "Seller"), in favor of TGIB Marketing, Inc., D/B/A Rock Bottom Golf (the "Buyer")

Seller, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells, grants, bargains, conveys, assigns, transfers and delivers to Buyer and its successors and assigns, the Assets described on Exhibit A hereto (the "Assets").

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever, and Seller binds itself to WARRANT AND FOREVER DEFEND title to the Assets unto Buyer, its successors and assigns against every person whomsoever, lawfully claiming or to claim all or any part of the Assets.

Seller represents and warrants to Buyer that Seller owns, possesses and has a good

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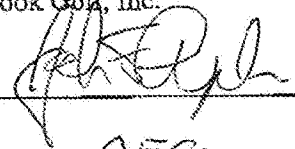
marketable title to the Assets free and clear of all mortgages, liens, charges, pledges, licenses, security interest, encumbrances and other claims.

EXCEPT AS EXPRESSLY SET FORTH ABOVE AND IN SECTION 6 OF THE ASSETS PURCHASE AGREEMENT, AMONG BUYER AND SELLER (THE "ASSETS SALES AGREEMENT"), SELLER MAKES NO REPRESENTATION OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT IN ANY WAY OR MANNER BE LIABLE FOR ANY REPRESENTATION OR WARRANTIES OF ANY AGENT OR OTHER PERSON, WITH RESPECT TO THE CONDITION OF THE ASSETS. BUYER'S EXECUTION OF THE APPROVAL AND CONFIRMATION BELOW CONSTITUTES BUYER'S ACKNOWLEDGMENT THAT BUYER HAS FULLY INSPECTED THE ASSETS AND THAT BUYER ACCEPTS THE ASSETS IN ITS PRESENT "AS-IS" CONDITION, "WHERE-IS" AND "WITH ALL FAULTS" AS OF THE INSPECTION DATE. BUYER EXPRESSLY RELEASES AND RELIEVES SELLER FROM ANY AND ALL LIABILITY, WARRANTY OR OBLIGATION WHATSOEVER RELATING TO THE CONDITION OF THE ASSETS. FURTHER ACKNOWLEDGEMENTS, AGREEMENTS, UNDERSTANDINGS AND REPRESENTATIONS CONTAINED IN THE ASSETS SALES AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE AND SHALL SURVIVE THE EXECUTION AND DELIVERY HEREOF.

This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Bill of Sale shall be governed by and construed in accordance with the laws of Spain, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the day and year first written above.

Ray Cook Golf, Inc.

By: 

Title: CEO

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Date: 8/11/2011

(Exhibit A and Exhibit B to the Bill of Sale shall be the same as Exhibit A and Exhibit B of this Agreement)

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