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FILED
DEC 15 2008
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

File for POC
14
is

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ADR

11 SWINGLESS GOLF CLUB CORPORATION, A
WYOMING CORPORATION,

Case No.

008-05574 PVT

12 PLAINTIFF,

COMPLAINT FOR PATENT
INFRINGEMENT; MISAPPROPRIATION
OF TRADE SECRETS; INTERFERENCE
WITH CONTRACTS; INTENTIONAL
INTERFERENCE WITH ECONOMIC
ADVANTAGE; UNFAIR BUSINESS
PRACTICES; VIOLATION OF THE
LANHAM ACT (15 U.S.C. § 1125(A);
BREACH OF CONTRACT

14 v.

15 ROY H. TAYLOR, INDIVIDUALLY AND DBA
CENTERFIRE GOLF COMPANY, AND, DBA
16 NEW RIVER CORPORATION, JAMES S.
STOWELL, AN INDIVIDUAL, JACK
17 GALANTI, AN INDIVIDUAL, MIKE
STRINGER, AN INDIVIDUAL, CENTERFIRE
18 GOLF COMPANY, A CALIFORNIA
CORPORATION, NEW RIVER INDUSTRIES
19 CORPORATION, A MISSISSIPPI
CORPORATION, AKA NEW RIVER
20 INDUSTRIES CORP., AND EZEE GOLF
LLC, A DELAWARE LIMITED LIABILITY
COMPANY, STEVE FLUKE, AN
INDIVIDUAL,

DEFENDANTS.

JURY TRIAL DEMANDED

Plaintiff Swingless Golf Club Corporation, a Wyoming corporation ("SGCC" or
"Plaintiff"), alleges as follows:

I. PARTIES

1. SGCC is a Wyoming corporation with its principal office in Las Vegas,



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NOTICE OF ASSIGNMENT
TO MAGISTRATE JUDGE SENT

1 Nevada, and is the successor-in-interest to SGC, a dissolved California corporation
2 (“Swingless Golf”).

3 2. Plaintiff is informed and believes and therefore alleges that defendant Roy
4 H. Taylor (“Taylor”) is an individual residing in the State of Mississippi. Plaintiff is
5 informed and believes and therefore alleges that Taylor has and is, among other things,
6 marketing, promoting, advertising, and selling swingless golf clubs as a part of EZee Golf,
7 in violation of SGCC’s intellectual property rights.

8 3. Plaintiff is informed and believes and therefore alleges that defendant
9 James S. Stowell (“Stowell”) is an individual residing in the State of Alabama. Plaintiff is
10 informed and believes and therefore alleges that Stowell has and is, among other things,
11 marketing, promoting, advertising, and selling swingless golf clubs as a part of EZee Golf,
12 in violation of SGCC’s intellectual property rights.

13 4. Plaintiff is informed and believes and therefore alleges that defendant Jack
14 Galanti (“Galanti”) is a resident of Green Valley, Arizona. Plaintiff is informed and
15 believes and therefore alleges that Galanti has and is, among other things, marketing,
16 promoting, advertising, and selling swingless golf clubs as a part of EZee Golf, in
17 violation of SGCC’s intellectual property rights.

18 5. Plaintiff is informed and believes and therefore alleges that defendant
19 Michael Stringer (“Stringer”) is a resident of Alameda County, California. Plaintiff is
20 further informed and believes and therefore alleges that Stringer has and is, among other
21 things, marketing, promoting, advertising, and selling swingless golf clubs as a part of
22 EZee Golf, in violation of SGCC’s intellectual property rights.

23 6. Centerfire Golf Company (“Centerfire”) is a California corporation,
24 incorporated in 1996. SGCC is informed and believes, and therefore alleges, that the
25 other defendants are using Centerfire’s corporate status for their own personal benefit.

26 7. Plaintiff is informed and believes and therefore and therefore alleges that



1 defendant New River Industries Corporation (“New River”) is a Mississippi corporation
2 with its principal place of business in the State of Mississippi. Plaintiff is further
3 informed and believes and therefore alleges that New River was and is the *alter ego* of
4 the other defendants, in that New River was merely a sham and shell for Defendants’
5 personal, financial and business activities. Plaintiff is further informed and believes and
6 therefore alleges that:

- 7 (A) Defendants were and are the exclusive owner of New River;
- 8 (B) Defendants have commingled their personal funds with the funds of New
9 River;
- 10 (C) Defendants obtained funds and used the assets of New River for their own
11 personal use;
- 12 (D) Defendants commingled and transferred, without consideration, the
13 accounts and other assets of New River in order to deceive and defraud
14 New River creditors and investors, so that there was no separate corporate
15 identity distinguishing the other Defendants from New River;
- 16 (E) New River failed to observe or maintain the required corporate formalities;
17 and
- 18 (F) New River was undercapitalized for the purpose for which it was
19 incorporated.

20 8. Plaintiff is informed and believes and therefore and therefore alleges that
21 defendant EZee Golf LLC (“EZee Golf”) is a Delaware Limited Liability Company, with its
22 principal offices in Mississippi. Plaintiff is further informed and believes and therefore
23 alleges that EZee Golf was and is the *alter ego* of the other defendants, in that EZee Golf
24 was merely a sham and shell for Defendants’ personal, financial and business activities.
25 Plaintiff is further informed and believes and therefore alleges that:

- 26 (A) Defendants were and are the exclusive owners of EZee Golf;



- 1 (B) Defendants have commingled their personal funds with the funds of EZee
2 Golf;
- 3 (C) Defendants obtained funds and used the assets of EZee Golf for their own
4 personal use;
- 5 (D) Defendants commingled and transferred, without consideration, the
6 accounts and other assets of EZee Golf in order to deceive and defraud EZee
7 Golf creditors and investors, so that there was no separate corporate
8 identity distinguishing the other Defendants from EZee Golf;
- 9 (E) EZee Golf failed to observe or maintain the required corporate formalities;
10 and
- 11 (F) EZee Golf was undercapitalized for the purpose for which it was
12 incorporated.



13 9. Plaintiff is informed and believes and therefore alleges that defendant Steve
14 Fluke ("Fluke") is a resident of Alameda County, California. Plaintiff is informed and
15 believes and therefore alleges that Fluke has and is, among other things, marketing,
16 promoting, advertising, and selling swingless golf clubs as a part of EZee Golf, in
17 violation of SGCC's intellectual property rights.

18 10. **Agency.** Each of the Defendants were agents, employees and/or
19 representatives of each of the other Defendants, and in doing the things alleged below,
20 were acting within the course and scope of such agency, employment and/or
21 representation and with the permission and consent of the other Defendants.
22 Plaintiff is informed and believes, and therefore alleges, that Defendants each personally
23 participated in and/or, at all relevant times hereto, have had the ability to supervise and
24 control the infringing activities, and each seeks personal financial benefit from the
25 infringing activities.

26 11. This Court has subject matter jurisdiction over the claims and this action

1 which relate to patent infringement pursuant to the provisions of 15 U.S.C. §1121, 28
2 U.S.C. §1338(a), and 28 U.S.C. §1331. This case is a civil action for patent infringement,
3 injunctive relief, and damages arising under the United States Patent Act, 35 U.S.C. § 1, *et*
4 *seq.*

5 12. This Court has supplemental jurisdiction over the claims in this action that
6 arise under the statutory and common law of the state of California pursuant to
7 28 U.S.C. § 1367(a), because the state law claims are so related to the federal claims that
8 they form part of the same case or controversy.

9 13. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and
10 1400(a). The infringing products subject to this litigation are distributed and offered for
11 distribution in the Northern District of California; the claims alleged in this action arose
12 in the Northern District of California, and Defendants may be found and served in the
13 Northern District of California.

14 14. Before its dissolution, Swingless Golf transferred the IP to its successor,
15 SGCC. In spite of the unambiguous agreements placing the IP in Swingless, as well as the
16 Superior Court judgment referenced below, each of the defendants is operating together
17 to design, market, and sell swingless golf clubs in violation of SGC's rights. In doing so,
18 the defendants have violated successor-in-interest SGCC's intellectual property rights
19 and trade secrets and will continue to violate such intellectual property rights absent a
20 court order enjoining and severally liable for patent infringement and restraining them
21 from any further infringement.

22 15. Defendants engaged in their tortious conduct with the knowledge that the
23 majority shareholders and majority cash investors of Swingless Golf and SGCC, in order
24 to obtain the benefit of their investment, counted on the company's sales of its patented
25 product as the means to attract larger investors or buyers, whose cash infusion would
26 facilitate their successful exit. Defendants' tortious conduct was undertaken with the



1 declared intention to “stop everything” and “make sure no one made anything off this.”
2 Defendants were well aware that once a cloud was put on the title, new investors would
3 not get involved, and hoping to force existing majority shareholders to yield to
4 Defendants’ demands.

5 16. Plaintiff is informed and believes and therefore alleges that each of the
6 defendants stand together as principal, agent, joint venture, or partner or alter ego of the
7 other and, in doing the things hereinafter alleged, was acting within the scope of
8 employment with the consent and ratification of the other. Plaintiff is further informed
9 and believes and therefore alleges that each of the defendants herein gave consent,
10 ratified, and authorized the acts alleged herein to each of the remaining defendants.

11 17. Plaintiff is informed and believe allege that the Court’s exercise of personal
12 jurisdiction in this action over the non-California Defendants is proper pursuant to
13 California’s long-arm statute, California Code of Civil Procedure section 413.10, and
14 Federal Rule of Civil Procedure 4(e). Among other things, the conduct complained of
15 here relates to and arises out of actions (I) taken by these defendants within the state of
16 California, (ii) targeted at the State of California, (iii) in direct violation of a California
17 court order, and/or (iv) in direct violation of proprietary information agreements entered
18 into in California.

19 **FACTUAL BACKGROUND**

20 18. Taylor created several inventions that have been patented, relating to a
21 “swingless” golf club, which allows those who are not able to swing a traditional driver
22 strongly enough to send a golf ball several hundred yards to participate in the game of
23 golf.

24 19. The inventions are an accumulation of ideas, know-how, processes,
25 trademarks, service marks, inventions, designs, technologies, formulas, discoveries,
26 marketing and business ideas that are embodied in several United States Patents:



- 1 (I) The “Ballistic Impeller Golf Club;” United States Patent and Trademark
2 Office (“PTO”) serial number 5,522,594 (the “594 Patent”);
3 (ii) The “Variable Range Device For Ballistic Impeller Golf Club;” PTO serial
4 number 5,816,927 (the “927 Patent”);
5 (iii) “The Ballistic Impeller Golf Club;” PTO serial number 5,924,932 (the “932
6 Patent”); and
7 (iv) “The Cartridge Holder for a Ballistic Impeller Golf Club;” PTO serial
8 number 6,139,440 (the “440’ Patent”).

9 20. In addition, there are processes, methods and techniques of manufacturing
10 that were developed by Swingless Golf. They derive independent economic value from
11 not being generally known to the public or those who can obtain economic value from
12 their disclosure or use. They were explicitly protected from disclosure by the Agreements
13 found at Exhibits B, C & D, and therefore were subject of efforts that are reasonable
14 under the circumstances to maintain their secrecy. They therefore qualify as trade
15 secrets under Cal. Civ. Code § 3426.1 *et seq.* Together with the above patents, they will be
16 called the “IP.”



17 21. Taylor was unable to finance the swingless golf club himself, so he sought
18 investors to provide economic support for his efforts to design, market, and sell the
19 swingless golf club.

20 22. Taylor assigned the ‘594, ‘932, and ‘927 patents to Swingless Golf on June
21 8, 2002. A true copy of the assignment, including the cover sheet submitted to the
22 USPTO, is attached as Exhibit A. Swingless Golf accordingly became the exclusive owner
23 of the patents.

24 23. In November 2002, he transferred the intellectual property rights,
25 including trade secrets, know-how, designs and specifications embodied in an innovative
26 swingless golf club (the intellectual property, or “IP”) to Swingless Golf, the predecessor

1 to plaintiff SGCC. Attached hereto and incorporated by reference herein as Exhibit B is a
2 true and correct copy of the proprietary information and assignment of inventions
3 agreement entered into between Swingless Golf and Taylor, whereby he transferred in
4 interest in such IP to Swingless Golf. In this agreement, he agreed that he would not
5 “use, make available, sell, disclose, or otherwise, communicate to third persons” any of
6 the IP he transferred to Swingless Golf.

7 24. Fluke and Stringer also entered into agreements - identical to that of Taylor
8 - whereby they acknowledged that Swingless Golf owned the IP and confidential
9 information relating thereto and agreed not to sell or use it. Attached hereto and
10 incorporated by reference herein respectively as Exhibits C & D are true and correct
11 copies of their proprietary information and assignment of inventions agreements.

12 25. In late 2002, Taylor’s divorce from his wife Joyce was finalized in Alameda
13 County. In late November 2002, Taylor moved 2,200 miles away to Byhalia, Mississippi
14 to live. In August 2003, a dispute arose between Taylor and Swingless Golf when Taylor
15 announced he had begun and intended to continue manufacturing and production
16 related tasks with family back east which Swingless Golf had specifically represented to
17 investors would be performed out west in California. In a conference call from Fremont
18 on August 25, 2003, investor objections to that work being done in Mississippi were
19 expressed to Taylor and it was pointed out to Taylor that this was explicitly contrary to
20 investor expectations. Taylor’s emphatic and immediate response was “F_____ the
21 Investor(s) we’ll do whatever we want.” In the exchange Taylor also stated, “that’s the
22 way it’s going to be, it’s not open for discussion,” and, “after all I’ve been through don’t I
23 have the credit to have it this way.” Taylor’s actions left the company in an untenable
24 position, so Swingless Golf removed Taylor as the CEO of Swingless Golf and as a
25 director of the company.

26 26. On September 29, 2003, Taylor and other defendants, including New River,



1 executed two patent assignment documents in which they purported to transfer
2 Swingless Golf's '932 and '594 Patents to Taylor, then New River. Defendants also
3 executed an assignment to Taylor for the registered trademark "Swingless."

4 27. Defendants lacked the authority to effectuate these transfers from
5 Swingless Golf to Taylor at the time those transfers were made, or at any other time.

6 28. Accordingly, Swingless Golf brought suit in Alameda County in an action
7 captioned: *Swingless Golf Corporation vs. Taylor, et al.* (Alameda Cty Sup. Ct, No.
8 HGO4153465) (the "Prior Action").

9 29. As a result of the Prior Action, Taylor and New River entered into a
10 settlement agreement in which they agreed to execute assignments to return the '932 and
11 '927 Patents, as well as the Swingless trademark, to Swingless Golf. After extensive
12 attempts to negate the settlement, including refusal to sign the assignments unless there
13 was language allowing Taylor and New River to recover possession of the patents when
14 they deemed the settlement breached, the Alameda County Superior Court ordered the
15 patents assigned, pursuant to Cal. Civ. Proc. Code § 664.6.

16 30. Attached hereto incorporated by reference herein as Exhibit E is a true and
17 correct copy of the judgment, embodying the settlement agreement in the Prior Action, in
18 which they agreed and the court ordered, Taylor and New River to transfer the '932
19 Patent and the '927 Patent and other elements of the IP back to Swingless Golf. This
20 judgment was recorded with the USPTO on April 19, 2006.

21 31. Swingless Golf transferred its interest in the IP to SGCC in September,
22 2006. A true copy of the assignment is attached as Exhibit F.

23 32. In March, 2007, without notice or approval by SGCC, Defendants once
24 again unilaterally transferred the '932 and '927 Patents to themselves. As before, they
25 never had any authority from Swingless Golf or SGCC to effectuate such a transfer.
26 Exhibit G is a true copy of the unauthorized "assignments." Simultaneously with the



1 filing of this Complaint, SGCC is petitioning the USPTO to void these “assignments.”

2 33. Defendants have acted together to manufacture, market, and sell a
3 swingless golf club, based on the same functionality, specifications, and trade secrets as
4 the Patents and IP in violation of SGCC’s IP ownership rights, violating their agreements
5 with Swingless Golf.

6 34. Since that time, Defendants have been offering for sale or lease a swingless
7 golf club that incorporates the IP that belongs to SGCC. As of December 15, 2008, they
8 are offering the club for sale on www.swinglessgolfclub.com for \$1299.99. The club has a
9 sticker identifying that it incorporates the ‘440, ‘927, and ‘932 Patents, which belong to
10 SGCC. Defendants have made them available for use in Alameda County, California.

11 **FIRST CLAIM FOR RELIEF**

12 **(PATENT INFRINGEMENT, AGAINST ALL DEFENDANTS)**

13 35. SGCC incorporates paragraphs 1 through 34 as though fully alleged in this
14 Claim for Relief.

15 36. By virtue of its status as successor-in-interest to Swingless Golf, SGCC has
16 acquired and continues to maintain the right to sue on the patents and the right to
17 recover for infringement thereof.

18 37. Plaintiff is informed and believes and therefore alleges that, despite the
19 assignments, defendants, and each of them, have infringed, induced the infringement of,
20 and contributorily infringed the patents-in-suit, and are still doing so by making, selling,
21 and offering for sale merchandise embodying the design and knowhow reflected in the
22 patents-in-suit, and will continue to do so unless enjoined by this Court.

23 38. Defendants’ infringement is willful and deliberate, and therefore qualifies
24 for exemplary damages.

25 39. In infringing in the manner alleged above, defendants have harmed SGCC.
26



1 **SECOND CLAIM FOR RELIEF**

2 **(MISAPPROPRIATION OF TRADE SECRETS, AGAINST ALL DEFENDANTS)**

3 40. SGCC incorporates paragraphs 1 through 34 as though fully alleged in this
4 Claim for Relief.

5 41. Swingless Golf specifically admonished Defendants in Exhibits B, C, and D
6 that information about Swingless Golf's production methods and other issues constituted
7 trade secrets that belonged to Swingless Golf and could be used only by Swingless Golf
8 personnel.

9 42. Defendants ignored Swingless Golf's admonishments when they
10 misappropriated SGCC's trade secrets. Defendants directly benefitted from Defendants'
11 misappropriation of SGCC's trade secrets.

12 43. Defendants' misappropriation of SGCC's trade secrets have caused SGCC
13 general and special damages in a sum exceeding \$1,000,000. Defendants have been
14 unjustly enriched by a similar amount.

15 44. Defendants' misappropriation should be enjoined as allowed by Cal. Civ.
16 Code § 3426.2, among others.

17 45. Because Defendants' misappropriation was willful and malicious,
18 exemplary damages should be awarded pursuant to Cal. Civ. Code § 3426.3(c), as should
19 attorneys' fees, pursuant to Cal. Civ. Code § 3426.4.

20 **THIRD CLAIM FOR RELIEF**

21 **(INTENTIONAL INTERFERENCE WITH CONTRACTS, AGAINST ALL DEFENDANTS)**

22 46. SGCC incorporates paragraphs 1 through 34 as though fully alleged in this
23 Claim for Relief.

24 47. SGCC has had contractual relationships with customers for the swingless
25 golf club.

26 48. Defendants have been aware of these agreements SGCC had with its



1 customers.

2 49. Defendants' actions, as alleged above, have intentionally interfered with,
3 and ended, the agreements that SGCC had with its customers.

4 50. SGCC is informed and believes, and therefore alleges, that unless restrained
5 and enjoined by this Court, Defendants will continue to intentionally interfere with the
6 agreements SGCC has had with its customers.

7 51. Because of Defendants' actions as shown above, Defendants have
8 intentionally interfered with SGCC's rights under the agreements SGCC had with
9 individual SGCC customers. As a direct result of this interference, SGCC has suffered
10 irreparable injury to its rights. SGCC has also suffered a loss of goodwill and reputation,
11 and pecuniary damages, including, but not limited to, lost profits and investments.
12 SGCC will continue to suffer such injury until this Court restrains Defendants from
13 interfering with those contractual relationships.

14 52. As a direct result of Defendants' intentional interference with the contracts
15 alleged above, SGCC has been, and will continue to be damaged in an amount to be
16 proven at trial.

17 53. Because SGCC has suffered substantial irreparable harm because of the
18 actions of Defendants as alleged above, SGCC is entitled to both preliminary and
19 permanent injunctive relief, as well as damages provided by law.

20 54. Because Defendants' interference with contracts was willful and malicious,
21 exemplary damages should be awarded.

22 **FOURTH CLAIM FOR RELIEF**

23 **(INTENTIONAL INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE,**
24 **AGAINST ALL DEFENDANTS)**

25 55. SGCC incorporates paragraphs 1 through 34 as though fully alleged in this
26 Claim for Relief.



1 56. SGCC had a reasonable probability of profitable economic relationships
2 with others. However, because of Defendants' tortious interference, those probable
3 economic relationships were lost to SGCC.

4 57. SGCC was directly harmed by the actions of Defendants as alleged in this
5 Claim for Relief. SGCC was damaged in a sum to be proven at trial.

6 58. Because Defendants' interference was willful and malicious, exemplary
7 damages should be awarded.

8 **FIFTH CLAIM FOR RELIEF**

9 **(UNFAIR COMPETITION AGAINST ALL DEFENDANTS)**

10 59. SGCC incorporates paragraphs 1 through 58 as though fully alleged in this
11 Claim for Relief.

12 60. SGCC is informed and believes, and therefore alleges, that the acts
13 complained of above by Defendants, constitute unfair competition in violation of Cal.
14 Bus. & Prof. Code §17200, *et seq.*

15 61. SGCC is informed and believes, and therefore alleges, that until enjoined by
16 this Court, Defendants will continue to compete unfairly with SGCC.

17 62. SGCC is informed and believes, and therefore alleges, that it has been
18 directly damaged by the acts of unfair competition of Defendants, as alleged above, and
19 will continue to suffer such damage until Defendants are restrained by this Court.

20 63. SGCC is informed and believes, and therefore alleges, that Defendants have
21 received, and will continue to receive, unjust enrichment from the unfair competition
22 alleged above.

23 64. SGCC is informed and believes, and therefore alleges, that Defendants' acts
24 will continue to cause substantial irreparable harm to SGCC until this Court enjoins
25 Defendants from continued unfair competition. SGCC is therefore entitled to both
26 preliminary and permanent injunctive relief.



1 73. SGCC is the successor-in-interest to Swingless Golf.

2 74. Swingless Golf and SGCC have satisfied every condition precedent to
3 Defendants' performance.

4 75. The Individual Defendants have violated such proprietary information
5 agreements by, among other things, using the IP, using the confidential company
6 information, and disclosing the IP to third parties.

7 **VI. JURY DEMAND**

8 76. Plaintiffs demand a trial by jury.

9 **VII. PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs pray for judgment against defendants as follows
11 and for the following relief:

- 12 1. Compensatory damages in an amount according to proof;
- 13 2. Statutory damages in an amount according to proof;
- 14 3. Exemplary damages in an amount according to proof;
- 15 4. Preliminary and permanent injunctive relief, restraining Defendants and all
16 those in concert with them, from:
- 17 a. Making, selling, or otherwise making available any device that uses:
- 18 (I) The "Ballistic Impeller Golf Club;" United States Patent and
19 Trademark Office ("PTO") serial number 5,522,594 (the "594
20 Patent");
- 21 (ii) The "Variable Range Device For Ballistic Impeller Golf Club;"
22 PTO serial number 5,816,927 (the "927 Patent");
- 23 (iii) "The Ballistic Impeller Golf Club;" PTO serial number
24 5,924,932 (the "932 Patent"); and
- 25 (iv) "The Cartridge Holder for a Ballistic Impeller Golf Club;" PTO
26 serial number 6,139,440 (the "440' Patent").



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- b. Using any trade secrets belonging to Plaintiff; and
 - c. Assigning, or attempting to assign, the rights to any Patent or intellectual property belonging to SGCC without the order of this Court.
- 5. Costs of suit, including attorneys' fees to the extent allowed by law; and
 - 6. Such other relief as the Court deems just.

Dated: December 15, 2008

BAY OAK LAW

By: 
ANDREW K. JACOBSON
Counsel for Plaintiff



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EXHIBIT A
(TAYLOR PATENT ASSIGNMENT)

07-21-2003
102501502

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office RE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2-21-03
Roy H. Taylor
38940 Cherry Court
Fremont CA 94536

2. Name and address of receiving party(ies)
Name: Swingless Golf Corporation
Internal Address: _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Street Address: _____
38940 Cherry Court
City: Fremont State: CA Zip: 94536

Execution Date: June 8, 2002

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____
B. Patent No.(s) #5,522,594 #5,924,932
and #5,816,927
Additional numbers attached? Yes No

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

Name: James DePorche, President
Internal Address: Swingless Golf Corp.
Street Address: _____
7347 Huntignton Square Lane #139
Citrus
City: Heights State: CA Zip: 95621

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 120.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
FEB 21 2003
(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.

Roy H. Taylor Roy H Taylor 2-5-03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 1

12/25/2003 ECDOPER 00000250 5522594

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

11. FC:0021 120.00 DP

Assignment of Patent Rights

Whereas, Roy H. Taylor ("Assignor") is owner of the invention known as the Swingless Golf Club as described within the following three U.S. Patent Applications signed by Assignor:

Description	Applications #	Date	Patent Serial #	Filing Date
Ballistic Impeller Golf Club	500,413	07/10/95	5,522,594	08/04/96
Ballistic Impeller Golf Club	746,672	11/14/96	5,924,932	07/20/99
Variable Range Device For Ballistic Impeller Golf Club	806,383	02/27/97	5,816,927	10/06/98

Whereas, Swingless Golf Corporation ("Assignee") desires to acquire all rights in and to the Patent Applications and the patents (and any reissues or extensions) that may be granted.

Now, therefore, for valuable consideration including stock, the receipt of which is acknowledged, and payment to Assignor of future royalties in the form of 3% of gross profit per Swingless Golf Club sold by Assignee, Assignor assigns to Assignee 100% of his right, title, and interest in the invention and Patent Applications (as well as such rights in any divisions, continuations in whole or part or substitute Applications) filed claiming the benefit of the Patent Applications, to Assignee for the entire term of the issued Patents and any reissues or extensions that may be granted, for Assignee's use in manufacturing and selling Swingless Golf clubs in the fifty (50) United States and the remainder of Continental North America including the Caribbean Islands (the CNA Region).

Assignor authorizes the United States Patent and Trademark Office to issue any Patents resulting from the Patent Applications to Assignee according to the percentage interest indicated in this assignment. The right, title and interest are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made. Assignee's obligation to pay royalties to Assignor, and to pay all future patent maintenance fees and make available all cost of goods data to Assignor on demand, shall also extend to Assignee's successors and assigns.

Assignor further agrees to: (a) cooperate with Assignee in the prosecution of the Applications; (b) execute, verify, acknowledge and deliver all such further papers, including patent Applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patents for the invention.

Assignor: ROY H. TAYLOR
Print Name

Roy H Taylor
Sign Name

6-8-02
Date

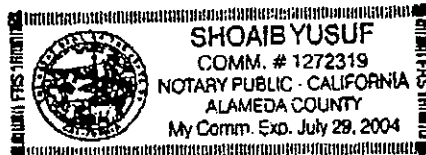
For Notary Public: On this 8th day of JUNE, 2002 before me, Shoaib Yusuf the undersigned Notary Public, personally appeared Roy H. Taylor Assignor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal in Alameda County of California on the date set forth in this certificate.

Shoaib Yusuf

Notary Public

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EXHIBIT B
(TAYLOR IP ASSIGNMENT)

**CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT
FOR CONSULTANTS AND EMPLOYEES**

This CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT (the "Agreement") is made between Swingless Golf Corporation, a California corporation, (the "Company") and the undersigned consultant or employee.

In consideration of my employment or continued employment as a consultant with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates* of the Company), the receipt of confidential information while associated with the Company, and other good and valuable consideration, present or future, I, the undersigned individual, agree that:

1. Applicability to Consultants. As used in this agreement, references to employment are deemed to include and refer to consulting relationships as well.

2. Confidentiality.

(a) Definitions. "Proprietary Information" is all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its Affiliates, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. All Proprietary Information not generally known outside of the Company's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

(1) formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;

(2) information about costs, profits, markets, sales, contracts, lists of customers, vendors and distributors and pricing information for same;

(3) business, marketing, and strategic plans;

(4) forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and

(5) personnel files and any manner of compensation information, including my own and that of others.

Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company.

(b) Existence of Confidential Information. The Company owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by the Company to me, but also information developed or learned by me during the course of my employment with the Company.

(c) Protection of Confidential Information. I will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in my assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or after my employment with the Company. In the event I desire to publish the results of my work for the Company through literature or speeches, I will submit such literature or speeches to the Company at least 15 days before dissemination of such information for a determination of whether such disclosure may alter trade secret status, may be highly prejudicial to the interests of the Company, or may constitute an invasion of its privacy. I agree not to publish, disclose or otherwise disseminate such information without prior written approval of the Company. I acknowledge awareness that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets.

(d) Delivery of Confidential Information. Upon request or upon termination of my employment or consulting relationship with the Company, I will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company

* For purposes of this agreement, "Affiliate" shall mean any person or entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

including, but not limited to, those relating to or containing Confidential Information.

(e) Location and Reproduction. I shall maintain at my work station and/or any other place under my control only such Confidential Information as I have a current "need to know." I shall return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. I shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need of the Company for reproduction.

(f) Prior Actions and Knowledge. I represent and warrant that from the time of my first contact with the Company I have held in strict confidence all Confidential Information and have not disclosed any Confidential Information, directly or indirectly, to anyone outside the Company, or used, copied, published, or summarized any Confidential information, except to the extent otherwise permitted in this Agreement.

(g) Third-Party Information. I acknowledge that the Company has received and in the future will receive from third parties their confidential information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that, during the Period of Employment and thereafter, I will hold all such confidential information in the strictest confidence and not to disclose or use it, except as necessary to perform my obligations hereunder and as is consistent with the Company's agreement with such third parties.

(h) Third Parties. I represent that my employment with the Company does not and will not breach any agreements with or duties to a former employer or any other third party. I will not disclose to the Company or use on its behalf any confidential information belonging to others and I will not bring onto the premises of the Company any confidential information belonging to any such party unless consented to in writing by such party.

3. Proprietary Rights, Inventions and New Ideas.

(a) Definition. The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created which: (1) relate to the Company's current or contemplated business or activities; (2) relate to the Company's actual or demonstrably anticipated research or development; (3) result from any work performed by me for

the Company; (4) involve the use of the Company's equipment, supplies, facilities or trade secrets; (5) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to me; or (6) result from my access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials").

(b) Company Ownership. All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. I shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, I agree to assign to the Company, without further consideration, my entire right, title and interest in and to each and every such Subject Idea and Invention.

(c) California Labor Code (If Applicable). However, Section 3(b) shall not apply if and to the extent that California Labor Code Section 2870 lawfully prohibits the assignment of rights in such intellectual property. I acknowledge that I understand the limits placed on this definition by California Labor Code Section 2870, if applicable to me, which provides:

(1) "Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

a. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

b. Result from any work performed by the employee for the employer.

(2) To the extent a provision in an employment agreement purports to require an

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employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."

(d) Burden. I understand that I bear the full burden of proving to the Company that an Invention qualifies fully under Section 2870. I agree to disclose promptly to the Company full details of any and all Subject Ideas and Inventions.

(e) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Subject Ideas and Inventions and their development made by me (solely or jointly with others) during the term of my employment with the Company. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. These records will be available to and remain the sole property of the Company at all times.

(f) Determination of Subject Ideas and Inventions. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing ("Intellectual Property"), that I do not believe to be a Subject Idea or Invention, but that is conceived, developed, or reduced to practice by the Company (alone by me or with others) during the Period of Employment and for one (1) year thereafter, shall be disclosed promptly by me to the Company. The Company shall examine such information to determine if the Intellectual Property is a Subject Idea or Invention subject to this Agreement.

(g) Access. Because of the difficulty of establishing when Subject Ideas or Inventions are first conceived by me, or whether it results from my access to Confidential Information or Company Materials, I agree that any Subject Idea and Invention shall, among other circumstances, be deemed to have resulted from my access to Company Materials if: (1) it grew out of or resulted from my work with the Company or is related to the business of the Company, and (2) it is made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other proprietary protection is filed thereon, by me or with my significant aid, within one year after termination of the Period of Employment.

(h) Assistance. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary:

(1) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(2) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection; and

(3) to cooperate with the Company (but at the Company's expense) in any enforcement or infringement proceeding on such letters patent, copyright or other analogous protection.

(i) Authorization to Company. In the event the Company is unable, after reasonable effort, to secure my signature on any patent, copyright or other analogous protection relating to a Subject Idea and Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any such application, applications or other documents and do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents and copyrights for Subject Ideas and Inventions in any and all countries shall continue beyond the termination of my relationship with the Company, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

(j) Exhibit. I acknowledge that there are no currently existing ideas, processes, inventions, discoveries, marketing or business ideas or improvements which I desire to exclude from the operation of this Agreement, unless a reference thereto has been attached as an exhibit hereto. To the best of my knowledge, there is no other contract to assign inventions, trademarks, copyrights, ideas, processes, discoveries or other intellectual property that is now in existence between me and any other person (including any business or governmental entity).

(k) No Use of Name. I shall not at any time use the Company's name or any the Company trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of the Company.

4. Competitive Activity.

(a) Acknowledgment. I acknowledge that the pursuit of the activities forbidden by Section 4(b) below would necessarily involve the use, disclosure or misappropriation of Confidential Information.

(b) Prohibited Activity. To prevent the above-described disclosure, misappropriation and breach, I agree that during my employment and for a period of one (1) year after termination of the Period of Employment, without the Company's express written consent, I shall not, directly or indirectly, (i) employ, solicit for employment, or recommend for employment any person employed by the Company (or any Affiliate); and (ii) engage in any present or contemplated business activity that is or may be competitive with the Company (or any Affiliate) in any state where the Company conducts or plans to conduct its business, unless I can prove that any action taken in contravention of this subsection (ii) was done without use in any way of Confidential Information.

5. Representations and Warranties. I represent and warrant (i) that I have no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with my undertaking a relationship with the Company; (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; (iii) that I will not use in the performance of my responsibilities for the Company any materials or documents of a former employer; and (iv) that I have not entered into or will enter into any agreement (oral or written) in conflict with this Agreement.

6. Termination Obligations.

(a) Upon the termination of my relationship with the Company or promptly upon the Company's request, I shall surrender to the Company all equipment, tangible Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), any other data and records of any kind, and copies thereof (collectively, "Company Records"), created on any medium and furnished to, obtained by, or prepared by myself in the course of or incident to my employment, that are in my possession or under my control.

(b) My representations, warranties, and obligations contained in this Agreement shall survive the termination of the Period of Employment.

(c) Following any termination of the Period of Employment, I will fully cooperate with the Company in all matters relating to my continuing obligations under this Agreement.

(d) In the event that I leave the employ of the Company I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

(e) Upon termination of the Period of Employment, I will execute a Certificate acknowledging compliance with this Agreement in form reasonably provided by the Company.

7. Injunctive Relief. I acknowledge that my failure to carry out any obligation under this Agreement, or a breach by me of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance. I also understand that other action may be taken and remedies enforced against me.

8. Modification. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

9. Binding Effect. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and is for the benefit of the Company, its successors and assigns.

10. Governing Law. This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the internal laws of the State of California (without reference to conflict of law principles).

11. Integration. This Agreement sets forth the parties' mutual rights and obligations with respect to proprietary information, prohibited competition, and intellectual property. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to myself and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company.

12. Employment at Will. This Agreement is not an employment agreement. I understand that the Company may terminate my association or employment with it at any time, with or without cause, subject to the terms of any separate

written employment agreement executed by a duly authorized officer of the Company.

13. Construction. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The headings of the paragraphs hereof are inserted for convenience only, and do not constitute part of and shall not be used to interpret this Agreement.

14. Attorneys' Fees. Should either I or the Company, or any heir, personal representative, successor or permitted assign of either party, resort to legal proceedings to enforce this Agreement, the prevailing party (as defined in California statutory law) in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

15. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

16. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either the Company or me (or by that party's successor), whether pursuant hereto, to any other agreement, or to law, shall not preclude or waive that party's right to exercise any or all other rights and remedies. This Agreement will inure to the benefit of the Company and its successors and assigns.

17. Nonwaiver. The failure of either the Company or me, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Company or by me must be in writing and signed by either myself, if I am seeking to waive any of my rights under this Agreement, or by an officer of the Company (other than me) or some other person duly authorized by the Company.

18. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if it is in writing, and if and when it is hand delivered or sent by regular mail, with postage prepaid, to my residence (as noted in the Company's records), or to the Company's principal office, as the case may be.

19. Date of Effectiveness. This Agreement shall be deemed effective as of the commencement of my employment with the Company.

20. Agreement to Perform Necessary Acts. I agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

21. Assignment. This Agreement may not be assigned without the Company's prior written consent.

22. Compliance with Law. I agree to abide by all federal, state, and local laws, ordinances and regulations.

23. Employee/Consultant's Acknowledgment. I acknowledge that I have had the opportunity to consult legal counsel in regard to this Agreement, that I have read and understand this Agreement, that I am fully aware of its legal effect, and that I have entered into it freely and voluntarily and based on my own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND COULD AFFECT THE EMPLOYEE'S RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY THE EMPLOYEE MAY DEVELOP DURING HIS OR HER EMPLOYMENT.

Dated: 11-15-02

Roy H Taylor
Employee or Consultant's Signature

Printed Name: Roy H. Taylor / CEO

Swingless Golf Corporation
By: Jim DePorche

Name: Jim DePorche

Title: President

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**EXHIBIT C
(FLUKE IP AGREEMENT)**

**CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT
FOR CONSULTANTS AND EMPLOYEES**

This CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT (the "Agreement") is made between Swingless Golf Corporation, a California corporation, (the "Company") and the undersigned consultant or employee.

In consideration of my employment or continued employment as a consultant with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates* of the Company), the receipt of confidential information while associated with the Company, and other good and valuable consideration, present or future, I, the undersigned individual, agree that:

1. Applicability to Consultants. As used in this agreement, references to employment are deemed to include and refer to consulting relationships as well.

2. Confidentiality.

(a) Definitions. "Proprietary Information" is all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its Affiliates, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. All Proprietary Information not generally known outside of the Company's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

(1) formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;

(2) information about costs, profits, markets, sales, contracts, lists of customers, vendors and distributors and pricing information for same;

(3) business, marketing, and strategic plans;

(4) forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and

(5) personnel files and any manner of compensation information, including my own and that of others.

Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company.

(b) Existence of Confidential Information. The Company owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by the Company to me, but also information developed or learned by me during the course of my employment with the Company.

(c) Protection of Confidential Information. I will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in my assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or after my employment with the Company. In the event I desire to publish the results of my work for the Company through literature or speeches, I will submit such literature or speeches to the Company at least 15 days before dissemination of such information for a determination of whether such disclosure may alter trade secret status, may be highly prejudicial to the interests of the Company, or may constitute an invasion of its privacy. I agree not to publish, disclose or otherwise disseminate such information without prior written approval of the Company. I acknowledge awareness that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets.

(d) Delivery of Confidential Information. Upon request or upon termination of my employment or consulting relationship with the Company, I will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company

* For purposes of this agreement, "Affiliate" shall mean any person or entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

including, but not limited to, those relating to or containing Confidential Information.

(e) Location and Reproduction. I shall maintain at my work station and/or any other place under my control only such Confidential Information as I have a current "need to know." I shall return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. I shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need of the Company for reproduction.

(f) Prior Actions and Knowledge. I represent and warrant that from the time of my first contact with the Company I have held in strict confidence all Confidential Information and have not disclosed any Confidential Information, directly or indirectly, to anyone outside the Company, or used, copied, published, or summarized any Confidential information, except to the extent otherwise permitted in this Agreement.

(g) Third-Party Information. I acknowledge that the Company has received and in the future will receive from third parties their confidential information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that, during the Period of Employment and thereafter, I will hold all such confidential information in the strictest confidence and not to disclose or use it, except as necessary to perform my obligations hereunder and as is consistent with the Company's agreement with such third parties.

(h) Third Parties. I represent that my employment with the Company does not and will not breach any agreements with or duties to a former employer or any other third party. I will not disclose to the Company or use on its behalf any confidential information belonging to others and I will not bring onto the premises of the Company any confidential information belonging to any such party unless consented to in writing by such party.

3. Proprietary Rights, Inventions and New Ideas.

(a) Definition. The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created which: (1) relate to the Company's current or contemplated business or activities; (2) relate to the Company's actual or demonstrably anticipated research or development; (3) result from any work performed by me for

the Company; (4) involve the use of the Company's equipment, supplies, facilities or trade secrets; (5) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to me; or (6) result from my access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials").

(b) Company Ownership. All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. I shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, I agree to assign to the Company, without further consideration, my entire right, title and interest in and to each and every such Subject Idea and Invention.

(c) California Labor Code (If Applicable). However, Section 3(b) shall not apply if and to the extent that California Labor Code Section 2870 lawfully prohibits the assignment of rights in such intellectual property. I acknowledge that I understand the limits placed on this definition by California Labor Code Section 2870, if applicable to me, which provides:

(1) "Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

a. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

b. Result from any work performed by the employee for the employer.

(2) To the extent a provision in an employment agreement purports to require an

employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.”

(d) Burden. I understand that I bear the full burden of proving to the Company that an Invention qualifies fully under Section 2870. I agree to disclose promptly to the Company full details of any and all Subject Ideas and Inventions.

(e) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Subject Ideas and Inventions and their development made by me (solely or jointly with others) during the term of my employment with the Company. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. These records will be available to and remain the sole property of the Company at all times.

(f) Determination of Subject Ideas and Inventions. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing (“Intellectual Property”), that I do not believe to be a Subject Idea or Invention, but that is conceived, developed, or reduced to practice by the Company (alone by me or with others) during the Period of Employment and for one (1) year thereafter, shall be disclosed promptly by me to the Company. The Company shall examine such information to determine if the Intellectual Property is a Subject Idea or Invention subject to this Agreement.

(g) Access. Because of the difficulty of establishing when Subject Ideas or Inventions are first conceived by me, or whether it results from my access to Confidential Information or Company Materials, I agree that any Subject Idea and Invention shall, among other circumstances, be deemed to have resulted from my access to Company Materials if: (1) it grew out of or resulted from my work with the Company or is related to the business of the Company, and (2) it is made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other proprietary protection is filed thereon, by me or with my significant aid, within one year after termination of the Period of Employment.

(h) Assistance. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary:

(1) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(2) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection; and

(3) to cooperate with the Company (but at the Company's expense) in any enforcement or infringement proceeding on such letters patent, copyright or other analogous protection.

(i) Authorization to Company. In the event the Company is unable, after reasonable effort, to secure my signature on any patent, copyright or other analogous protection relating to a Subject Idea and Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any such application, applications or other documents and do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents and copyrights for Subject Ideas and Inventions in any and all countries shall continue beyond the termination of my relationship with the Company, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

(j) Exhibit. I acknowledge that there are no currently existing ideas, processes, inventions, discoveries, marketing or business ideas or improvements which I desire to exclude from the operation of this Agreement, unless a reference thereto has been attached as an exhibit hereto. To the best of my knowledge, there is no other contract to assign inventions, trademarks, copyrights, ideas, processes, discoveries or other intellectual property that is now in existence between me and any other person (including any business or governmental entity).

(k) No Use of Name. I shall not at any time use the Company's name or any the Company trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of the Company.

4. Competitive Activity.

(a) Acknowledgment. I acknowledge that the pursuit of the activities forbidden by Section 4(b) below would necessarily involve the use, disclosure or misappropriation of Confidential Information.

(b) Prohibited Activity. To prevent the above-described disclosure, misappropriation and breach, I agree that during my employment and for a period of one (1) year after termination of the Period of Employment, without the Company's express written consent, I shall not, directly or indirectly, (i) employ, solicit for employment, or recommend for employment any person employed by the Company (or any Affiliate); and (ii) engage in any present or contemplated business activity that is or may be competitive with the Company (or any Affiliate) in any state where the Company conducts or plans to conduct its business, unless I can prove that any action taken in contravention of this subsection (ii) was done without use in any way of Confidential Information.

5. Representations and Warranties. I represent and warrant (i) that I have no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with my undertaking a relationship with the Company; (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; (iii) that I will not use in the performance of my responsibilities for the Company any materials or documents of a former employer; and (iv) that I have not entered into or will enter into any agreement (oral or written) in conflict with this Agreement.

6. Termination Obligations.

(a) Upon the termination of my relationship with the Company or promptly upon the Company's request, I shall surrender to the Company all equipment, tangible Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), any other data and records of any kind, and copies thereof (collectively, "Company Records"), created on any medium and furnished to, obtained by, or prepared by myself in the course of or incident to my employment, that are in my possession or under my control.

(b) My representations, warranties, and obligations contained in this Agreement shall survive the termination of the Period of Employment.

(c) Following any termination of the Period of Employment, I will fully cooperate with the Company in all matters relating to my continuing obligations under this Agreement.

(d) In the event that I leave the employ of the Company I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

(e) Upon termination of the Period of Employment, I will execute a Certificate acknowledging compliance with this Agreement in form reasonably provided by the Company.

7. Injunctive Relief. I acknowledge that my failure to carry out any obligation under this Agreement, or a breach by me of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance. I also understand that other action may be taken and remedies enforced against me.

8. Modification. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

9. Binding Effect. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and is for the benefit of the Company, its successors and assigns.

10. Governing Law. This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the internal laws of the State of California (without reference to conflict of law principles).

11. Integration. This Agreement sets forth the parties' mutual rights and obligations with respect to proprietary information, prohibited competition, and intellectual property. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to myself and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company.

12. Employment at Will. This Agreement is not an employment agreement. I understand that the Company may terminate my association or employment with it at any time, with or without cause, subject to the terms of any separate

written employment agreement executed by a duly authorized officer of the Company.

13. Construction. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The headings of the paragraphs hereof are inserted for convenience only, and do not constitute part of and shall not be used to interpret this Agreement.

14. Attorneys' Fees. Should either I or the Company, or any heir, personal representative, successor or permitted assign of either party, resort to legal proceedings to enforce this Agreement, the prevailing party (as defined in California statutory law) in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

15. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

16. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either the Company or me (or by that party's successor), whether pursuant hereto, to any other agreement, or to law, shall not preclude or waive that party's right to exercise any or all other rights and remedies. This Agreement will inure to the benefit of the Company and its successors and assigns.

17. Nonwaiver. The failure of either the Company or me, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Company or by me must be in writing and signed by either myself, if I am seeking to waive any of my rights under this Agreement, or by an officer of the Company (other than me) or some other person duly authorized by the Company.

18. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if it is in writing, and if and when it is hand delivered or sent by regular mail, with postage prepaid, to my residence (as noted in the Company's records), or to the Company's principal office, as the case may be.

19. Date of Effectiveness. This Agreement shall be deemed effective as of the commencement of my employment with the Company.

20. Agreement to Perform Necessary Acts. I agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

21. Assignment. This Agreement may not be assigned without the Company's prior written consent.

22. Compliance with Law. I agree to abide by all federal, state, and local laws, ordinances and regulations.

23. Employee/Consultant's Acknowledgment. I acknowledge that I have had the opportunity to consult legal counsel in regard to this Agreement, that I have read and understand this Agreement, that I am fully aware of its legal effect, and that I have entered into it freely and voluntarily and based on my own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND COULD AFFECT THE EMPLOYEE'S RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY THE EMPLOYEE MAY DEVELOP DURING HIS OR HER EMPLOYMENT.

Dated: 8/5/02

Steve Fluke
Employee or Consultant's Signature

Printed Name: STEVE FLUKE

Swingless Golf Corporation

By: Roy H Taylor

Name: Roy H. Taylor

Title: CEO

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EXHIBIT D
(STRINGER IP AGREEMENT)

**CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT
FOR CONSULTANTS AND EMPLOYEES**

This CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT (the "Agreement") is made between Swingless Golf Corporation, a California corporation, (the "Company") and the undersigned consultant or employee.

In consideration of my employment or continued employment as a consultant with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates* of the Company), the receipt of confidential information while associated with the Company, and other good and valuable consideration, present or future, I, the undersigned individual, agree that:

1. Applicability to Consultants. As used in this agreement, references to employment are deemed to include and refer to consulting relationships as well.

2. Confidentiality.

(a) Definitions. "Proprietary Information" is all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its Affiliates, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. All Proprietary Information not generally known outside of the Company's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

(1) formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;

(2) information about costs, profits, markets, sales, contracts, lists of customers, vendors and distributors and pricing information for same;

(3) business, marketing, and strategic plans;

(4) forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and

(5) personnel files and any manner of compensation information, including my own and that of others.

Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company.

(b) Existence of Confidential Information. The Company owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by the Company to me, but also information developed or learned by me during the course of my employment with the Company.

(c) Protection of Confidential Information. I will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in my assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or after my employment with the Company. In the event I desire to publish the results of my work for the Company through literature or speeches, I will submit such literature or speeches to the Company at least 15 days before dissemination of such information for a determination of whether such disclosure may alter trade secret status, may be highly prejudicial to the interests of the Company, or may constitute an invasion of its privacy. I agree not to publish, disclose or otherwise disseminate such information without prior written approval of the Company. I acknowledge awareness that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets.

(d) Delivery of Confidential Information. Upon request or upon termination of my employment or consulting relationship with the Company, I will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company

* For purposes of this agreement, "Affiliate" shall mean any person or entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

including, but not limited to, those relating to or containing Confidential Information.

(e) Location and Reproduction. I shall maintain at my work station and/or any other place under my control only such Confidential Information as I have a current "need to know." I shall return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. I shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need of the Company for reproduction.

(f) Prior Actions and Knowledge. I represent and warrant that from the time of my first contact with the Company I have held in strict confidence all Confidential Information and have not disclosed any Confidential Information, directly or indirectly, to anyone outside the Company, or used, copied, published, or summarized any Confidential information, except to the extent otherwise permitted in this Agreement.

(g) Third-Party Information. I acknowledge that the Company has received and in the future will receive from third parties their confidential information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that, during the Period of Employment and thereafter, I will hold all such confidential information in the strictest confidence and not to disclose or use it, except as necessary to perform my obligations hereunder and as is consistent with the Company's agreement with such third parties.

(h) Third Parties. I represent that my employment with the Company does not and will not breach any agreements with or duties to a former employer or any other third party. I will not disclose to the Company or use on its behalf any confidential information belonging to others and I will not bring onto the premises of the Company any confidential information belonging to any such party unless consented to in writing by such party.

3. Proprietary Rights, Inventions and New Ideas.

(a) Definition. The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created which: (1) relate to the Company's current or contemplated business or activities; (2) relate to the Company's actual or demonstrably anticipated research or development; (3) result from any work performed by me for

the Company; (4) involve the use of the Company's equipment, supplies, facilities or trade secrets; (5) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to me; or (6) result from my access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials").

(b) Company Ownership. All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. I shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, I agree to assign to the Company, without further consideration, my entire right, title and interest in and to each and every such Subject Idea and Invention.

(c) California Labor Code (If Applicable). However, Section 3(b) shall not apply if and to the extent that California Labor Code Section 2870 lawfully prohibits the assignment of rights in such intellectual property. I acknowledge that I understand the limits placed on this definition by California Labor Code Section 2870, if applicable to me, which provides:

(1) "Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

a. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

b. Result from any work performed by the employee for the employer.

(2) To the extent a provision in an employment agreement purports to require an

4. Competitive Activity.

(a) Acknowledgment. I acknowledge that the pursuit of the activities forbidden by Section 4(b) below would necessarily involve the use, disclosure or misappropriation of Confidential Information.

(b) Prohibited Activity. To prevent the above-described disclosure, misappropriation and breach, I agree that during my employment and for a period of one (1) year after termination of the Period of Employment, without the Company's express written consent, I shall not, directly or indirectly, (i) employ, solicit for employment, or recommend for employment any person employed by the Company (or any Affiliate); and (ii) engage in any present or contemplated business activity that is or may be competitive with the Company (or any Affiliate) in any state where the Company conducts or plans to conduct its business, unless I can prove that any action taken in contravention of this subsection (ii) was done without use in any way of Confidential Information.

5. Representations and Warranties. I represent and warrant (i) that I have no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with my undertaking a relationship with the Company; (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; (iii) that I will not use in the performance of my responsibilities for the Company any materials or documents of a former employer; and (iv) that I have not entered into or will enter into any agreement (oral or written) in conflict with this Agreement.

6. Termination Obligations.

(a) Upon the termination of my relationship with the Company or promptly upon the Company's request, I shall surrender to the Company all equipment, tangible Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), any other data and records of any kind, and copies thereof (collectively, "Company Records"), created on any medium and furnished to, obtained by, or prepared by myself in the course of or incident to my employment, that are in my possession or under my control.

(b) My representations, warranties, and obligations contained in this Agreement shall survive the termination of the Period of Employment.

(c) Following any termination of the Period of Employment, I will fully cooperate with the Company in all matters relating to my continuing obligations under this Agreement.

(d) In the event that I leave the employ of the Company I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

(e) Upon termination of the Period of Employment, I will execute a Certificate acknowledging compliance with this Agreement in form reasonably provided by the Company.

7. Injunctive Relief. I acknowledge that my failure to carry out any obligation under this Agreement, or a breach by me of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance. I also understand that other action may be taken and remedies enforced against me.

8. Modification. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

9. Binding Effect. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and is for the benefit of the Company, its successors and assigns.

10. Governing Law. This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the internal laws of the State of California (without reference to conflict of law principles).

11. Integration. This Agreement sets forth the parties' mutual rights and obligations with respect to proprietary information, prohibited competition, and intellectual property. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to myself and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company.

12. Employment at Will. This Agreement is not an employment agreement. I understand that the Company may terminate my association or employment with it at any time, with or without cause, subject to the terms of any separate

employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.”

(d) Burden. I understand that I bear the full burden of proving to the Company that an Invention qualifies fully under Section 2870. I agree to disclose promptly to the Company full details of any and all Subject Ideas and Inventions.

(e) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Subject Ideas and Inventions and their development made by me (solely or jointly with others) during the term of my employment with the Company. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. These records will be available to and remain the sole property of the Company at all times.

(f) Determination of Subject Ideas and Inventions. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing (“Intellectual Property”), that I do not believe to be a Subject Idea or Invention, but that is conceived, developed, or reduced to practice by the Company (alone by me or with others) during the Period of Employment and for one (1) year thereafter, shall be disclosed promptly by me to the Company. The Company shall examine such information to determine if the Intellectual Property is a Subject Idea or Invention subject to this Agreement.

(g) Access. Because of the difficulty of establishing when Subject Ideas or Inventions are first conceived by me, or whether it results from my access to Confidential Information or Company Materials, I agree that any Subject Idea and Invention shall, among other circumstances, be deemed to have resulted from my access to Company Materials if: (1) it grew out of or resulted from my work with the Company or is related to the business of the Company, and (2) it is made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other proprietary protection is filed thereon, by me or with my significant aid, within one year after termination of the Period of Employment.

(h) Assistance. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary:

(1) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(2) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection; and

(3) to cooperate with the Company (but at the Company's expense) in any enforcement or infringement proceeding on such letters patent, copyright or other analogous protection.

(i) Authorization to Company. In the event the Company is unable, after reasonable effort, to secure my signature on any patent, copyright or other analogous protection relating to a Subject Idea and Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any such application, applications or other documents and do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents and copyrights for Subject Ideas and Inventions in any and all countries shall continue beyond the termination of my relationship with the Company, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

(j) Exhibit. I acknowledge that there are no currently existing ideas, processes, inventions, discoveries, marketing or business ideas or improvements which I desire to exclude from the operation of this Agreement, unless a reference thereto has been attached as an exhibit hereto. To the best of my knowledge, there is no other contract to assign inventions, trademarks, copyrights, ideas, processes, discoveries or other intellectual property that is now in existence between me and any other person (including any business or governmental entity).

(k) No Use of Name. I shall not at any time use the Company's name or any the Company trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of the Company.

written employment agreement executed by a duly authorized officer of the Company.

13. Construction. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The headings of the paragraphs hereof are inserted for convenience only, and do not constitute part of and shall not be used to interpret this Agreement.

14. Attorneys' Fees. Should either I or the Company, or any heir, personal representative, successor or permitted assign of either party, resort to legal proceedings to enforce this Agreement, the prevailing party (as defined in California statutory law) in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

15. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

16. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either the Company or me (or by that party's successor), whether pursuant hereto, to any other agreement, or to law, shall not preclude or waive that party's right to exercise any or all other rights and remedies. This Agreement will inure to the benefit of the Company and its successors and assigns.

17. Nonwaiver. The failure of either the Company or me, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Company or by me must be in writing and signed by either myself, if I am seeking to waive any of my rights under this Agreement, or by an officer of the Company (other than me) or some other person duly authorized by the Company.

18. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if it is in writing, and if and when it is hand delivered or sent by regular mail, with postage prepaid, to my residence (as noted in the Company's records), or to the Company's principal office, as the case may be.

19. Date of Effectiveness. This Agreement shall be deemed effective as of the commencement of my employment with the Company.

20. Agreement to Perform Necessary Acts. I agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

21. Assignment. This Agreement may not be assigned without the Company's prior written consent.

22. Compliance with Law. I agree to abide by all federal, state, and local laws, ordinances and regulations.

23. Employee/Consultant's Acknowledgment. I acknowledge that I have had the opportunity to consult legal counsel in regard to this Agreement, that I have read and understand this Agreement, that I am fully aware of its legal effect, and that I have entered into it freely and voluntarily and based on my own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND COULD AFFECT THE EMPLOYEE'S RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY THE EMPLOYEE MAY DEVELOP DURING HIS OR HER EMPLOYMENT.

Dated: 08/12/03

MC [Signature]
Employee or Consultant's Signature

Printed Name: Mike Stringer

Swingless Golf Corporation
By: [Signature]
Name: Jim DePorche

Title: President

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**EXHIBIT E
(JUDGMENT)**



1 Paul L. Gumina, Esq. (SBN 160110)
2 The Law Offices of Paul L. Gumina
3 675 N. First St., Suite 1240
4 San Jose, CA 95112
5 Telephone: (408) 885-9630
6 Facsimile: (408) 885-9699
7 Attorney for Plaintiff
8 SWINGLESS GOLF CORPORATION

FILED
ALAMEDA COUNTY

AUG 11 2005

CLERK OF THE SUPERIOR COURT
By Deputy
Deputy

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF ALAMEDA

HAYWARD HALL OF JUSTICE - UNLIMITED CIVIL DIVISION

11 SWINGLESS GOLF CORPORATION;

12 Plaintiff,

13 vs.

14 ROY H. TAYLOR, individually and d/b/a
15 Centerfire Golf Company, and d/b/a New River
16 Industries Corporation; CENTERFIRE GOLF
17 COMPANY, a California corporation; NEW
18 RIVER INDUSTRIES CORPORATION, a
Mississippi corporation; and DOES 1 through 50,
inclusive,

19 Defendants

) Case No.: HG04153465

) JUDGMENT ON MOTION TO ENFORCE
) WRITTEN SETTLEMENT AGREEMENT

) DATE: July 14, 2005

) TIME: 3:30 PM

) DEPT: 522

20
21 The matter, having come on regularly for hearing as captioned, above; upon consideration of the
22 evidence and arguments presented by the parties, and pursuant to Code of Civil Procedure § 664.6;

23 IT IS ORDERED:

24 Judgment is hereby entered in favor of plaintiff SWINGLESS GOLF CORPORATION ("SGC")
25 and against defendants ROY H. TAYLOR, individually; CENTERFIRE GOLF COMPANY
26 ("CENTERFIRE") and NEW RIVER INDUSTRIES CORPORATION ("NEW RIVER") (referred to
27 collectively hereinafter as "the Taylor defendants"), and each of them, jointly and severally, as follows:
28

1 1. The terms of the Settlement Agreement attached as Exhibit A hereto and
2 incorporated herein by reference shall be the Judgment of this Court;

3 2. This Court shall retain jurisdiction to enforce any other as yet unperformed
4 terms of the Settlement Agreement pursuant to Code of Civil Procedure § 664.6.

5 3. Judgment for plaintiff's attorneys fees incurred in connection with bringing
6 this Motion to enforce the Settlement Agreement is entered in favor of Plaintiff SGC and
7 against the Taylor defendants, and each of them, jointly and severally, in the sum of
8 \$1,500.00, plus costs of \$36.30.

9
10 IT IS SO ORDERED.

11 Dated: 8/11/05

12 By: Haven A. Rodrigue
13 JUDGE OF THE SUPERIOR COURT
14 COMMISSIONER

15 Approved as to form:

16 Date: _____
17 _____

18 James Barrett
19 Attorney for Defendants
20 Roy H. Taylor,
21 Centerfire Golf Company, and
22 New River Industries Corporation
23
24
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA) ss.

I am a citizen of the United States and employed in the County of Santa Clara, State of California; I am over the age of 18 years and not a party to the within entitled action; my business address is 1735 N. First St., Suite 300, San Jose, CA 95112. On July _____, 2005, I served the foregoing documents, described as follows:

JUDGMENT ON MOTION TO ENFORCE WRITTEN SETTLEMENT AGREEMENT

on the interested parties to said action by the following means:

(By Mail) By placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on that date following ordinary business practices, in the United States Mail at the Law Offices of Paul L. Gumina, PC, San Jose, California, addressed as shown below. I am readily familiar with this business's practice for collection and processing of correspondence for mailing with the U.S. Postal Service, and in the ordinary course of business correspondence would be deposited with the U.S. Postal Service the same day it was placed for collection and processing.

(By Personal Service) By personally delivering a true copy thereof, enclosed in a sealed envelope, to the addressees shown below.

(By Hand Delivery) By causing a true copy thereof, enclosed in a sealed envelope, to be delivered by hand to the addresses shown below.

(By Overnight Delivery) By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges prepaid, to be sent by _____, addressed as shown below.

(By Facsimile Transmission) By transmitting a true copy thereof by facsimile transmission from facsimile number (408) 573-7185, to the interested parties to said action; the transmission was reported as complete and without error, and a copy of the transmission report, which was properly issued by the transmitting facsimile machine. Said documents were transmitted to the interested parties as shown below at _____

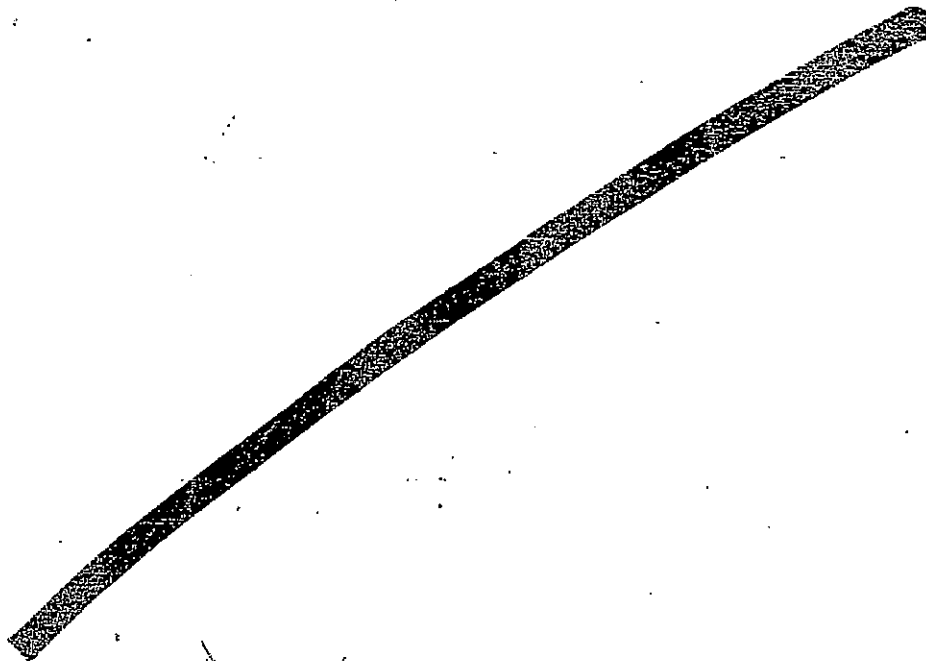
I declare under penalty of perjury that the foregoing is true and correct.

Executed on July _____, 2005 in San Jose, California.

NAME AND ADDRESS OF EACH PERSON SERVED:

James Barrett, Esq.
Ellis & Barrett
789 Castro Street
Mountain View, CA 94041
Counsel for Roy H. Taylor,
Centerfire Golf Company, and
New River Industries Corporation

EXHIBIT A



SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (hereinafter, "Agreement") is made by and among the parties herein, SWINGLESS GOLF CORPORATION (hereinafter collectively referred to as "SGC"); and the following parties: ROY H. TAYLOR, individually and d/b/a Centerfire Golf Company, and d/b/a New River Industries Corporation; CENTERFIRE GOLF COMPANY, a California corporation; and NEW RIVER INDUSTRIES CORPORATION, a Mississippi corporation, (hereinafter collectively referred to as "the TAYLOR defendants").

Whereas, disputes have arisen between SCG and the TAYLOR defendants concerning transactions and occurrences entered into by and / or between the parties to this Agreement, which disputes resulted in a lawsuit entitled "Swingless Golf Corporation v. ROY H. TAYLOR, et al., Alameda Superior Court No. HG04153465 (hereinafter referred to as "the Litigation").

By executing this Agreement, the parties herein desire to resolve and put to an end the Litigation. Nothing in this Agreement shall be construed in any way as an admission by any party hereto of the truth of any matter at issue in the above-described dispute, nor any other admission of breach, wrongdoing or fault by any party.

THEREFORE, in consideration of the mutual covenants described herein, and for good value and consideration, IT IS HEREBY AGREED AND STIPULATED AS FOLLOWS:

1. CONSIDERATION

In consideration for the performances of the respective parties to this Agreement as specified below, the parties hereby agree as follow:

A. As between plaintiff Swingless Golf Corporation ("SGC") and the TAYLOR defendants, and each of them, only, SGC is declared to be the rightful owner and assignee of all right, title, and interest in US Patent Number 5,924,932 (hereinafter, "The 932 Patent") for the "Ballistic Impeller Golf Club." Defendant Roy Taylor agrees to execute and record with the U.S. Patent & Trademark Office (hereinafter, "USPTO") a document, drafted by counsel for SGC, entitled "Rescission of Assignment of Assignor's Interest," for the purpose of rescinding the September 29, 2003 assignment of the 932 Patent he executed and recorded in favor of NEW RIVER INDUSTRIES CORPORATION (hereinafter referred to as "New River"). New River shall also execute this document consenting to and accepting the rescission of the assignment. Roy Taylor, on behalf of CENTERFIRE GOLF COMPANY (hereinafter referred to as "Centerfire"), shall execute and record with the USPTO a document, entitled "Rescission of Assignment of Assignor's Interest," for the purpose of rescinding the September 26, 2003 of the 932 Patent assignment executed and recorded by defendant Centerfire in favor of Roy Taylor. Roy Taylor shall also execute this document consenting to the rescission of the assignment.

B. As between plaintiff SGC and the TAYLOR defendants, and each of them, only, the SGC is declared the rightful owner and assignee of all right, title, and interest in US Patent Number 5,816,927 (hereinafter, "The 927 Patent") for the "Variable Range Device for a Ballistic Impeller Golf Club." Defendant Roy Taylor agrees to execute and record with the USPTO a document, drafted by counsel for SGC, entitled "Rescission of Assignment of Assignor's Interest,"

for the purpose of rescinding the September 29, 2003 assignment of the 927 Patent he executed and recorded in favor of New River. New River shall also execute this document consenting to and accepting the rescission of the assignment. Roy Taylor, on behalf of Centerfire, shall execute and record with the USPTO a document, entitled "Rescission of Assignment of Assignor's Interest," for the purpose of rescinding the September 26, 2003 assignment of the 927 Patent executed and recorded by defendant Centerfire in favor of Roy Taylor. Roy Taylor shall also execute this document consenting to the rescission of the assignment.

C. As between plaintiff SGC and the TAYLOR defendants, and each of them, only, SGC is declared to be the rightful owner and assignee of all right, title, and interest in a trademark issued by the USPTO, Registration Number 2540696 issued on February 19, 2002, for the word mark, "Swingless" for two classes of goods and services, namely: 1) clothing, namely, gloves, hats, shirts, shorts, socks, shoes, scarves, wristbands, headbands, trousers, skirts, sweatshirts, sweat pants, ankle-warmers, T-shirts, belts, coats, jackets, ties; and, 2) sporting equipment, namely, golf clubs, golf bags, golf balls and golf-tees. The Assignment of the above-described trademark by Roy Taylor to New River executed on December 29, 2003 shall be declared by the parties to be void *ab initio* and invalid. Roy Taylor shall execute and record with the USPTO a document drafted by plaintiff's counsel, entitled "Rescission of Assignment of Assignor's Interest," for the purpose of rescinding the invalid December 29, 2003 assignment of the "Swingless" trademark in favor of New River. New River shall also execute this document consenting to and accepting the rescission of the assignment.

D. Roy Taylor will pay SGC the sum of \$10,000.00 (ten thousand dollars). Of that sum, Roy Taylor will pay \$2,500.00 (two thousand five hundred dollars) to SGC by check within ninety (90) days after he executes this Agreement. SGC will be reimbursed the remaining amount of \$7,500.00 (seven thousand five hundred dollars) out of royalties for the sale of SGC's that may become due and payable from SGC to Roy Taylor in the future, as may be required under separate agreement(s) between SGC and Roy Taylor.

E. Upon proof of performance by the TAYLOR defendants of the actions described in this Agreement identified as A, B, and C, above, SGC will dismiss the above-captioned lawsuit with prejudice.

F. By executing this agreement, and by dismissing the above-captioned lawsuit with prejudice, SGC fully and forever releases and discharges the TAYLOR defendants, and all of their respective owners, heirs, executors, administrators, assigns, agents, employees, attorneys, successors, subsidiaries, and affiliates, from any and all claims, demands, damages, actions, or causes of action that arose out of, or accrued from, any of the transactions or occurrences set forth in the complaint filed by SGC in the Litigation.

2. GENERAL PROVISIONS

The parties herein agree that they shall bear their own attorneys' fees and costs with respect to the Litigation and execution of this Agreement.

This Agreement is intended to be, and is, final and binding upon the signing of the parties hereto. This Agreement shall be considered a judicially supervised settlement per Code of Civil Procedure § 664.6, and the parties hereby request that the Court retain jurisdiction over this

settlement until there is full performance of the terms hereof. If legal action is brought to enforce any term of this Agreement, the prevailing party in the litigation shall be entitled to recover from the losing party their actual attorneys fees and costs incurred.

The parties herein warrant and covenant that they have not heretofore assigned, transferred, or granted, or purported to assign, transfer or grant any of the claims, demands, cause and causes of action disposed of by this Agreement.

The parties herein warrant and covenant that the signatories to this Agreement are vested with the authority and right to enter into this Agreement and comply with the terms thereof.

3. GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of California. Any action arising out of this AGREEMENT must be brought in a Court of competent jurisdiction in the County of Alameda, California, and the parties to this Agreement hereby stipulate to the personal jurisdiction of that Court for purposes of enforcing the terms of this Agreement.

4. MISCELLANEOUS

This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing. Neither any party, nor any attorney of any party has made any promise, representation, or warranty whatsoever, expressed or implied, concerning the subject matter hereof, to induce any party to execute this Agreement. Facsimiles of this Agreement, or counterparts, showing the execution of same by all parties shall be of the same validity, force and effect as the original thereof.

The parties further understand that the liability, if any, of the Parties with respect to the matters described in the recitals above are disputed by all Parties affected by this Agreement and this Agreement shall not be construed or treated as an admission of liability or responsibility by any Party, at any time or for any purpose.

The Parties warrant that no promise or inducement has been made or offered except as set forth herein as consideration for the Settlement Agreement and that they are represented by legal counsel who have advised of the effect of this Release which is executed under the advice and approval of said counsel. It is expressly understood and agreed that this Settlement Agreement shall be interpreted according to the laws of the State of California and shall be deemed jointly drafted by the Parties, hereto, therefore any ambiguity shall not be construed against one party and in favor of another. If a court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, in whole, or in part, then the remaining terms and provisions hereof shall be unimpaired. Such court will have the authority to modify or replace the invalid or unenforceable terms or provision with a valid and enforceable term or provision that most accurately embodies the Parties' intention with respect to the invalid or unenforceable term or provision.

6. EXECUTION OF THIS AGREEMENT BY THE PARTIES

Mar 18 05 05:02p

Offices Of Paul L Gum 408-57 185

P.5

MAR-18-2005 12:56 FROM:ROY H. TAYLOR
03/18/2005 12:56 6555683639

1(662) 838-9825
LAWI


TO:16 893699

P.1
PAGE 04/04

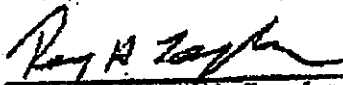
This Agreement shall be effective only when signed by all parties.

THIS IS A LEGALLY BINDING AGREEMENT. I HEREBY CERTIFY THAT I HAVE READ ALL OF THIS AGREEMENT AND CODE SECTIONS CITED HEREIN, AND FULLY UNDERSTAND ALL OF THE SAME, THAT I HAVE HAD ASSISTANCE OF COUNSEL IN REVIEWING THIS DOCUMENT, AND IN WITNESS WHEREOF I HAVE EXECUTED THIS RELEASE ON THE DAY AND YEAR WRITTEN BELOW.

Date: 3-20-05


James DePerche, President
Swingless Golf Corporation

Date: 3-18-05


Roy H. Taylor, Individually and on behalf of
New River Industries Corporation, and on behalf of
Centerfire Golf Corporation

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EXHIBIT F
(SWINGLESS TO SWCC ASSIGNMENT)

RightFax

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PAGE 002/004

Fax Server



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 25, 2006

PTAS

500155586A

JAMES DEPORCHE
3000 WEST ANN ROAD
#102-250
NORTH LAS VEGAS, NV 89031

500155586A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 09/25/2006

REEL/FRAME: 018296/0036
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS),

ASSIGNOR:
SWINGLESS GOLF CORPORATION

DOC DATE: 09/22/2006

ASSIGNEE:
SWINGLESS GOLF CLUB CORP
3000 WEST ANN ROAD
#102-250
NORTH LAS VEGAS, NEVADA 89031

SERIAL NUMBER: 08746672
PATENT NUMBER: 5924932
TITLE: BALLISTIC IMPELLER GOLF CLUB

FILING DATE: 11/14/1996
ISSUE DATE: 07/20/1999

SERIAL NUMBER: 08806383
PATENT NUMBER: 5816927
TITLE: VARIABLE RANGE DEVICE FOR A BALLISTIC IMPELLER GOLF CLUB

FILING DATE: 02/27/1997
ISSUE DATE: 10/06/1998

ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Assignment of Patent Rights

Whereas, Swingless Golf Corporation ("Assignor") has been assigned two (2) United States Patents and does act with full authority of said patents:

Description	Application #	Filing Date	Serial #	Issued Date
Ballistic Impeller Golf Club	746,672	11/04/96	5,924,932	07/20/99
Variable Range Device for Ballistic Impeller Golf Club	806,333	02/27/97	5,816,927	10/06/98

And whereas, Swingless Golf Club Corp ("Assignee") desires to acquire all rights in and to the aforesaid inventions, patents and patent applications on behalf of the existing shareholders.

Now, therefore, for valuable consideration, the receipt of which is acknowledged, Assignor by these presents, does sell assign and transfer to Assignee 100% of its right, title, and interest in the aforesaid inventions, Patents and Patent Application (as well as such rights in any divisions, continuations in whole or part or substitute applications) filed claiming the benefit of the patents, to Assignee for the entire term of the issued Patents and any reissues or extensions that may be granted, for Assignee's full use and enjoyment. These rights, titles and interests are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees to: (a) cooperate with Assignee in the prosecution of the Application; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the aforesaid Patents for the inventions.

Assignor: JAMES DEPORCHE James DePorch 9-22-06
 Print Name Sign Name Date

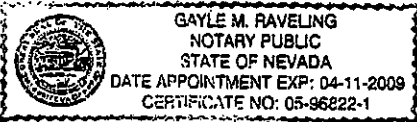
[to be completed by notary public]

On this 22 day of SEPT. 2006, before me, GAYLE M. RAVELING, the undersigned Notary Public, personally appeared JAMES DEPORCHE Assignor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal in NEVADA County of CLARK on the date set forth in this certificate.

Gayle M. Raveling
 Notary Public

COPY



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EXHIBIT G
(TAYLOR “ASSIGNMENT OF PATENT RIGHTS”)

MAR-14-2007 09:37 FROM:ROY H. TAYLOR

1 (662) 838-9825

TO: 15712730140

P.3

Assignment of Patent Rights

Swingless Golf Corporation (SGC) has been assigned two (2) United States Patents through a settle agreement.

Description	Applications#	Filing Date	Patent Serial #	Issue Date
Ballistic Impeller Golf Club	746,672	11/14/96	5,924,932	07/20/99
Variable range Device For	806,383	02/27/97	5,816,927	10/06/98
Ballistic Impeller Golf club				

WHEREAS SGC (assignor) has failed to perform as specified in said agreement, thereby resulting in a division of Swingless Golf Corporation and Inventor Roy H. Taylor desires to recover the entire, title and interest in and to the invention, the patents and patent applications (and any reissues or extensions), which are described above. Roy H. Taylor is hereafter referred to as (assignee) whose mailing address is: 334 Cedar Oaks Circle, Byhalia, Mississippi 38611. Phone number is (662) 838-3296 and fax number is (662) 838-9825.

THEREFORE, in consideration of Assignor overcoming their failure to perform in the future, the Assignee will grant a License as stipulated in the following:

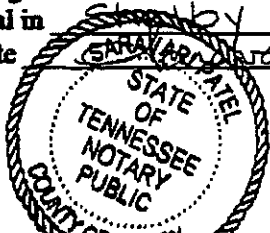
Assignee will receive 5,250,000 shares of Preferred Stock, 5,250,000 shares of Common Stock, receipt whereof is acknowledged and a Royalty of 3% of gross profit and Assignor to payback Loan to Assignee, in Exchange for the License. Assignor by these present do sell, assign and transfer unto said assignee 100% of the right, title and interest in and to the aforesaid inventions and the patents and the patent applications (as well as such rights in any divisions, continuations in whole or in part or substitute applications) filed the benefit of the patents, to assignee for the entire term of the issued patents and any reissues or extensions that may be granted, for assignee's full use and enjoyment. The right, title and interest are to be held and enjoyed by assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by assignor had this assignment not been made. It is also the assignee's obligation to pay all future patent maintenance fees.

Assignor further agrees to: (a) cooperate with Assignee in the prosecution of the applications; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as assignee lawfully may request to obtain or maintain the patent for the invention.

Executed this 13th day of March, 2007
Assignor: ROY H. TAYLOR Roy H Taylor 3-13-07
Print Name Sign Name Date

On this 13th day of March 2007, before me, Saravari Patel the undersigned Notary Public, personally appeared Roy H. Taylor, Assignor, personally known to (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

Witness my hand and official seal in Shelby County state of Tennessee on the date set forth in this certificate Saravari Patel Notary Public



My Commission Expires November 15, 2010

PATENT