

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

LBS INNOVATIONS LLC,	§	
	§	
<i>Plaintiff,</i>	§	
	§	Civil Action No. 2:11-cv-00142-
v.	§	MHS
	§	
AARON BROTHERS, INC.; <i>et al.</i> ,	§	Jury Trial Demanded
	§	
<i>Defendants.</i>	§	

**LBSI'S STIPULATION CONCERNING DISMISSAL OF ASSERTED CLAIMS
AND COVENANT NOT TO SUE REGARDING U.S. PATENT NO. 6,091,956**

Plaintiff LBS Innovations LLC (“LBSI”) hereby represents, stipulates and covenants as follows:

1. LBSI is the sole assignee and owner of all rights, title and interest in and to U.S. Patent No. 6,091,956 (the “’956 patent”) and has the sole right to seek and recover all legal, equitable and other relief for or in connection with infringement of any claims of the ’956 patent.

2. Adams Golf, Ltd. (“Adams Golf”), the remaining defendant in this lawsuit, shall have no past, present or future liability to LBSI or any successors-in-interest to the ’956 patent for any infringement, direct or indirect, of any of the claims of the ’956 patent.

3. No person shall have any past, present or future liability to LBSI or any successors-in-interest to the ’956 patent for any infringement, direct or indirect, of any of the claims of the ’956 patent based upon any use of any goods or services that have been or will be manufactured, advertised, sold or provided by Adams Golf. This representation, stipulation, and covenant does not apply to any person with regard to the use of any goods or services that have been or will be manufactured, advertised, sold or

provided by any person other than Adams Golf.

4. LBSI covenants that it will not ever bring any action, assert any claim or otherwise seek any legal, equitable or other relief for any infringement, direct or indirect, of any of the claims of the '956 patent against Adams Golf, or against any other person based upon any use of any goods or services that have been or will be manufactured, advertised, sold or provided by Adams Golf. This covenant shall be binding upon any successors-in-interest to the '956 patent.

5. The representations, stipulations, and covenants herein do not apply to any person other than Adams Golf who is presently a party to any litigation relating to the '956 patent and does not apply to any claims issued as a result of any re-examination or re-issue of the '956 patent.

Signed on November 27, 2012, by Eric W. Buether, attorney in charge, agent and representative of LBSI.

Dated: November 27, 2012

Respectfully submitted,

BUETHER JOE & CARPENTER, LLC

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**ATTORNEYS FOR PLAINTIFF
LBS INNOVATIONS LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a) on this 27th day of November, 2012. Any other counsel of record will be served by facsimile transmission.

/s/ Eric W. Buether

Eric W. Buether