

05-10-2000

OVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

4.17.00



ONLY

To the Honorable Comm.

101352325

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):
David Leadbetter Golf Academy, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation Ohio
 Other _____

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

2. Name and address of receiving party(ies):

Name: See Attachment
Internal Address: _____
Street Address: _____
City: _____ State/Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation: Florida
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

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

3. Nature of conveyance

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 9, 2000

4. Application number(s) or registration number(s)

A. Trademark Application No.

B. Trademark registration Nos.

2,042,111
2,145,129

Additional numbers attached? Yes No

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

Name: Lile H. Deinard, Esq.
Internal Address: Greenberg Traurig
MetLife Building
Street Address: 200 Park Avenue
City New York State: NY Zip 10166

05/10/2000 JJALLAH2 00000033 2042111
01 FC:481 40.00 OP
02 FC:482 25.00 OP

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ **65.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attached 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

Lile H. DEINARD Lile H. Deinard 4-14-2000
Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

8

Assignee # 1 (50% Interest)

2a. Name and address of receiving party(ies):

Name: David Leadbetter Golf Academy, Inc.

Internal Address: _____

Street Address: 1360 East 9th Street, Suite 100

City: Cleveland State/Zip: Ohio

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation: Ohio
- Other: _____

Assignee # 2 & 3 (undivided 50% Interest)

2b. Name and address of receiving party(ies):

Name: David Leadbetter, Individually

Internal Address: c/o Joe Moses

Street Address: 5950 Hazeltine National Drive, Suite 120

City: Orlando State/Zip: Florida

- Individual(s) citizenship United States
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation: _____
- Other: _____

And

2c. Name and address of receiving party(ies):

Name: David Leadbetter Enterprises, Inc.

Internal Address: c/o Joe Moses

Street Address: 5950 Hazeltine National Drive, Suite 120

City: Orlando State/Zip: Florida

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation: Florida
- Other: _____

TRADEMARK ASSIGNMENT

THIS AGREEMENT is made *nunc pro tunc*, effective as of June 13, 1996, by and between David Leadbetter Golf Academy, Inc., an Ohio corporation having its principal place of business at 1360 East 9th Street, Suite 100, Cleveland, OH 44114 (hereinafter "Assignor") on the one hand and DAVID LEADBETTER, having an address of c/o Joe Moses, 5950 Hazeltine National Drive, Suite 120, Orlando FL 32822 ("Leadbetter"), and DAVID LEADBETTER ENTERPRISES, INC., a Florida corporation having an address of c/o Joe Moses, 5950 Hazeltine National Drive, Suite 120, Orlando FL 32822 ("Enterprises") on the other (Leadbetter and Enterprises are hereinafter referred to collectively as "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the Leadbetter icon (the "Mark"), a depiction of which is attached hereto as **Exhibit A**.

WHEREAS, Assignor owns federal registrations for the Mark on the Principal Register of the United States Patent and Trademark in connection with the goods and/or services identified therein, Registration Nos. 2,042,111 and 2,145,129, registered on March 4, 1997 and March 17, 1998 respectively.

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of conveying a fifty percent (50%) undivided interest in all of Assignor's common-law and statutory rights, title, and interest in and to the Mark and the goodwill appurtenant thereto and the federal registrations therefor;

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

1. CONVEYANCE: Assignor does hereby transfer and assign to Assignees Leadbetter and Enterprises jointly and severally an undivided fifty percent (50%) interest in all of Assignor's rights, title and interest in and to the Mark, together with the goodwill symbolized by the Mark and the registrations thereof.

2. MAINTENANCE OF MARK: The parties shall reasonably cooperate to maintain the registrations and protection of the Mark. Assignee shall be responsible for ensuring that all filings, including renewals, are made with the Patent and Trademark Office. The costs associated with any such filings which are required to maintain the Mark's registrations shall be shared equally by the Assignor and Assignee.

3. POLICING OF MARK: The parties shall both endeavor to police the Mark for any infringement. If there should occur any infringement of the Mark by third parties, Assignor shall have the right in the first instance to take action at its sole expense in response to such infringing activities. Assignor and Assignee will inform the other immediately of any suspected third party infringement.

4. LITIGATION: If there should occur any infringement of the Mark by third parties, Assignor shall have the right in the first instance to take action at its own expense in response to any such infringing activities. In the event that Assignor fails to file suit to seek injunctive relief within thirty (30) days of learning of such activities, Assignee shall have the right to file such suit at its sole expense. Assignor and Assignee agree to consult with the other with regard to any suits filed pursuant hereto, and to execute such consents or other documents as may be reasonably necessary for the other party to file suit pursuant hereto. Any monetary proceeds of any enforcement action taken pursuant hereto shall be retained by, and be the sole property of, the party taking the enforcement action or, if both Assignor and Assignee participate

in such action, the proceeds shall be divided pro rata on the amounts expended by each party in pursuing the action.

5. SUBLICENSING OR ASSIGNMENT: Assignee agrees that it shall not cause its undivided fifty percent (50%) interest in the Mark to be transferred, assigned, licensed, sublicensed or conveyed to (a) any competitor of Assignor, (b) any competitor of any of the International Management Group, Inc. companies in the sports marketing or client representation areas, or (c) any affiliate of any of the foregoing, so long as Assignor holds a fifty percent (50%) interest in the Mark.

6. INCONTESTABILITY: In no event shall Assignee directly or indirectly contest or assist any party in contesting Assignor's ownership of a fifty percent (50%) interest in the Mark or the validity thereof.

7. NO REPRESENTATION OR WARRANTY: Assignor makes no representation or warranty of any kind as to the Mark or the validity or enforceability thereof.

8. REMEDIES: The parties acknowledge and agree that irreparable damage will result to the non-breaching party in the event that this Agreement is not specifically enforced. Therefore, the rights to the Mark, and its use and the parties' obligations hereunder, shall be enforceable in a court of equity or other tribunal with jurisdiction by a decree of specific performance and appropriate injunctive relief may be applied for and granted in conjunction therewith. Such remedies provided for in the Agreement or available at law or equity shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which the parties may have hereunder or otherwise.

9. CHOICE OF LAW: This Agreement shall be interpreted under the laws of the State of Florida.

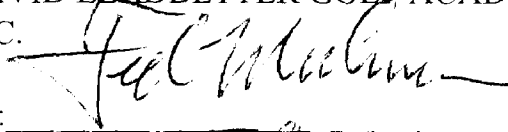
10. WAIVER: The waiver by Assignor or Assignee of a breach of any provision of this Agreement shall not operate or be construed to invalidate the balance of the provisions contained in the Agreement, which shall continue to remain in effect, or to acquiesce to further breaches of that provision.

11. SEVERABILITY: The finding by any court that a provision of this Agreement is invalid shall not operate to be construed to invalidate the balance of the provisions contained in this Agreement, which provisions shall continue to remain in full force and effect.

12. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this Assignment shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

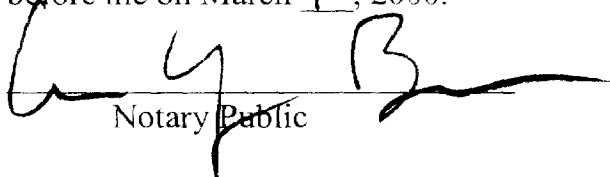
IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorize representatives effective, *nunc pro tunc*, as of June 13, 1996.

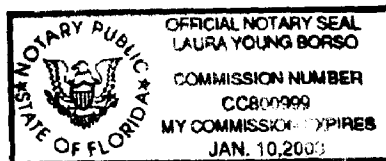
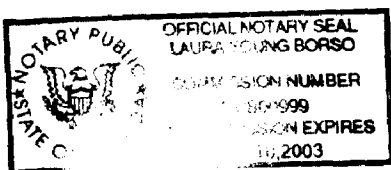
DAVID LEADBETTER GOLF ACADEMY,
INC.

By: 

Name: Ted Meekma
Title: Vice Pres.

SUBSCRIBED and SWORN to
before me on March 9, 2000.


Notary Public



DAVID LEADBETTER ENTERPRISES, INC.

By: _____

Name:

Title:

David B Leadbetter
DAVID B LEADBETTER
PRESIDENT

SUBSCRIBED and SWORN to
before me on March 16, 2000.

Liana Simon



By: _____

DAVID LEADBETTER

David B Leadbetter

SUBSCRIBED and SWORN to
before me on March 16, 2000.

Liana Simon



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