

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David Leadbetter Golf Academy, Inc.		06/13/1996	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	David Leadbetter
Street Address:	5950 Hazeltine National Drive, Suite 120
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32822
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	David Leadbetter Enterprises, Inc.
Street Address:	5950 Hazeltine National Drive, Suite 120
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32822
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number
Registration Number:	2042111
Registration Number:	2145129

CORRESPONDENCE DATA

Fax Number: (216)566-9711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900000318

TRADEMARK
REEL: 002656 FRAME: 0843

CH \$65.00 2042111

Phone:	216-566-9700
Email:	docketing@rankinhill.com
Correspondent Name:	Rankin, Hill, Porter & Clark LLP
Address Line 1:	925 Euclid Avenue, Suite 700
Address Line 4:	Cleveland, OHIO 44115

ATTORNEY DOCKET NUMBER:	LEA-11329,11221
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NAME OF SUBMITTER:	Stephen A. Hill
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Total Attachments: 6
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TRADEMARK ASSIGNMENT

COPY

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.

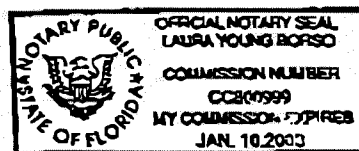
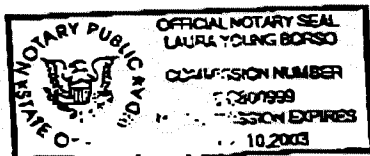
By: 

Name: 

Title: Vice Pres.

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


Notary Public

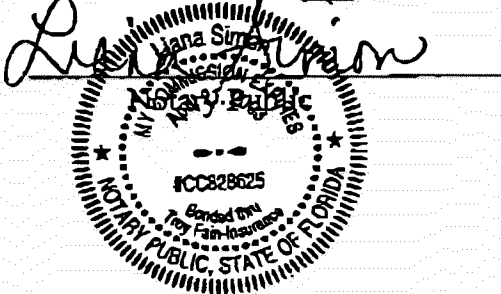


DAVID LEADBETTER ENTERPRISES, INC.

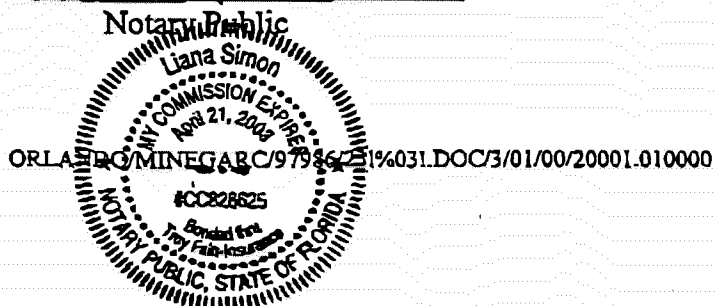
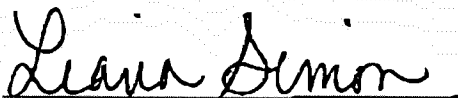
By: 

Name:

Title:

DAVID B LEADBETTER
PRESIDENTSUBSCRIBED and SWORN to
before me on March 16, 2000.By: 

DAVID LEADBETTER

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

ORLANDO/MINEGAR/C/97986/231%031.DOC/3/01/00/20001.010000

TRADEMARK

REEL: 002656 FRAME: 0849

EXHIBIT A



TRADEMARK

RECORDED: 05/16/2003

REEL: 002656 FRAME: 0850