

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pro Golf of America, Inc.		11/14/2007	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Golf Acquisitions, LLC dba Pro Golf, LLC
<b>Street Address:</b>	37735 Enterprise Court, Suite 600
<b>City:</b>	Farmington Hills
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48331
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1084335	PRO GOLF OF AMERICA, INC.
Registration Number:	1420528	PRO GOLF
Registration Number:	1422307	PRO GOLF DISCOUNT
Registration Number:	1561168	CAMBRIDGE GOLF BAGS
Registration Number:	1602379	EXCALIBUR
Registration Number:	1602477	EXCALIBUR GOLF COMPANY
Registration Number:	1619988	EXCALIBUR
Registration Number:	1621387	S.O.T.A. STATE-OF-THE-ART GOLF COMPANY
Registration Number:	1631742	BIO TECH
Registration Number:	1910544	PRO GOLF
Registration Number:	2499527	PRO GOLF DISCOUNT
Registration Number:	2571418	PRELUDE

**CORRESPONDENCE DATA**

**CH \$315.00 1084335**

Fax Number: (231)439-3939  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 231-439-3939  
Email: todd@mstfirm.com  
Correspondent Name: Oliver E. Todd, Jr.  
Address Line 1: MacMillan, Sobanski & Todd, LLC  
Address Line 2: One Maritime Plaza, 5th Floor  
Address Line 4: Toledo, OHIO 43604






ATTORNEY DOCKET NUMBER:	2217.8888888
NAME OF SUBMITTER:	Oliver E. Todd, Jr.
Signature:	/Oliver E. Todd, Jr./
Date:	04/08/2008



Total Attachments: 3  
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment ("Assignment") is entered into effective as of November 14, 2007 (the "Effective Date"), by and between Pro Golf of America, Inc. ("Assignor"), and Golf Acquisitions, LLC, a Michigan limited liability company ("Assignee").

Assignor is the owner of certain ideas, inventions, discoveries, improvements, technology concepts, designs, programs, works of authorship, know-how, trade secrets, business plans, customer lists or information, financial data, or other confidential or otherwise proprietary information, whether patentable or unpatentable, that as of the Effective Date have been created, discovered, acquired, conceived, reduced to practice or developed by Assignor ("Proprietary Information"). Assignor also owns certain copyrights, trademarks, services marks, trade dress, trade secrets and other forms of intellectual property protection or proprietary rights available any where in the world, arising out of or otherwise associated with Assignor's Proprietary Information, including, but not limited to, the trademark registrations identified in the table below (collectively, "Intellectual Property Rights").

Mark	Registration Date	Registration No.
UNIQUE	May 17, 1977	1065872
PRO GOLF DISTRIBUTORS	December 16, 1986	1421497
EXCALIBUR	June 19, 1990	1602379
EXCALIBUR GOLF COMPANY	June 19, 1990	1602477
	October 17, 1989	1561168
	October 30, 1990	1619988
	December 9, 1986	1420528
 PRO GOLF OF AMERICA, INC.	January 31, 1978	1084335
	December 23, 1986	1422307
BIO TECH	January 15, 1991	1631742
PRO GOLF	August 8, 1995	1910544

 S.O.T.A. STATE-OF-THE-ART GOLF COMPANY	November 6, 1990	1621387
PRO GOLF DISCOUNT	October 23, 2001	2499527
PRELUDE	May 21, 2002	2571418
	June 19, 2001	2461653

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, its entire right, title and interest, whether statutory or at common law, in, to and under all of Assignor's Proprietary Information and Intellectual Property Rights in the Proprietary Information, together with the goodwill of Assignor's business symbolized by the trademarks or services marks, throughout the world. Assignor further assigns to Assignee, its successors and assigns, the entire right, title, and interest in and to all claims for damages by reason of past infringement of any such Intellectual Property Rights, together with the right to sue for, collect, and retain the proceeds relating to any such infringement. Assignor warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

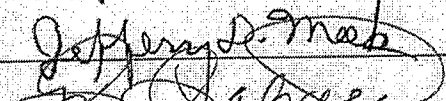

This Assignment is given pursuant to the Order Authorizing Sale of Assets of Pro Golf Of America, Inc. to Golf Acquisitions, LLC Free and Clear of Liens, Claims and Interests entered by the United States Bankruptcy Court for the Eastern District of Michigan on October 10, 2007, in the matter of In re: Pro Golf of America, Inc. Case No. 06-59291 (the "Sale Order") and the Asset Purchase Agreement dated November 14, 2007, among Assignor and Assignee (the "Purchase Agreement"). Notwithstanding any other provision of this Assignment, nothing contained in this instrument shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions of the Purchase Agreement or Sale Order, this instrument being intended only to effect the transfer of the Intellectual Property Rights to Assignee pursuant to the Purchase Agreement and Sale Order.

Assignor covenants with Assignee that Assignor will take all such further actions, execute and deliver all such further documents and do all other acts and things as Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.

This Assignment has been executed by each the Parties or their duly authorized representatives as of the Effective Date.

Golf Acquisitions, L.L.C.

By:

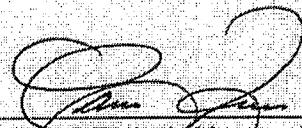
  


By:

Its:

Members

By:

  
James V. McTevia, in his capacity as Responsible  
Person in the matter of In re Pro Golf of America,  
Inc., and not individually