

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harry Conforti		09/15/2008	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Match Play, Inc.		
<b>Street Address:</b>	185 New Boston Street		
<b>City:</b>	Woburn		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01801		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77110704	THERMAFLOW	
<b>Registration Number:</b>	2096131	THE BACK NINE	
<b>Registration Number:</b>	3348933	BACK NINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	efiling@kmob.com		
<b>Correspondent Name:</b>	Michael T. Richmond		
<b>Address Line 1:</b>	Knobbe Martens Olson & Bear		
<b>Address Line 2:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	Michael T. Richmond		
<b>Signature:</b>	/mtr/		
<b>Date:</b>	10/07/2008		

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**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 15 day of Sept, 2008, by and between Harry Conforti, an individual whose address is 10 Wheeling Avenue, Woburn, Massachusetts, 01801 (hereinafter referred to as "ASSIGNOR"), and Match Play, Inc., a Massachusetts Corporation having a place of business at 185 New Boston Street, Woburn, Massachusetts, 01801 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the trademark registrations in the United States relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Registrations worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest in and to the Trademarks and Registrations worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations set forth in Schedule B; and
- (3) all rights appurtenant to (1) to (2), including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement worldwide;

together with the goodwill symbolized by said Trademarks and Registrations concurrent with the transfer of certain tangible assets as indicia of said goodwill.

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Executed at 7 Lansdowne St this 15 day of Sept, 2008

HARRY CONFORTI

*[Handwritten signature of Harry Conforti]*

STATE OF )  
                  ) ss.  
COUNTY OF )

On 9/15/08, before me, Jean Tasse, notary public, personally appeared Harry Conforti 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 in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



*[Handwritten signature]*  
Signature

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Executed at 7 Lansdowne St, this 15 day of Sept, 2008.

MATCH PLAY, INC.

By: [Signature]  
Name: DAVID STAFFA  
Title: VIC PRESIDENT

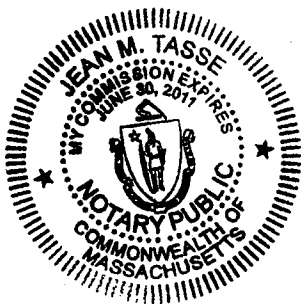
STATE OF )  
          ) ss.  
COUNTY OF )

On 9/15/08 before me, Jean Tasse, notary public, personally appeared [Signature] personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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[Signature]  
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**SCHEDULES TO TRADEMARK ASSIGNMENT**

**SCHEDULE A**

**Mark:**

**BACK NINE**

**THE BACK NINE**

**SCHEDULE B**

**Trademark Registration**

<b>Mark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Intl. Class</b>
BACK NINE	United States	3,348,933	December 4, 2007	025
THE BACK NINE	United States	2,096,131	September 9, 1997	025

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WHEREAS, ASSIGNOR filed a trademark application for the mark THERMAFLOW (the "Trademark") on February 19, 2007 (Application Serial No. 77/110704) (the "Application") based on a bona fine intent to use the Trademark in interstate commerce;

WHEREAS, ASSIGNOR is a partner and co-founder of ASSIGNEE and will continue to be involved with ASSIGNEE;

WHEREAS, ASSIGNEE desires to acquire the Trademark and the Application along with the transfer of all of the portions of ASSIGNOR's business to which the Trademark pertains, such business being ongoing and existing (the "Business");

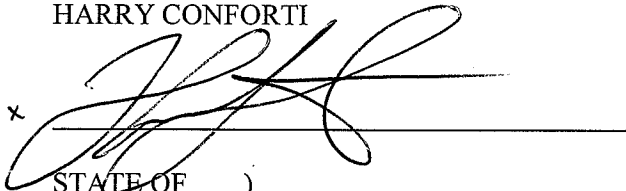
WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE the Trademark and the Application along with the Business; and

WHEREAS, both ASSIGNOR and ASSIGNEE desire to record with the U.S. Patent and Trademark Office the transfer of the Application from ASSIGNOR to ASSIGNEE.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE the Trademark and the Application along with the Business, including any goodwill that ASSIGNOR may have developed in the Trademark.

Executed at 7 Landlume St this 15 day of September, 2008.

HARRY CONFORTI

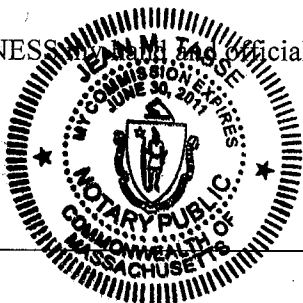
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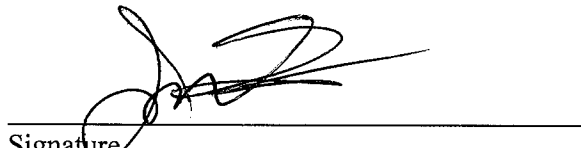
STATE OF )  
                  ) ss.  
COUNTY OF )

On 9/15/08, before me, Justin Tavares, notary public, personally appeared Harry Conforti 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 in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



  
Signature

Executed at \_\_\_\_\_, this 15 day of Sept, 2008

MATCH PLAY, INC.

By: [Signature]  
Name: DAVID SHAPPEN  
Title: VICE PRESIDENT

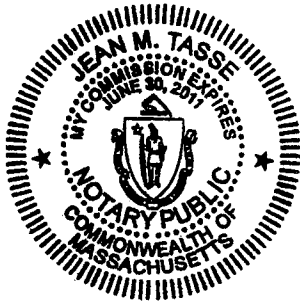
STATE OF )  
                  ) ss.  
COUNTY OF )

On 9/15/08, before me, Jean Tasse, notary public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

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[Signature]  
Signature

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