

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													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Prolink Holdings Corp.</td> <td></td> <td>08/06/2009</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Prolink Solutions, LLC</td> <td></td> <td>08/06/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Prolink Holdings Corp.		08/06/2009	CORPORATION: DELAWARE	Prolink Solutions, LLC		08/06/2009	LIMITED LIABILITY COMPANY: DELAWARE	
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Prolink Holdings Corp.		08/06/2009	CORPORATION: DELAWARE										
Prolink Solutions, LLC		08/06/2009	LIMITED LIABILITY COMPANY: DELAWARE										
RECEIVING PARTY DATA													
Name:	Prolink Systems, Inc.												
Street Address:	410 S. Bensen Ln.												
City:	Chandler												
State/Country:	ARIZONA												
Postal Code:	85224												
Entity Type:	CORPORATION: DELAWARE												
PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3288609</td> <td>GOLF SALES NETWORK</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3288609	GOLF SALES NETWORK							
Property Type	Number	Word Mark											
Registration Number:	3288609	GOLF SALES NETWORK											
CORRESPONDENCE DATA													
Fax Number:	(312)803-2209												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	212-407-4000												
Email:	aocasio@loeb.com												
Correspondent Name:	Scott J. Giordano - LOEB & LOEB LLP												
Address Line 1:	345 Park Avenue												
Address Line 4:	New York, NEW YORK 10154												
ATTORNEY DOCKET NUMBER:	211158-10033												
NAME OF SUBMITTER:	Sharon A. Ceresnie												
Signature:	/Sharon A. Ceresnie/												

CH \$40.00 3288609

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TRADEMARK
REEL: 004039 FRAME: 0399

Date:

08/06/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of this 22nd day of August, 2009 ("Effective Date") by PROLINK HOLDINGS CORP., a Delaware corporation (the "Company") and PROLINK SOLUTIONS, LLC, a Delaware limited liability company ("ProLink Solutions") (Company and ProLink Solutions, each an "Assignor", and collectively, the "Assignors"), to PROLINK SYSTEMS, INC., a Delaware company (the "Assignee").

WHEREAS, the Assignors are the owners of certain trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, arising under the laws of the United States, any State or any other country or political subdivision thereof, whether registered, unregistered or at common law, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefore, in the United States Patent and Trademark Office, in any similar office or agency of the United States, any State, and any other country or political subdivision, including but not limited to the registrations, applications and common law trademarks listed on the Schedule A attached hereto, which may be updated or amended by either party at any time after the Effective Date upon the discovery of additional trademark registrations or applications owned by Assignors as of the Effective Date that are not listed on Schedule A as of that date (collectively, the "Trademarks");

WHEREAS, the Assignors have entered into financing arrangements (the "Loans") with certain lenders (the "Secured Parties") secured, in part, by a security interest granted by the Assignors to the Secured Parties in the Trademarks;

WHEREAS, the Assignors have defaulted on their obligations to the Secured Parties in connection with the Loans and pursuant to and in exercise of the rights of a secured party under the Uniform Commercial Code as enacted in the State of New York, a public sale of substantially all of the assets of the Assignors was conducted (the "Sale");

WHEREAS, the Assignee, as the nominee of the Secured Parties and the successful bidder at the Sale, acquired title to the Assignors' assets and, in accordance with the terms of the Sale, the Assignors are assigning all of their right, title and interest in and to the Trademarks to the Assignee, and the Assignee will be the successor to the ongoing and existing business of the Assignors, or a portion thereof, to which the Trademarks pertain; and

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

1. The Assignors do hereby assign to the Assignees all of Assignors' right, title and interest in, to and under said Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks; together with all causes of action the Assignors may have for the infringement of such Trademarks, including all rights the Assignors have to sue and collect damages and payments for claims of past or future infringements of the Trademarks (the "Infringement Claims"), except to the extent any such Infringement Claims expressly arise out of one or more of the litigation proceedings identified on Exhibit A hereto.

2. Assignors also assign all of their right, title and interest in and to the trademarks of Assignors in all foreign countries, and all applications or registrations therefor and which may evolve therefrom, including the right to claim priority under international law.

3. The parties hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and corresponding authorities in all jurisdictions worldwide, to record the title of the Assignee as owner of all right, title, and interest in and to the Trademarks. Upon the Assignee's request, the Assignors shall communicate to the Assignee any facts relating to the Trademarks and the history thereof known to the Assignors (in each case to the extent such facts are readily available to Assignors without incurring material expense) and shall assist the Assignee and execute any further documents, filings or notices to vest full title and interest in and to the Trademarks and other corresponding rights in the Assignee.

4. The Assignors represent and warrant that to the actual knowledge of Assignors (without independent inquiry) (a) the Trademarks are being assigned to Assignee free and clear of any and all liens and/or other encumbrances consensually created by Assignors, other than those, if any, which are not discharged as a matter of law in connection with a disposition of the Trademarks by the Secured Parties to Assignee at the Sale and (b) since the date of the most recent Uniform Commercial Code financing statement searches conducted by Secured Parties against Assignors, Assignors have not transferred or otherwise consensually encumbered the rights being assigned hereunder.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

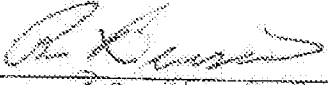
6. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of the Assignors and the Assignee.

7. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

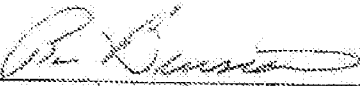
[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date first written above.

PROLINK HOLDINGS CORP.

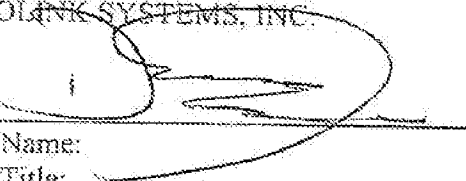
By: 
Name: Ron Benson
Title: CEO

PROLINK SOLUTIONS, LLC

By: 
Name: Ron Benson
Title: CEO

ACCEPTED AND AGREED TO:

PROLINK SYSTEMS, INC.

By: 
Name:
Title:

SCHEDULE A

Mark	Reg. No./App. Ser. No.	Listed Owner
GOLF SALES NETWORK	Reg. No. 3,288,609	Prolink Solutions, LLC

EXHIBIT A

LITIGATION PROCEEDINGS

1. All of each Company's right, title and interest in and to any claims underlying (a) the ICC Arbitration styled, *In The Matter Of Arbitration Pursuant To Article 13 Of An Acquisition Agreement Between ProLink Holdings Corp and Elumina Iberica S.A., et al* (administered by the International Chamber of Commerce, Case No. 15440/JRF) and final award thereunder dated July 8, 2009, (b) the proceeding styled, *ProLink Solutions, LLC v. Elumina Iberica SA* (pending in the U.S. District Court for the District of Arizona, Case No. 08-1001) and (c) the proceeding, styled, *ProLink Solutions, LLC v. Kevin Clarke d/b/a Elumina Iberica UK, a sole proprietorship* (pending in the U.S. District Court for the District of Arizona, Case No. 08-0256), together with any and all proceeds and/or consideration of any type or kind arising solely out of awards, orders and/or judgments issued or settlements entered into in connection with such underlying claims.
2. All of each Company's right, title and interest in and to that certain Export-Import Bank Policy No. ENB-400038 (the "Exim Policy"), together with and all proceeds and/or consideration of any type or kind arising solely out of any claims, awards, orders and/or judgments issued or settlements entered into in connection with the Exim Policy.
3. All of each Company's right, title and interest in and to the any claims underlying the proceeding styled, *ProLink Solutions, LLC v National City Commercial Capital Company, LLC* (pending in The Court Of Common Pleas, Hamilton County, Ohio, Case No. A0906251), together with any and all proceeds and/or consideration of any type or kind arising solely out of awards, orders and/or judgments issued or settlements entered into in connection with such underlying claims.
4. All of each Company's right, title and interest in and to any claims underlying the proceeding styled, *ProLink Solutions, LLC v The Course At Aberdeen, LLP* (pending in The Sarasota County, Florida, Circuit Court, Case No. 2006-CA-010316 NC), together with any and all proceeds and/or consideration of any type or kind arising solely out of awards, orders and/or judgments issued or settlements entered into in connection with such underlying claims.
5. All of each Company's right, title and interest in and to any and all claims any Company may have against E-Z-Go, a division of Textron, Inc., and affiliates (collectively, the "E-Z-Go Entities") relating in any way to the Companies' business dealings with the E-Z-Go Entities through August 6, 2009 (the "E-Z-Go Proceedings"), together with any and all proceeds and/or consideration of any type or kind arising solely out of awards, orders and/or judgments issued or settlements entered into in connection with the E-Z-Go Proceedings.