

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	
Golfers' Warehouse, Inc.		CORPORATION: CONNECTICUT	
		08/07/2009	
RECEIVING PARTY DATA			
Name:	GWNE, Inc.		
Street Address:	1430 S. Village Way		
Internal Address:	#T		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1470047	GOLFER'S WAREHOUSE	
Registration Number:	2518394	GROOVE	
Registration Number:	1739986	AMERICAN	
CORRESPONDENCE DATA			
Fax Number:	(202)393-5350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2029669876		
Email:	trademark@jhip.com,mgentner@jhip.com		
Correspondent Name:	Marsha G. Gentner		
Address Line 1:	400 7th St., NW		
Address Line 2:	6th Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	10788/A962		
NAME OF SUBMITTER:	Marsha G. Gentner		

OP \$90.00 1470047

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TRADEMARK
REEL: 004079 FRAME: 0195

Signature:	/Marsha G. Gentner/
Date:	10/15/2009
Total Attachments: 3 source=Golfers Whouse Assignment#page1.tif source=Golfers Whouse Assignment#page2.tif source=Golfers Whouse Assignment#page3.tif	

ASSIGNMENT OF INTANGIBLE PROPERTY

This Assignment of Intangible Property (the "Assignment") is entered into this 7th day of August, 2009 between **Golfers' Warehouse, Inc.**, a Connecticut corporation (hereinafter referred to as "Seller"), and **GWNE, Inc.**, a Delaware corporation (hereinafter referred to as "Buyer"). All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, dated July 9, 2009, by and between Seller and Buyer (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to transfer, convey, assign and deliver to Buyer the Purchased Assets, all in accordance with the terms set forth in the Purchase Agreement; and

WHEREAS, Seller has adopted and is using trademarks registered in the United States Patent and Trademark Office, Registration Nos. 1,470,047, 2,518,394, 1,739,986 and 2,244,974 (which registration for 2,244,974 has expired) and Buyer is desirous of acquiring such marks and the registrations and Seller's rights thereof;

WHEREAS, in addition to said trademarks, the Seller also has rights to certain other Intangible Property, including without limitation the domain name www.golferswarehouse.com;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to transfer, convey, assign and deliver to Buyer the Intangible Property, including, without limitation, the trademarks and domain name described above; and

WHEREAS, pursuant to an Order Granting (i) Seller's Motion to Sell Assets out of the Ordinary Course of Business and Free and Clear of all Security Interests and (ii) Seller's Motion to Assume and Assign Executory Contracts and Unexpired Leases (the "Sale Order"), entered on August 5, 2009, in that certain Chapter 11 Case styled In Re Golfers' Warehouse, Case No. 09-21911 (ASD), in the U.S. Bankruptcy Court for the District of Connecticut, said court has approved the sale contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Purchase Agreement, Seller agrees as follows:

1. Seller does hereby assign to Buyer all rights, title and interest in and to said Intangible Property, including, without limitation, the trademarks described above, the goodwill of the business symbolized by said marks, along with the registrations thereof, and the numbers of which are contained herein.
2. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets are incorporated herein by this reference. Nothing in this Assignment shall expand,

modify or amend the parties' rights beyond those set forth in the Sale Order and the Purchase Agreement.

3. This Assignment is intended to evidence the consummation of the transfer and assignment by Seller to Buyer of the Intangible Property contemplated by the Purchase Agreement. Seller, by its execution of this Assignment, and Buyer, by its acceptance of this Assignment, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment. In the event of any inconsistencies or ambiguities between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Seller does hereby irrevocably constitute and appoint Buyer, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all Intangible Property hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

5. Seller hereby covenants and agrees that it will, at the request of Buyer, execute and deliver after the date of this Assignment such other instruments of conveyance, assignment and transfer and take such other action, as Buyer may reasonably request to vest in Buyer the entire right, title and interest in and to the Intangible Property being transferred hereby.

6. This Assignment shall inure to the benefit of Buyer and its successors and assigns, and shall be binding upon and enforceable against Seller and its respective successors and assigns. This Assignment shall be governed by the internal laws of the State of Delaware without giving effect to the conflict of law principles thereof.

7. This Assignment may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

