

**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>
Tom Morris Limited		07/20/2011	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	St Andrews Links Limited		
<b>Street Address:</b>	Pilmour House		
<b>City:</b>	St Andrews, Fife		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	KY169SF		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2747456	OLD COURSE ST. ANDREWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)585-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	nptm@nixonpeabody.com		
<b>Correspondent Name:</b>	David L. May		
<b>Address Line 1:</b>	401 9th Street NW, Suite 900		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	048031-427		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	David L. May		
<b>Address Line 1:</b>	401 9th Street NW, Suite 900		
<b>Address Line 2:</b>	NIXON PEABODY LLP		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		

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NAME OF SUBMITTER:	Laura D. Golden
Signature:	/ldg5x/
Date:	07/20/2011
<b>Total Attachments: 5</b> source=Tom Morris-SAL TM assignment - 20 Jul 11#page1.tif source=Tom Morris-SAL TM assignment - 20 Jul 11#page2.tif source=Tom Morris-SAL TM assignment - 20 Jul 11#page3.tif source=Tom Morris-SAL TM assignment - 20 Jul 11#page4.tif source=Tom Morris-SAL TM assignment - 20 Jul 11#page5.tif	

## ASSIGNMENT

**THIS ASSIGNATION** is made between

- (1) **TOM MORRIS LIMITED**, a company incorporated and registered in Scotland with company number SC009529 whose registered office was formerly at 8 The Links, St Andrews, Fife, KY16 9JB (the **Assignor**); and
- (2) **ST ANDREWS LINKS LIMITED**, a company incorporated and registered in Scotland with company number SC141590 and having its registered office at Pilnour House, St Andrews, Fife, KY16 9SF (the **Assignee**).

**WHEREAS:-**

- (A) Assignor is the owner of the marks set out in Schedule A to this Assignment (the **Tom Morris Trade Marks**), and all Intellectual Property Rights pertaining thereto; and
- (B) The Assignee wishes to acquire the Tom Morris Trade Marks and all Intellectual Property Rights pertaining thereto.

**NOW IT IS HEREBY AGREED** as follows:

### 1 ASSIGNATION

- 1.1 The Assignor hereby assigns in favour of the Assignee all right, title and interest in the Tom Morris Trade Marks and all Intellectual Property Rights pertaining thereto, including but not limited to all goodwill associated therewith, and the right to sue and collect for past infringements thereof.
- 1.2 Insofar as any of the foregoing rights do not so vest automatically in the Assignee pursuant to this Assignment, the Assignor acknowledges and agrees that it shall hold legal title in such rights on trust for the Assignee.

### 2 DELIVERABLES

- 2.1 The Assignor shall forthwith deliver to the Assignee, insofar as capable of delivery and not being already in the Assignee's possession, all agreements, certificates, records and technical information relating to the Tom Morris Trade Marks and all Intellectual Property Rights pertaining thereto transferred pursuant to this Assignment.

**3 PROCEEDINGS**

- 3.1 The Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Assignment.

**4 FURTHER ASSURANCES**

- 4.1 The Assignor shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time require in order to give the Assignee the full benefit of this Assignment.

**5 GENERAL**

- 5.1 Failure by either party to exercise or enforce any right conferred by this Assignment shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right or of any other right on any other occasion.
- 5.2 If any part, term or provision of this Assignment not being of a fundamental nature is held illegal or unenforceable, the validity or enforceability of the remainder of this Assignment shall not be affected.
- 5.3 This Assignment may only be modified if such modification is in writing and signed by a duly authorised representative of each party.

6 GOVERNING LAW AND JURISDICTION

6.1 This Assignment shall be governed by and construed in accordance with Scots law.

6.2 The parties irrevocably agree that the Scottish courts shall have exclusive jurisdiction over any claim or matter arising under or in connection with this Assignment or the legal relationships established by this Assignment and that accordingly any proceedings in respect of any such claim or matter may be brought in such courts: IN WITNESS WHEREOF these presents consisting of this and the two (2) preceding pages together with the Schedule A have been executed in duplicate as follows:-

FOR AND ON BEHALF OF  
TOM MORRIS LIMITED

at St Andrews  
on 20 July 2011  
by

[Signature] Director  
David John Campbell Full Name

[Signature] Witness  
ISABELLE BARBARA ALWOOD Full Name  
30 WILTON PARK EDINBURGH Address  
EDINBURGH EH17 8JY

before the witness set out opposite:-

FOR AND ON BEHALF OF  
ST ANDREWS LINKS LIMITED

at ST ANDREWS  
on 20 JULY 2011  
by


[Signature] Director  
William Ewan Buchanan Lowson Full Name

[Signature] Witness  
ALANMARIA FRON CAHILL RENNIE Full Name  
11 PIESTRONE PLACE Address  
St Andrews, Fife KY16 8QL


before the witness set out opposite:-

## SCHEDULE A


## AUSTRALIA

Mark	Registration No.	Class(es)	Status
	817691	25, 28	Registered


## CHINA

Mark	Application No.	Class(es)	Status
	817691	25, 28	Pending


## EUROPEAN COMMUNITY (CTM)

Mark	Registration No.	Class(es)	Status
	132688	25, 26, 28	Registered




## RUSSIAN FEDERATION

Mark	Registration No.	Class(es)	Status
	817691	25, 28	Registered



## UNITED ARAB EMIRATES

Mark	Registration No.	Class(es)	Status
	122626	25	Pending


## UNITED KINGDOM

Mark	Registration No.	Class(es)	Status
	2356478	25, 26, 28	Registered
	2270151	14, 18, 21, 24, 25, 26, 28	Registered
	1560360	25	Registered

## UNITED STATES

Mark	Registration No.	Class(es)	Status
	3145660	18, 25, 26, 28	Registered
	2747456	25	Registered

## WIPO (INTERNATIONAL)

Mark	Registration No.	Class(es)	Status
	817691	14, 18, 21, 24, 25, 26, 28	Registered