

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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|----------------------------------|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| John Ashworth | | 07/29/2011 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Pima Direct, LLC | | |
| Street Address: | 701 Whitney Street | | |
| City: | San Leandro | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94577 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEVADA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85349745 | | |
| Registration Number: | 3920031 | LINKSOUL | |
| Registration Number: | 3920032 | LINKSOUL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (310)826-6991 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 310.826.7474 | | |
| Email: | ilee@raklaw.com | | |
| Correspondent Name: | Irene Y. Lee | | |
| Address Line 1: | 12424 Wilshire Boulevard, 12th Floor | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90025 | | |
| ATTORNEY DOCKET NUMBER: | 3259-004 | | |
| NAME OF SUBMITTER: | Irene Y. Lee | | |
| Signature: | /Irene Y. Lee/ | | |

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 REEL: 004611 FRAME: 0190

Date:

08/24/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered by and between John Ashworth, a citizen of the United States, having a place of business at 2626 Mallorca Place, Carlsbad, California 92009 ("Assignor"), and Pima Direct, LLC, a California limited liability company, having a place of business at 701 Whitney Street, San Leandro, California 94577 ("Assignee") and is effective as of July 29, 2011 (the "Effective Date").

Recitals

WHEREAS, Assignor is the sole and exclusive owner of record and of the entire right, title and interest in and to the trademarks listed in **Schedule "A"** attached hereto (hereinafter "**Marks**"), their respective applications, registrations and the goodwill appertaining thereto;

WHEREAS, Assignor desires to sell, assign, and transfer to Assignee, his entire right, title, and interest in and to the Marks, any registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks.

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Marks, any registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, Assignor's entire right, title, and interest in and to the Marks and the registrations therefor, together with: (1) the goodwill of the business appertaining thereto; (2) all income, royalties, and damages due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

Assignor hereby represents and warrants and covenants to Assignee: (1) Assignor owns all right, title, and interest in and to the Marks; (2) there is no assignment, conveyance, license or transfer of any right, title or interest in and to the Marks; (3) there are no liens, conveyances, mortgages, assignments, encumbrances, or other agreements that would affect the right, title or interest in and to the Marks; (4) the Marks are in use in commerce on or in connection with all of the goods or services listed in the existing registrations for the specified class(es); (5) the Marks have been continuously used in commerce after the respective dates of registration; (6) no decision adverse to Assignor's claim of ownership of such Marks for the specified goods or services exists; (7) no decision adverse to Assignor's right to register the same or to keep the same on the register exists; (8) no proceeding involving the right, title or interest in the Marks pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

In the event that Assignee or any of its customers, distributors, dealers or agents is sued by a third party for violation of a third party's rights by virtue of using any of the Marks assigned

hereunder, Assignor agrees to defend and hold harmless Assignee and its customers, distributors, dealers or agents with respect to all costs, expenses, and damages related to each such suit.

Assignor hereby authorizes the Commissioner of Patents and Trademarks to record the registrations of the Marks as the property of Assignee and to issue all future registrations for the Marks to Assignee.

Assignor further confirms that Assignor has agreed to execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as on this 29th day of July 2011.

Assignor: John Ashworth



Name: John Ashworth

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

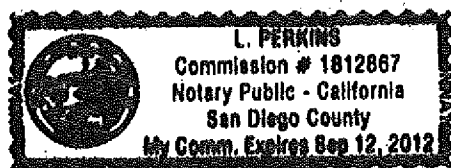
On 7/29, 2011 before me, personally appeared JOHN ASHWORTH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

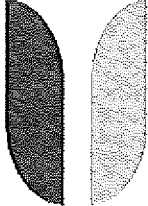
[Seal]



Signature of Notary Public



Schedule A

| Mark | Territory | Reg. No. | Registered | Serial No. | Filed | Goods (Int'l Class) |
|--|-----------|----------|------------|------------|------------|--|
| LINKSOUL | US | 3920031 | 2011-02-15 | 77201821 | 2007-06-08 | on-line retail store services featuring clothing, headwear, footwear, and other accessories related to golf; retail store services featuring clothing, headwear, footwear, and other accessories related to golf (IC 35) |
| LINKSOUL | US | 3920032 | 2011-02-15 | 77201846 | 2007-06-08 | headwear; shirts; pullovers; sweat shirts; t-shirts (IC 25) |
|  | US | N/A | N/A | 85349745 | 2011-06-17 | headwear; pullovers; shirts; sweat shirts; t-shirts (IC 25) |