

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Match Play, Inc. | | 09/08/2011 | CORPORATION: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | Incredible Golf LLC | | |
| Street Address: | 5850 San Felipe, Suite 500 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77057 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: TEXAS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3348933 | BACK NINE | |
| Registration Number: | 2096131 | THE BACK NINE | |
| Registration Number: | 3502324 | THERMAFLOW | |
| Registration Number: | 2930522 | 9 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (949)760-9502 | | |
| Phone: | 9497600404 | | |
| Email: | efiling@kmob.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Tirzah Abe Lowe - Knobbe Martens, et al. | | |
| Address Line 1: | 2040 Main Street, 14th Floor | | |
| Address Line 4: | Irvine, CALIFORNIA 92614 | | |
| ATTORNEY DOCKET NUMBER: | INGOLF.000GEN | | |

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 REEL: 004632 FRAME: 0318**

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| NAME OF SUBMITTER: | Tirzah Abe Lowe |
| Signature: | / tirzah abe lowe / |
| Date: | 09/28/2011 |
| Total Attachments: 2 source=MPLAY TM ASSIGNMENT#page1.tif source=MPLAY TM ASSIGNMENT#page2.tif | |

CONFIRMATION OF TRADEMARK ASSIGNMENT

This is a confirmation of the previous assignment, by an agreement dated August 28, 2009 (hereinafter referred to as "the Agreement"), by and between Match Play, Inc., a Massachusetts corporation having a place of business at 185 New Boston Street, Woburn, MA 01801 (hereinafter referred to as "ASSIGNOR"), and Incredible Golf LLC, a Texas limited liability company having a place of business at 5850 San Felipe, Suite 500, Houston, TX 77057 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR was, prior to the Agreement, 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 referred to as the "Trademarks");

WHEREAS, ASSIGNOR acquired, prior to the Agreement, goodwill associated with and symbolized by said Trademarks and had not abandoned the same;

WHEREAS, ASSIGNOR owned, prior to the Agreement, the U.S. Federal Trademark Registrations relating to the Trademarks and as listed in Schedule B, attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Trademark Registrations"); and

WHEREAS, it is desired, by this Memorandum, to confirm the assignment of all rights, title, and interest worldwide in and to the Trademarks, and the Trademark Registrations, and any other registered or unregistered trademarks, service marks, trade names and the like, which include or are comprised of the Trademarks, any variants thereof or anything similar thereto, owned or used by ASSIGNOR or any of its licensees worldwide; and

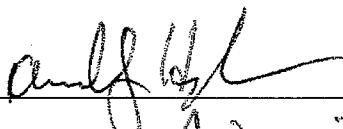
NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby confirms the assignment to ASSIGNEE of all rights, title, and interest as ASSIGNOR possessed worldwide in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Trademark Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks, service marks, trade names and the like, which include or are comprised of the Trademarks, any variants thereof or anything similar thereto;

together with the goodwill symbolized by said Trademarks, Trademark Registrations, and other similar marks owned or used by ASSIGNOR or any of its licensees worldwide.

Executed at Woburn, MA, this 8th day of September, 2011.

Match Play, Inc.
a Massachusetts corporation having a place of business at 185 New Boston Street, Woburn, MA 01801

By: 
 Name: Andrew J Hydorn
 Title: President