

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
World Golf Systems Limited		06/30/2009	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Topgolf Systems Limited		
Street Address:	1 Park Row		
City:	Leeds		
State/Country:	UNITED KINGDOM		
Postal Code:	LS1 5AB		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3023963	TOP GOLF	
Registration Number:	3199136	I.D. BALL	
CORRESPONDENCE DATA			
Fax Number:	3038630223		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3030-863-9700		
Email:	smiller@sheridanross.com		
Correspondent Name:	Sheridan Ross P.C.		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	6594-6		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

900222030

TRADEMARK
 REEL: 004770 FRAME: 0433

CH \$65.00 3023963

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Sarah J. Miller

Signature:

/Sarah J. Miller/

Date:

05/02/2012

Total Attachments: 11

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DATED 30th June 2009

(1) WORLD GOLF SYSTEMS LIMITED

(2) TOPGOLF SYSTEMS LIMITED

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS DEED OF ASSIGNMENT is made on

2009

BETWEEN:-

- (1) **WORLD GOLF SYSTEMS LIMITED** (No 03439400) whose registered office is at 1 Park Row, Leeds, LS1 5AB (the "**Assignor**"); and
- (2) **TOPGOLF SYSTEMS LIMITED** a company incorporated under the laws of England and Wales and having its registered office at 1 Park Row, Leeds, LS1 5AB (the "**Assignee**").

WHEREAS:-

- (A) The Assignor is the owner of certain intellectual property, title to hardware and rights in hardware and software relating to the construction, organisation and operation of golf driving ranges using microchip technology.
- (B) The Assignor wishes to assign and/or transfer such intellectual property, title to hardware and rights in hardware and software to the Assignee in accordance with this Agreement.

NOW THIS ASSIGNMENT WITNESSES AS FOLLOWS:-

1. **INTERPRETATION**

- 1.1 In this Assignment the following terms shall have the following meanings unless the context otherwise requires:-

"Domain Names"	shall mean the domain names the details of which are set out in Schedule 1;
"Hardware"	shall mean the hardware supplied by the Assignor to Golf Entertainment Limited prior to the date of this Assignment as used in the operation of the TopGolf System;
"Intellectual Property"	means any patent, registered design, copyright, design right, database right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other right of a similar nature in any part of the world;
"Know-how"	means the Assignor's substantial knowledge of and expertise in the operation of the TopGolf Technology;
"Mark(s)"	shall mean the registered and pending trade marks, trade names, logos and designs, the current details of which are set out in Schedule 1;
"Patents"	means the patents and the patent applications listed in Schedule 1;
"Software"	shall mean the software supplied by the Assignor to Golf Entertainment Limited prior to the date of this Assignment as used in the operation of the TopGolf System;
"TopGolf Technology"	shall mean the Patents, Marks, Software, Hardware and Domain Names;

1.2 Except as set out in this Assignment, all capitalised terms in this Assignment shall have the same meaning in this Assignment as such terms are defined in the Main Agreement, unless the context otherwise demands.

1.3 In this Assignment, unless the context otherwise requires:-

1.3.1 references to the singular includes the plural and vice versa and references to any gender includes the other genders;

1.3.2 references to the parties are to the parties to this Assignment;

1.3.3 references to the Clauses or Schedules are to the clauses of and the schedules to this Assignment and references to this Assignment include the background recitals and the Schedules; and

1.3.4 the headings do not affect the interpretation of this Assignment.

2. **ASSIGNMENT**

2.1 In consideration of the sum of £1 paid by the Assignee to the Assignor (receipt of which is hereby acknowledged by the Assignor) the Assignor **HEREBY ASSIGNS** and transfers to the Assignee absolutely:-

2.1.1 such rights, title and interest as the Assignor has in and to the TopGolf Technology and the Know-how including the benefit of the applications for registration of the Patents (if appropriate) and the Marks (if appropriate) with the intention that, when such applications are granted the registrations shall vest in the Assignee together with any common law rights and all the goodwill attaching to the Marks; and

2.1.2 all rights and powers arising or accrued in connection with the TopGolf Technology including the right to sue for damages and other remedies in respect of any prior infringement of his rights in or in respect of the TopGolf Technology and to retain any and all sums obtained through such actions and the right (as appropriate) to apply for, prosecute and obtain protection (of whatever nature) throughout the world including the right to claim any priority therefrom with the intent that the grant of any such rights shall be in the name of and vest in the Assignee.

3. **FURTHER ASSURANCE**

4. The Assignor shall:

4.1 execute such further documents, and take such actions and do such things, as may be reasonably requested by the Assignee to give full effect to the terms of this Assignment, and to secure the full right title and interest of the Assignee in and to the TopGolf Technology; and

4.2 until such time as the Assignee is recorded as the registered proprietor of the Patents and the Marks on the applicable Registers, co-operate with the Assignee in any action or claim in respect of the Patents or the Marks and shall, at the Assignee's request and direction, issue proceedings in respect of any infringement or alleged infringement of the Patents or the Marks by a third party. The Assignee shall meet any reasonable expenses incurred by the Assignor in giving such co-operation. The Assignee shall be entitled to retain any and all damages, account of profits and/or award of costs recovered in such action or proceedings.

5. **VARIATION**

No variation or amendment of this Assignment shall bind any of the parties unless made and agreed to in writing by duly authorised officers of each party.

6. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Assignment shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Assignment provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.

7. **ENTIRE AGREEMENT**

This Assignment (including all the documents referred to in it) constitutes the entire agreement and understanding between the parties relating to the subject matter of this Assignment and supersedes any previous agreement, representations, negotiations or understanding relating to such matters and each party acknowledges that it shall have no cause of action against the other arising out of the same except in respect of any fraudulent misrepresentation made by either party.

8. **EXECUTION IN COUNTERPARTS**

This Assignment may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument which shall only be deemed executed when counterparts executed by all the parties are delivered. Delivery for this purpose shall be deemed effective when any party confirms in writing (including by facsimile transmission) that he has executed any counterpart.

9. **LAW AND JURISDICTION**

9.1 The construction, validity and performance of this Assignment shall be governed in all respects by the laws of England.

9.2 The parties hereby submit to the exclusive jurisdiction of the Courts of England in relation to any dispute or claim arising out of or in connection with this Assignment and that accordingly any suit, action or proceedings arising out of or in connection with this Assignment shall be brought in such courts.

EXECUTED AS A DEED on the date which first appears in this deed.














SCHEDULE 1



Patent	Description	Territory
EP1333892	Ball Collection Arrangement	UK, DE, FR
2002-542477	Ball Collection Arrangement	Japan
2002215129	Ball Collection Arrangement	Australia
ZL01818785.4	Ball Collection Arrangement	China
00898/DELNP/2003	Ball Collection Arrangement	India
7,056,221	Ball Collection Arrangement	USA
2,429,239	Ball Collection Arrangement	Canada
2003/3520	Ball Collection Arrangement	South Africa
EP1395342	Identification Device	GB, DE, FR, ES
200-505056	Identification Device	Japan
2002304437	Identification Device	Australia
529883	Identification Device	New Zealand
2811715.8	Identification Device	China
7016371	Identification Device	South Korea
7,160,196	Identification Device	USA
2003/9385	Identification Device	South Africa
02099/DELNP/2003 (application)	Identification Device	India
2,449,228 (application)	Identification Device	Canada



Patent	Description	Territory
EP1216079	Golf Ball With Tag	GB, DE, FR, ES, SE
766934	Golf Ball With Tag	Australia
ZL00809474.8	Golf Ball With Tag	China
HK1045272	Golf Ball With Tag	Hong-Kong
85756	Golf Ball With Tag	Singapore
7,059,974	Golf Ball With Tag	USA
2001/10081	Golf Ball With Tag	South Africa
2001-507548 (application)	Golf Ball With Tag	Japan
2,376,178 (application)	Golf Ball With Tag	Canada
EP1334460	Ball Identifying Reader	GB, IE, DE, FR, ES, PT, BE
2002-543374	Ball Identifying Reader	Japan
2002223833	Ball Identifying Reader	Australia
0.1818907.5	Ball Identifying Reader	China
00897/DELP/2003	Ball Identifying Reader	India
10,416,992	Ball Identifying Reader	USA
2003/3521	Ball Identifying Reader	South Africa
2,429,337 (application)	Ball Identifying Reader	Canada
EP1062631	Identifying Golf Balls	GB, IE, DE, FR, ES, PT, BE
767230	Identifying Golf Balls	Australia
5007003	Identifying Golf Balls	New Zealand
ZL99804173.4	Identifying Golf Balls	China
2000/00199/DEL	Identifying Golf Balls	India
0538051	Identifying Golf Balls	South Korea
6,607,123	Identifying Golf Balls	USA

2,324,541	Identifying Golf Balls	Canada
2000/4931	Identifying Golf Balls	South Africa
2000-537173	Identifying Golf Balls	Japan

Domain Name	Renewal Date
golf-game-centre.com	23 May 2010
golfentertainmentcentersinternational.com	04 May 2011
golfgamecenters.com	29 April 2011
mytopgolf.com	05 November 2009
top-golf.co.uk	23 May 2010
topgolf-game-centre.com	23 May 2011
topgolf.co.uk	02 July 2009
topgolf.com	08 October 2012
topgolf.us	25 April 2010
topgolfasia.com	21 October 2012
topgolfeurope.com	21 October 2012
topgolffrance.com	08 January 2010
topgolfnorthamerica.com	05 September 2010
topgolfus.com	04 September 2010
topgolfworld.com	22 July 2010

Trade Mark Number	Trade Mark	Territory
2542437		Spain
362289		Sweden
213075		Austria
vr200302033		Denmark
497.236		Switzerland
2004-42130		Japan
839045		Australia
617016/7/8/9		New Zealand
3077283		China
40003		UAE
TO1/20030Z		Singapore
Bor28919		Thailand
3,023,963		USA

1063309		Canada
2001/21880		South Africa
1834308	ID Logo	UK, Ireland, Germany, France, Spain, Italy, Portugal, Sweden, Belgium, Netherlands, Austria, Denmark, Finland, Luxembourg, Bulgaria, Cyprus, Czech Republic, Estonia, Greece, Hungary, Latvia, Lithuania, Malta, Poland, Romania, Slovakia, Slovenia
4557152	ID Ball	Japan
839044	ID Ball	Australia
617020/1/2/3	ID Ball	New Zealand
3,199,136	ID Ball	USA
572887	ID Ball	Canada

Application Number	Trade Mark	Territory
1247681		India
2005728118		Russian Federation

EXECUTED (but not delivered until dated)
AS A DEED by WORLD GOLF SYSTEMS LIMITED

acting by

STEVEN JOLLIFFE

DAVID JOLLIFFE

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Director

Director/Secretary



EXECUTED (but not delivered until dated)
AS A DEED by TOPGOLF SYSTEMS LIMITED

acting by

STEVEN JOLLIFFE

DAVID JOLLIFFE

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Director

Director/Secretary

