## 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
Yaletown Sports USA LLC		12/19/2012	CORPORATION:

## **RECEIVING PARTY DATA**

Name:	Yaletown Sports Inc.	
Street Address:	116 Oakfern Way SW	
City:	Calgary, Alberta	
State/Country:	CANADA	
Postal Code:	T2V 4K1	
Entity Type:	CORPORATION: CANADA	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1722170	ALIEN SPORT
Registration Number:	2026089	ALIEN SPORT
Registration Number:	2194527	
Registration Number:	2702377	ALIEN TUTCH
Registration Number:	3137635	ALIEN
Registration Number:	3221151	ALIEN
Registration Number:	3221150	ALIEN GOLF
Registration Number:	3143999	ALIEN GOLF
Serial Number:	76632000	ALIENGOLF.COM
Serial Number:	76632001	ALIENSPORT.COM
Serial Number:	76602597	TOUR SHOT

## **CORRESPONDENCE DATA**

**Fax Number**: 4032647084

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first to

900241964 REEL: 004926 FRAME: 0092

via US Mail. Phone: Email: Correspondent Name: Address Line 1: Address Line 4:	(403) 260-8564 nkathol@fieldlaw.com Neil F. Kathol, Field LLP 400, 604 - 1st Street S.W. Calgary, Alberta, CANADA T2P 1M7		
ATTORNEY DOCKET NUI	MBER:	41867-27	
DOMESTIC REPRESENTATIVE  Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:			
NAME OF SUBMITTER:		Neil Kathol	
Signature:		/neilkathol/	
Date:		12/20/2012	
Total Attachments: 3 source=TM Assignment (LLC to Inc.) (C1367193)#page1.tif source=TM Assignment (LLC to Inc.) (C1367193)#page2.tif			

TRADEMARK REEL: 004926 FRAME: 0093

# TRADEMIARK(S) ASSIGNMENT

This Assignment dated the  $10^{44}$  day of December, 2012, by and between:

Yaletown Sports USA LLC
an corporation having an address at 61 Evergreen Lane, Glastonbury, Connecticut 06033 USA
(herein, the "Assignor")

- and -

Yaletown Sports Inc.
a corporation having an address at 116 Oakfern Way SW, Calgary, Alberta, Canada T2V 4K1
(herein, the "Assignee")

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby sells, assigns and transfers to the Assignee all its right, title and interest in and to:

- The trademark(s) identified in Schedule "A";
- Any trade-mark applications identified therein and to the registrations which will issue from those applications, and to any trade-mark registrations identified therein;
- All trade-marks relating to and containing all or a significant portion of the phrase: ALIEN, ALIEN SPORT, ALIEN TUTCH, and TOURSHOT (which together with the trade-mark identified in Schedule "A", are collectively referred to herein as the "Assigned Trademarks");
- The goodwill associated with said Assigned Trademarks, including any litigation rights and remedies enuring to the trade-marks including but not limited to the right to sue any third-party not a party to this Agreement for any and all past present and future infringements; it being expressly understood Assignee may not utilize these rights to sue Assignor for any infringements which may have occurred at any time up to the date of this present Assignment;
- The same to be held and enjoyed by Assignee for its own use and for the use of its successors and assigns, fully and entirely and at least fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made;

C1363735.fXXC;1BN 6628946v1

- 6 And the Assignee accepts all such rights, titles and interest;
- Assignor further agrees to refrain from any unauthorized use of the Assigned Trademarks in the United States, Canada or throughout the world, or any marks relating to or containing all or a significant portion of the Assigned Trademarks, and Assignor agrees to refrain from seeking to register as a trade-mark (any of) the Assigned Trademarks or any marks relating to or containing all or a significant portion of the Assigned Trademarks in the United States, Canada or throughout the world.

This Agreement may be signed in counterparts, by original or facsimile signature, and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

#### ASSIGNOR:

Yaletown Sports USA LLC

Per:

Scott Collisson Director, President

ASSIGNEE:

Yaletown Sports Inc.

Per:

Scott Collisson Director, President

C1363735,DOC;1BN 6628946v1

-3-

# SCHEDULE "A"

ASSIGNOR:

Yaletown Sports USA LLC

ASSIGNEE

Yaletown Sports Inc.

US Trademark or Trademark Application	Registration or Application No.
ALJEN SPORT	1,722,170
ALIEN SPORT & DESIGN	2,026,089
ALIEN I Wedge Design	2,194,527
ALIEN TUTCH	2,702,377
ALIEN Logo	3,137,635
ALIEN & Design	3,221,151
ALIEN GOLF & Design	3,221,150
ALIEN GOLF Logo	3,143,999
aliengoif,com	Appl. No. 76/632,000
aliensport.com	Appl, No. 76/632,001
TOURSHOT	Appl. No. 76/602,597

Canada Trade-mark or Trade-mark Application	Registration or Application No.
ALIEN SPORT	438,287
ALIEN TUTCH	527,664
TOURSHOT	Appl. No.
	1232973

C1363735.DOC;1BN 6628946v1

**RECORDED: 12/20/2012** 

TRADEMARK REEL: 004926 FRAME: 0096