

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
EDWIN WATTS GOLF SHOPS, LLC		12/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
EWGS INTERMEDIARY, LLC		12/06/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GWNE, INC.
Street Address:	1430 Village Way # T
City:	Santa Ana
State/Country:	CALIFORNIA
Postal Code:	92705
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	85239896	THINK GOLF IT'S FRIDAY TOUR
Serial Number:	85239889	TGIF TOUR
Registration Number:	4259356	TGIF TOUR
Registration Number:	4227966	
Registration Number:	4235441	E WHITLEY
Serial Number:	85241795	
Serial Number:	85239914	THINK GOLF IN FLORIDA TOUR
Serial Number:	85239907	THINK GOLF IN FLORIDA
Serial Number:	85248289	E. WHITLEY
Registration Number:	4151151	TEST OUT, TUNE UP & TEE OFF
Registration Number:	4206887	WATTS IS GOLF
Registration Number:	4272744	THINK GOLF IT'S FRIDAY

OP \$815.00 85239896

Registration Number:	3969451	UINTA GOLF
Serial Number:	85239882	TGIF
Registration Number:	3786288	A BETTER FIT FOR YOUR GAME
Serial Number:	78844519	CLUBHOUSE COLLECTION
Registration Number:	3820526	THE WATTS GUYS
Registration Number:	3698202	GOLFBETTER PODCASTS
Registration Number:	3621128	AMERICA'S GOLF CLUB
Registration Number:	3434765	LOYALTEE REWARDS
Registration Number:	2569451	EDWIN WATTS GOLF
Serial Number:	76052945	CLUBHOUSE COLLECTION
Registration Number:	2391023	UINTA GOLF
Serial Number:	75437689	CHAMPAGNE TONY'S
Registration Number:	1686524	LINKSMAN
Registration Number:	1493230	THE LINKSMAN
Registration Number:	1311386	EDWIN WATTS GOLF SHOPS
Registration Number:	1332501	EDWIN WATTS GOLF SHOPS
Registration Number:	3391518	GOLFSTOPONLINE.COM
Registration Number:	3381555	THE GOLF STOP
Registration Number:	3507180	THE GOLF STOP
Registration Number:	3394526	THE GOLF STOP

**CORRESPONDENCE DATA**

Fax Number: 8169600041

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (402) 346-6000

Email: trademarks@kutakrock.com

Correspondent Name: Sean P. Connolly

Address Line 1: 1650 Farnam St.

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Sean P. Connolly
Signature:	/Sean P. Connolly/
Date:	01/16/2014

Total Attachments: 6

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**TRADEMARK**  
**REEL: 005194 FRAME: 0072**

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## ASSIGNMENT OF INTANGIBLE PROPERTY

**THIS ASSIGNMENT OF INTANGIBLE PROPERTY** (this "Assignment") is entered into this 6<sup>th</sup> day of December, 2013 by and between **EDWIN WATTS GOLF SHOPS, LLC**, a Delaware limited liability company, and **EWGS INTERMEDIARY, LLC**, a Delaware limited liability company (hereinafter referred to collectively as "Seller"), and **GWNE, INC.**, a Delaware corporation (hereinafter referred to as "Buyer"). All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of December 4, 2013, by and between Seller and Buyer (the "Purchase Agreement").

**WHEREAS**, pursuant to the Purchase Agreement, Seller has agreed to transfer, convey, assign and deliver to Buyer the Purchased Assets, all in accordance with the terms set forth in the Purchase Agreement;

**WHEREAS**, Seller has adopted and is using or has used trademarks registered in the United States Patent and Trademark Office and with similar agencies in other countries, all as set forth on Schedule A attached hereto, and Buyer is desirous of acquiring such marks and the registrations and Seller's rights therein;

**WHEREAS**, in addition to said trademarks, the Seller also has rights to certain other Intangible Property, including without limitation the domain name [www.edwinwattsgolf.com](http://www.edwinwattsgolf.com);

**WHEREAS**, pursuant to the Purchase Agreement, Seller has agreed to transfer, convey, assign and deliver to Buyer the Intangible Property, including, without limitation, the trademarks and domain name described above; and

**WHEREAS**, pursuant to the Approval Order of the U.S. Bankruptcy Court for the District of Delaware has approved the sale contemplated by the Purchase Agreement;

**NOW, THEREFORE**, in consideration of the execution and delivery of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Purchase Agreement, Seller agrees as follows:

1. Seller does hereby assign to Buyer all rights, title and interest in and to said Intangible Property, including, without limitation, the trademarks described above, the goodwill of the business symbolized by said marks, along with the registrations thereof, and the numbers of which are contained herein.

2. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets are incorporated herein by this reference. Nothing in this Assignment shall expand, modify or amend the parties' rights beyond those set forth in the Approval Order and the Purchase Agreement.

3. This Assignment is intended to evidence the consummation of the transfer and assignment by Seller to Buyer of the Intangible Property contemplated by the Purchase Agreement. Seller, by its execution of this Assignment, and Buyer, by its acceptance of this Assignment, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment. In the event of any inconsistencies or ambiguities between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Seller hereby covenants and agrees that it will, at the request of Buyer, execute and deliver after the date of this Assignment such other instruments of conveyance, assignment and transfer and take such other action, as Buyer may reasonably request to vest in Buyer the entire right, title and interest in and to the Intangible Property being transferred hereby.

5. This Assignment shall inure to the benefit of Buyer and its successors and assigns, and shall be binding upon and enforceable against Seller and its respective successors and assigns. This Assignment shall be governed by the internal laws of the State of Delaware without giving effect to the conflict of law principles thereof.

6. This Assignment may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same agreement. Facsimile, photostatic and PDF copies of signatures to this Assignment (including copies received as attachments to electronic mail) shall be deemed to be originals and may be relied upon with the same force and effect as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Buyer and Seller have each executed this Assignment of Intangible Property as of the Closing Date.

**SELLER:**

**EDWIN WATTS GOLF SHOPS, LLC**

By: AK Barr  
Name: Lyndak Barr  
Title: CFO

**EWGS INTERMEDIARY, LLC**

By: AK Barr  
Name: Lyndak Barr  
Title: CFO

**BUYER:**

**GWNE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Assignment of Intangible Property]

IN WITNESS WHEREOF, Buyer and Seller have each executed this Assignment of Intangible Property as of the Closing Date.

**SELLER:**

**EDWIN WATTS GOLF SHOPS, LLC**

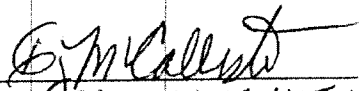
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EWGS INTERMEDIARY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**GWNE, INC.**

By:   
Name: CRAG MCALISTER  
Title: CEO

[Signature page to Assignment of Intangible Property]

**SCHEDULE A**

**TRADEMARKS**

United States Trademarks:

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Live/Dead</b>
1	<u>85239896</u>		<u>THINK GOLF IT'S FRIDAY TOUR</u>	<u>LIVE</u>
2	<u>85239889</u>		<u>TGIF TOUR</u>	<u>LIVE</u>
3	<u>85977944</u>	<u>4259356</u>	<u>TGIF TOUR</u>	<u>LIVE</u>
4	<u>85977502</u>	<u>4227966</u>		<u>LIVE</u>
5	<u>85977501</u>	<u>4235441</u>	<u>E WHITLEY</u>	<u>LIVE</u>
6	<u>85241795</u>			<u>LIVE</u>
7	<u>85239914</u>		<u>THINK GOLF IN FLORIDA TOUR</u>	<u>LIVE</u>
8	<u>85239907</u>		<u>THINK GOLF IN FLORIDA</u>	<u>LIVE</u>
9	<u>85248289</u>		<u>E. WHITLEY</u>	<u>DEAD</u>
10	<u>85239933</u>	<u>4151151</u>	<u>TEST OUT, TUNE UP &amp; TEE OFF</u>	<u>LIVE</u>
11	<u>85239921</u>	<u>4206887</u>	<u>WATTS IS GOLF</u>	<u>LIVE</u>
12	<u>85239899</u>	<u>4272744</u>	<u>THINK GOLF IT'S FRIDAY</u>	<u>LIVE</u>
13	<u>85099407</u>	<u>3969451</u>	<u>UINTA GOLF</u>	<u>LIVE</u>
14	<u>85239882</u>		<u>TGIF</u>	<u>DEAD</u>
15	<u>78858662</u>	<u>3786288</u>	<u>A BETTER FIT FOR YOUR GAME</u>	<u>LIVE</u>
16	<u>78844519</u>		<u>CLUBHOUSE COLLECTION</u>	<u>DEAD</u>
17	<u>77766713</u>	<u>3820526</u>	<u>THE WATTS GUYS</u>	<u>LIVE</u>
18	<u>77685596</u>	<u>3698202</u>	<u>GOLFBETTER PODCASTS</u>	<u>LIVE</u>
19	<u>77267858</u>	<u>3621128</u>	<u>AMERICA'S GOLF CLUB</u>	<u>LIVE</u>
20	<u>77267855</u>	<u>3434765</u>	<u>LOYALTEE REWARDS</u>	<u>LIVE</u>
21	<u>76110101</u>	<u>2569451</u>	<u>EDWIN WATTS GOLF</u>	<u>LIVE</u>
22	<u>76052945</u>		<u>CLUBHOUSE COLLECTION</u>	<u>DEAD</u>
23	<u>75639294</u>	<u>2391023</u>	<u>UINTA GOLF</u>	<u>LIVE</u>
24	<u>75437689</u>		<u>CHAMPAGNE TONY'S</u>	<u>DEAD</u>
25	<u>74165396</u>	<u>1686524</u>	<u>LINKSMAN</u>	<u>DEAD</u>
26	<u>73686277</u>	<u>1493230</u>	<u>THE LINKSMAN</u>	<u>DEAD</u>
27	<u>73470038</u>	<u>1311386</u>	<u>EDWIN WATTS GOLF SHOPS</u>	<u>DEAD</u>
28	<u>73470037</u>	<u>1332501</u>	<u>EDWIN WATTS GOLF SHOPS</u>	<u>DEAD</u>
29	<u>77223395</u>	<u>3391518</u>	<u>GOLFSTOPONLINE.COM</u>	<u>LIVE</u>



30	77223342	3381555	THE GOLF STOP	LIVE
31	77223855	3507180	THE GOLF STOP (and Design)	LIVE
32	77223767	3394526	THE GOLF STOP (Stylized)	LIVE

Australian Trademarks:

Serial Number	Reg. Number	Word Mark	Live/Dead
854754	854754	EDWIN WATTS GOLF	LIVE

Canadian Trademarks:

Serial Number	Reg. Number	Word Mark	Live/Dead
520,447	338,134	EDWIN WATTS GOLF SHOPS	LIVE