

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
Greater Golf, Inc.		01/10/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Aldila, Inc.		
Street Address:	14145 Danielson Street, Suite B		
City:	Poway		
State/Country:	CALIFORNIA		
Postal Code:	92064-6860		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2098571	ROGUE	
CORRESPONDENCE DATA			
Fax Number:	7032058050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7032058000		
Email:	searsk@bskb.com		
Correspondent Name:	Robert J. Kenney		
Address Line 1:	P.O. Box 747		
Address Line 4:	Falls Church, VIRGINIA 22040		
ATTORNEY DOCKET NUMBER:	L0786-1295X		
NAME OF SUBMITTER:	Robert J. Kenney		
Signature:	/Robert J. Kenney/		
Date:	01/24/2014		

OP \$40.00 2098571

Total Attachments: 5

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TRADEMARK PURCHASE AGREEMENT AND ASSIGNMENT

This Trademark Purchase Agreement and Assignment ("Agreement") is entered into this 9th day of January, 2014, by and between Greater Golf, Inc., an inactive corporation having an address of 105 Hillside Drive, East Longmeadow, MA 01028 ("Greater Golf"), and Aldila, Inc., a corporation formed and existing under the laws of the state of Delaware and having an address at 14145 Danielson Street, Suite B, Poway, California 92064 ("Aldila").

RECITALS

A. Greater Golf is the owner of US Trademark Registration No. 2,098,571 ("the '071 Registration") for the mark ROGUE (the "Mark") for use with golf clubs.

B. The undersigned, Thomas E. Veratti, is the agent and an officer of Greater Golf, and is authorized to transfer ownership of the Mark and the '071 Registration.

C. Aldila desires to acquire Greater Golf's rights in the Mark and the '071 Registration, and Greater Golf desires to sell such rights and registration to Aldila on the terms and conditions contained herein.

AGREEMENT

THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Greater Golf hereby sells, transfers, and conveys its entire right, title and interest in the '071 Registration and the Mark therein, including the right to sue for past infringement, together with all goodwill associated with and symbolized by the Mark in the United States and its territories (the "Territory"), to Aldila. Greater Golf agrees to complete, sign and notarize any other documents as may be required by Aldila and its successors or assigns to confirm ownership of the '071 Registration and the Mark, and to effectuate the transfer of the '071 Registration and the Mark or to assist Aldila and its successors or assigns in confirming its rights to the Mark. This specifically includes Exhibit 1 attached hereto, an executed copy of which shall be provided to Aldila by Greater Golf in exchange for the Purchase Price as defined below. *In effect only after funds transferred as per item 2 below. TEV 01/09/14*

2. Purchase Price. The nonrefundable purchase price for Greater Golf's entire right, title and interest in the Mark in the Territory and the '071 Registration is four thousand dollars (\$4,000.00 USD), which is payable by Aldila to Thomas E. Veratti as the agent for Greater Golf upon execution of this Agreement and the Assignment attached hereto, in immediately available funds by wire transfer pursuant to wiring instructions furnished by Greater Golf (the "Purchase Price"). *Funds must be transferred by 01/15/14 or offer voided. TEV 01/09/14*

3. Greater Golf's Representations and Warranties. Greater Golf represents and warrants that:

3.1. Greater Golf is a corporation duly organized and in inactive status under the laws of the state of Florida. Greater Golf has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

3.2. All requisite corporate action has been taken by Greater Golf in connection with the entering into of this Agreement and the instruments referred to herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Greater Golf is duly authorized to do so.

3.3. Any and all consents and approvals which may be required in order for Greater Golf to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Greater Golf are and shall be valid, legally binding obligations of and enforceable against Greater Golf, its successors and assigns in accordance with their terms.

3.4. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Greater Golf is subject or by which Greater Golf is bound, or constitute a breach or default under any agreement or other obligation to which Greater Golf is a party or otherwise bound.

3.5. Greater Golf is the owner of all right, title and interest in the '071 Registration, which is valid and in good standing.

3.6. Greater Golf represents that there is no outstanding indebtedness incurred by Greater Golf or its principals or agents for which a valid lien or other security interest could be filed against the '071 Registration.

3.7. Greater Golf will not contest Aldila's full and complete ownership of the '071 Registration and the Mark, including the rights to use, license the use of and/or register the Mark for any product in the Territory. Greater Golf will not contest, or file an opposition to, the acquisition by Aldila of any trademarks containing the word ROGUE, with or without elements of design, in the Territory, and Greater Golf will not manufacture, advertise, market or sell any products bearing the Mark or any mark confusingly similar thereto in the Territory. Greater Golf will not use or seek to register the Mark, or any mark confusingly similar thereto in the Territory.

4. Aldila's Representations and Warranties.

4.1 Aldila is a corporation duly organized and in good standing under the laws of the state of Delaware. Aldila has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by Aldila in connection with the entering into of this Agreement and the instruments referred to herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Aldila is duly authorized to do so.

4.2 Any and all consents and approvals which may be required in order for Aldila to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Aldila are and shall be valid, legally binding obligations of and enforceable against Aldila, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Aldila is subject or by which Aldila is bound, or constitute a breach or default under any agreement or other obligation to which Aldila is a party or otherwise bound.

5. Miscellaneous.

5.1 Governing Law. THIS AGREEMENT AND ALL PERFORMANCE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD FOR ITS CONFLICTS OF LAW PRINCIPLES.

5.2 Severability. In the event any provision of this Agreement, or portions thereof, is held to be invalid, illegal, or unenforceable, they are to that extent deemed to be omitted and the remaining provisions of this Agreement will be effective.

5.3 Waiver. The waiver by either Party of any default, breach, or right of this Agreement will not constitute a waiver of any other or subsequent default, breach, or right.

5.4 Assignment. Neither Party may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other which consent shall not be unreasonably withheld or delayed unless (i) otherwise allowed hereunder, or (ii) upon thirty (30) days prior written notice, assigned or delegated to a party controlled by, in control of, or under common control with the assigning party.

5.5 Interpretation. Headings of particular sections are inserted only for convenience and are not to be used to define, limit or construe the scope of any term or provision of this Agreement.

5.6 Relationship of the Parties. Neither the Agreement, nor any terms and conditions contained in the Agreement, may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture, a franchise, or an agency between Greater Golf and Aldila. Neither Greater Golf nor Aldila may bind the other in contracts with third parties or make promises or representations on behalf of the other party.

5.7 Counterparts. This Agreement may be signed in counterparts, which taken together will constitute one single Agreement between the parties.

5.8 Indemnification. Aldila shall indemnify and hold Greater Golf harmless against any and all third-party claims, demands, damages, liabilities and costs incurred by Greater Golf which directly or indirectly result from, or arise in connection with, any negligent

by Tom Veratti, its agent or otherwise

*and Tom Veratti, its agent
JEW 01/14/14*

act or omission of Aldila, its agents, or employees, pertaining to its activities and obligations under this Agreement.

This indemnification covers any actions taken against Greater Golf and Tom Veratti originating from Aldila's use of and actions related to their Rogue trademark.

5.9 Entire Agreement. All exhibits, addendums or supplements attached to this Agreement are incorporated herein by reference and are expressly made a part of this Agreement (except supplements that require signature by the parties, which will not be binding until signed by both parties). This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.

*TRU
01/09/14*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first set forth above.

<p>GREATER GOLF, INC.</p> <p>BY: <u>Thomas E Veratti</u> Thomas E. Veratti</p> <p>TITLE: <u>Chairman</u></p> <p>DATE: <u>01/09/14</u></p>	<p>ALDILA, INC.</p> <p>BY: <u>Peter R Mathewson</u> Peter R. Mathewson</p> <p>TITLE: <u>Chief Executive Officer</u></p> <p>DATE: <u>January 09, 2014</u></p>
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Exhibit 1

ASSIGNMENT

WHEREAS, Greater Golf, Inc. ("Assignor"), an inactive corporation of the state of Florida, having an address of 105 Hillside Drive, East Longmeadow, MA 01028, is the owner of US Trademark Registration No. 2098571 registered on September 23, 1997, for the mark "ROGUE," in the U.S. Patent and Trademark Office; and

WHEREAS, Aldila, Inc. ("Assignee"), a corporation of Delaware, having a place of business at 14145 Danielson Street, Suite B, Poway, California, is desirous of acquiring said registration and mark contained therein;

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee, the entire right, title and interest in and to said registration, together with the goodwill of the business associated with the mark, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the said assigned interest would have been held and enjoyed by the Assignor if this Assignment had not been made.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as follows:

ASSIGNOR:
Greater Golf, Inc.

Date 01/09/14

By Thomas E. Veratti
Thomas Veratti
Title Chairman

WITNESS:

Date 1/10/14

By KA Veratti
Signature