OP \$215.00 3529

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM297669

NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
World Series of Golf, Inc.		11/27/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	NPNC Management LLC	
Street Address:	3273 E. Warm Springs Rd.	
City:	Las Vegas	
State/Country:	NEVADA	
Postal Code:	89120	
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA	

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3529354	G WORLD SERIES OF GOLF HIGH STAKES GOLF
Registration Number:	3442757	WORLD SERIES OF GOLF
Registration Number:	3442756	G WORLD SERIES OF GOLF
Registration Number:	3455195	WORLD SERIES OF GOLF CLUB CHAMPIONSHIP
Registration Number:	2944622	WORLD SERIES OF GOLF
Registration Number:	3395230	WORLD SERIES OF PROFESSIONAL MEN'S GOLF
Registration Number:	3395229	WORLD SERIES OF PROFESSIONAL LADIES' GOL
Registration Number:	3280285	WORLD SERIES OF AMATEUR GOLF

CORRESPONDENCE DATA

Fax Number: 7029447100

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

US Mail.

Phone: 7023126255

Email: jpike@caneclark.com

Correspondent Name: Cane Clark LLP

Address Line 1:3273 E. Warm Springs Rd.Address Line 4:Las Vegas, NEVADA 89120

NAME OF SUBMITTER:	Bryan Clark	
SIGNATURE:	/Bryan Clark/	
DATE SIGNED:	03/10/2014	TDADEMADIA
		INADEMANN

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Total Attachments: 13 source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page1.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page2.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page3.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page4.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page5.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page6.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page7.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page8.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page9.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page10.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page11.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page12.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page12.tif source=43 A-11-634859-C-5049426_NEOJ_Notice_of_Entry_of_Order#page13.tif

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		Alun & Comm
1	NEOJ	CLERK OF THE COURT
2	BRYAN R. CLARK, ESQ. Nevada Bar No. 4442	
3	JOHN J. LAXAGUE, ESQ.	
	Nevada Bar No: 7417	
4	CANE CLARK LLP	
5	3273 E Warm Springs Road	
6	Las Vegas, Nevada 89120 Telephone: (702) 312-6255	
6	Fax: (702) 944-7100	
7		
8	Attorneys for Plaintiff	
9	EIGHTH JUDICIAL	DISTRICT COURT
10	CLARK COUN	NTY, NEVADA
11		
12	NPNC MANAGEMENT LLC, a Nevada limited liability company,	Case No: A-11-634859-C Dept No: I
13		Bopt No.
	Plaintiff,	
14	vs.	NOTICE OF ENTRY OF ORDER
15	WORLD SERIES OF GOLF, INC. fka	
16	Innovative Consumer Products, Inc., a Nevada	
17	Corporation; DOES I-V and ROE ENTITIES	Hearing Date: November 26, 2013
18	VI – X, inclusive,	Hearing Time: 9:30 a.m.
19	Defendant(s).	
		1
20	TO: WORLD SERIES OF GOLF, INC.	fka Innovative Consumer Products, Inc.
21	Defendant:	
22	TO: ALL OTHER INTERESTED PARTIE	S AND THEIR COUNSEL OF RECORD:
23	NOTICE IS HEREBY GIVEN that on !	November 26, 2013, there was entered in the
24		
25	above-captioned matter an ORDER APPROVIM	NG SETTLEMENT AND INTELLECTUAL
26	<i> </i>	
	 ///	•
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28		

TRADEMARK REEL: 005234 FRAME: 0280

1	PROPERTY ASSIGNMENT AGREEMENT, a copy of which is attached hereto and
2	incorporated herein by this reference.
3	
4	DATED this 27 th day of November, 2013.
5	CANE CLARK LLP
6	
7	By: Seyan R. CLARK, ESQ.
8	Nevada Bar No: 4442
9	JOHN J. LAXAGUE, ESQ.
	Nevada Bar No: 7417
10	Attorney for Plaintiff
11	CEDELEICATEE OF MAILING
12	CERTIFICATE OF MAILING
13	I hereby certify that on the 27 th day of November, 2013, I served a true and correct copy
14	of the foregoing Notice of Entry of Order by depositing the same in the U.S. Mail, at Las
15	Vegas, Nevada, first-class mail, postage prepaid, to the addressees listed below:
16	
17	John F. Slitz, Jr. 2820 High Sail Ct.
18	Las Vegas, NV 89117
19	Receiver for Defendant
20	
21	July 01 ac
22	An employee of CANE CLARK LLP
23	
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1 **ORDR CLERK OF THE COURT** BRYAN R. CLARK, ESO. Nevada Bar No. 4442 JOHN J. LAXAGUE, ESQ. 3 Nevada Bar No. 7417 4 CANE CLARK LLP 3273 E Warm Springs Road 5 Las Vegas, Nevada 89120 Phone: (702) 312-6255 6 Fax: (702) 944-7100 7 Attorneys for Plaintiff 8 9 EIGHTH JUDICIAL DISTRICT COURT 10 CLARK COUNTY, NEVADA 11 NPNC MANAGEMENT LLC, a Nevada Case No: A-11-634859-C 12 limited liability company, Dept No: Ι 13 Plaintiff, 14 ORDER APPROVING. SETTLEMENT vs. AND INTELLECTUAL PROPERTY 15 ASSIGNMENT AGREEMENT WORLD SERIES OF GOLF, INC., fka 16 Innovative Consumer Products, Inc., a Nevada Hearing Date: November 30, 2013 17 Corporation; DOES I-V and ROE ENTITIES Hearing Time: 9:00 a.m. VI - X, inclusive. 18 Defendant(s). 19 20 THIS MATTER, having come before the Court on the 30th day of November, 2013, on 21 Receiver and Plaintiff's Joint Motion for Approval of Settlement and Intellectual Property 22 Assignment Agreement (the "Motion"), the notice of the Motion having been duly and properly 23 given, no opposition to the Motion having been filed, and good cause appearing therefor, 24 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the proposed 25

> TRADEMARK REEL: 005234 FRAME: 0282

Settlement and Intellectual Property Assignment Agreement (the "Agreement") attached hereto

as Exhibit 1 is hereby approved and confirmed.

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1	IT IS FURTHER ORDERED, ADJUDGED AND DECREED that John F. Slitz, as
2	Receiver for Defendant, is authorized to execute the Agreement and any ancillary documentation
3	necessary to consummate the terms thereof.
4	DATED this <u>26</u> day of
5	
6	
7	DISTRICT COURT JUDGE
8	PINTING! COOK! JODGE
9	Respectfully Submitted:
10	CANE CLARK LLP
11	
12	By: John Se frague
13	BRYAN R. CLARK, ESQ. Nevada Bar No: 4442
14	JOHN J. LAXAGUE, ESQ.
15	Nevada Bar No: 7417 Attorneys for Plaintiff
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Order Approving Settlement and Intellectual Property Assignment Agreement

EXHIBIT1

SETTLEMENT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARK REEL: 005234 FRAME: 0284

SETTLEMENT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Settlement and Intellectual Property Assignment Agreement ("Agreement") is made this 26th day of 4.2013, by and among World Series of Golf, Inc., a Nevada corporation ("WSGF"); and NPNC Management, LLC, a Nevada limited liability company (all either individually, a "Party," and collectively the "Parties").

RECITALS

- A. On February 28, 2011, NPNC filed a Verified Complaint against WSGF in the Eighth Judicial District Court for Clark County, Nevada (the "District Court") entitled NPNC Management, LLC v. World Series of Golf, Inc.; Case No. A-11-634859-C (hereinafter, the "District Court Action"). As the successor and assign to a debt owed by WSGF for services rendered to WSGF, NPNC sued WSGF in the District Court Action for collection of a principal amount due in the amount of \$161,571.08, plus interest at the statutory rate.
- B. On April 4, 2011, the District Court entered a Judgment by Default against WSGF and in favor of NPNC in the principal amount of \$161,571.08, plus: (i) pre-judgment interest in the amount of \$16,571.08, (ii) costs of \$413.81, (iii) attorney's fees of \$1,286, and (iv) continuing post-judgment interest at the statutory rate until paid in full (the District Court Judgment").
- C. On September 13, 2012, the District Court appointed John F. Slitz to serve as receiver for WSGF and empowered Mr. Slitz to, among other things, settle or compromise claims against the receivership estate through the marshalling or disposition of assets, or otherwise.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS SET FORTH BELOW:

- 1. Recitals. The foregoing recitals are true and incorporated herein, as though set forth in full.
- **2.** Agreement Effective Upon District Court Approval. This Agreement shall be effective and binding upon being approved by final order of the District Court.
- 3. NPNC's Release of WSGF. NPNC hereby fully releases and discharges WSGF and its receivership estate of and from all claims, actions, causes of action, demands, rights, agreements, promises, liabilities, losses, damages, costs and expenses, of every nature and character, description and amount, either known or unknown, without limitation or exceptions, whether based on the District Court Judgment, or theories of tort, fraud, misrepresentation, contract, breach of contract, breach of the covenant of good faith and fair dealing, violation of statute,

Page 1 of 8

ordinance, or any other theory of liability or declaration of rights whatsoever, which NPNC may now have against WSGF and/or its receivership estate, whether asserted or not, arising directly or indirectly from or based on any cause, event, transaction, act, omission, occurrence, condition or matter, of any kind or nature whatsoever, which has occurred to date or may hereafter occur relating to or arising out of the District Court Judgment, any of the transactions or occurrences alleged in the Verified Complaint, or all claims and causes of action which are or could have been asserted by NPNC against WSGF in the District Court Action.

- 4. WSGF's Release of NPNC. WSGF, by and through John F. Slitz in his capacity its duly appointed receiver, hereby fully releases and discharges NPNC of and from all claims, actions, causes of action, demands, rights, agreements, promises, liabilities, losses, damages, costs and expenses, of every nature and character, description and amount, either known or unknown, without limitation or exceptions, whether based on theories of tort, fraud, misrepresentation, contract, breach of contract, breach of the covenant of good faith and fair dealing, violation of statute, ordinance, or any other theory of liability or declaration of rights whatsoever, which WSGF and/or its receivership estate may now have against NPNC, whether asserted or not, arising directly or indirectly from or based on any cause, event, transaction, act, omission, occurrence, condition or matter, of any kind or nature whatsoever, which has occurred to date or may hereafter occur, including, but not limited to, all claims and causes of action which are or could have been asserted by WSGF and/or its receivership estate against NPNC in the District Court Action.
- 5. Satisfaction of Judgment To Be Provided by NPNC. Promptly upon conclusion of the transactions contemplated herein, NPNC shall furnish WSGF with a proper Satisfaction of Judgment reflecting satisfaction and payment in full of the District Court Judgment. With regard to assignment of any patent, trademark, or copyright as contemplated herein, conclusion of any such transaction shall be deemed to have occurred upon filing of appropriate assignment documents with the relevant governmental agency and acceptance of such filing by the governmental agency with which it is filed.
- **6.** <u>Definition of Intellectual Property</u>. As used herein, the term "Intellectual Property shall mean:
- a. All rights to and ownership of the issued U.S. patents listed on Schedule 1, together with all rights and other assets relating or pertaining to the inventions disclosed in such patents, including, but not limited to all related know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas and techniques related to the foregoing, any and all written, unpatented technical or scientific information developed or acquired by WSGF, including laboratory and clinical notebooks, research data, research memoranda, computer software (including source code), computer records, scientist's notes, consultant reports, research reports from third parties, abandoned patent applications, invention disclosures, patentability reports and searches, patent and literature references, and the like developed or acquired before the date hereof related to such patents; and

- b. Any and all copyrights, copyright registrations and copyrightable subject matter owned or controlled by WSGF in any capacity whatsoever; and
- c. Any and all trademarks, trademark registrations, and other trademark rights owned or controlled by WSGF in any capacity whatsoever, including, but not limited to, all rights to and ownership of the U.S. trademark registrations listed on <u>Schedule 2</u>; and
- d. All right, title, and interest in and to any Internet domain name owned or controlled by WSGF in any capacity whatsoever including, but not limited to, all rights to and ownership of the domain name registrations listed on <u>Schedule 3</u>; and
- e. All other intellectual property owned or controlled by WSGF in any capacity whatsoever including, but not limited to, all inventions, know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including proprietary processes, methods, formulas and techniques.
- 7. <u>Assignment of Intellectual Property</u>. For good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, WSGF hereby assigns to NPNC all of right, title and interest in the Intellectual Property as defined above.
- **Execution of Additional Documents.** WSGF agrees to execute upon the request of NPNC any assignment paper or other document reasonably necessary to evidence the assignment of the rights hereunder to NPNC, and agrees to cooperate with NPNC in all other matters relating to the assignment of these rights to NPNC.

9. General Provisions.

- a. <u>Entire Agreement.</u> This Agreement, together with any Exhibits thereto, constitutes the entire agreement between the Parties relating to the subject matter hereof. All negotiations, proposals, modifications and agreements prior to the date hereof between the Parties are merged into this Agreement and superseded hereby. There are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning this Agreement unless set forth in writing and signed by all of the Parties. This Agreement may not be effectively modified except by terms embodied in writing and signed by all of the Parties.
- b. <u>No Waiver</u>. No action or want of action on the part of any Party hereto at any time to execute any rights or remedies conferred upon it under this Agreement shall be, or shall be asserted to be, a waiver on the part of any party hereto of its rights or remedies hereunder.
- c. <u>No Third Party Beneficiary</u>. This Agreement is for the benefit of the Parties to this Agreement and confers no rights, benefits or causes of action in favor of any other third parties or entities.

Page 3 of 8

- d. Severance. Should any term, part, portion or provision of this Agreement be decided or declared by the Courts to be, or otherwise found to be, illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions and provision shall be deemed severable and shall not be affected thereby, providing such remaining parts, terms, portions or provisions can be construed in substance to constitute the agreement that the Parties intended to enter into in the first instance.
- e. <u>Pronouns, Headings</u>. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and to the singular or plural, as the identity of the person may require. Paragraph titles or captions are used in this Agreement for convenience or reference, and in no way define, limit, extend or describe the scope or intent of this Agreement or any of its provisions.
- f. <u>Successors and Assigns</u>. This Agreement shall be binding and inure to the benefit of the Parties and their respective heirs, successors, and assigns.
- g. <u>Counterparts</u>. This Agreement may be executed in counterparts, one or more of which may be facsimiles, but all of which shall constitute one and the same Agreement. Facsimile signatures of this Agreement shall be accepted by the parties to this Agreement as valid and binding in lieu of original signatures; however, within five (5) business days after the execution of this Agreement, such parties shall also deliver to the other party an original signature page signed by that party.
- h. <u>Choice of Laws: Actions</u>. This Agreement shall be constructed and construed in accordance with the internal substantive laws of the State of Nevada, without regard to the choice of law principles of said State. The exclusive venue of any action, suit, counterclaim or cross claim arising under, out of, or in connection with this Agreement shall be the state or federal courts in Clark County, Nevada. The parties hereby consent to the personal jurisdiction of any court of competent subject matter jurisdiction sitting in Clark County, Nevada.
- i. <u>Understanding of Agreement</u>. The Parties each acknowledge that they have fully read the contents of this Agreement and that they have had the opportunity to obtain the advice of counsel of their choice, and that they have full, complete and total comprehension of the provisions hereof and are in full agreement with each and every one of the terms, conditions and provisions of this Agreement. As such, the Parties agree to waive any and all rights to apply an interpretation of any and all terms, conditions or provisions hereof, including the rule of construction that such ambiguities are to be resolved against the drafter of this Agreement. For the purpose of this instrument, the Parties agree that ambiguities, if any, are to be resolved in the same manner as would have been the case had this instrument been jointly conceived and drafted.

IN WITNESS WHEREOF, each of the parties has executed this Agreement on the date and year set forth on the first page of this Agreement.

NPNC Management, LLC

World Series of Golf, Inc.

Reven P Clark

John F. Slitz, Receiver

SCHEDULE 1

U.S. Patents

US 7,841,933 B2 (Appl. No. 10/958,933) Method for Conducting Sports Tournaments with Wagering

US 8,313,363 B2 (Appl. No. 12/912,794) Method for Conducting Sports Tournaments with Wagering

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SCHEDULE 2

U.S. Trademarks

G WORLD SERIES OF GOLF HIGH STAKES GOLF, serial no. 78990528, registration no. 3529354

WORLD SERIES OF GOLF, serial no. 78879871, registration no. 3442757

G WORLD SERIES OF GOLF, serial no. 78879840, registration no. 3442756

WORLD SERIES OF GOLF CLUB CHAMPIONSHIP, serial no. 78405591, registration no. 3455195

WORLD SERIES OF GOLF, serial no. 76536848, registration no. 2944622

WORLD SERIES OF PROFESSIONAL MEN'S GOLF, serial no. 76536846, registration no. 3395230

WORLD SERIES OF PROFESSIONAL LADIES' GOLF, serial no. 76536845, registration no. 3395229

WORLD SERIES OF AMATEUR GOLF, serial no. 76536847, registration no. 3280285

Page 7 of 8

SCHEDULE 3

britishworldseriesofgolf.com

europeanworldseriesofgolf.com

the world series of golf.com

worldseriesgolf.net

worldseriesofgolf.co.uk

worldseriesofgolf.com

worldseriesofgolfinc.com

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RECORDED: 03/10/2014