

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM298047

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NPNC MANAGEMENT LLC		03/13/2014	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	WORLD SERIES OF GOLF 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@canec Clark.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/

OP \$215.00 3529354

DATE SIGNED:	03/13/2014
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Total Attachments: 7

- source=(signed) Intellectual Property Assignment (NPNC to WSOG LLC)#page1.tif
- source=(signed) Intellectual Property Assignment (NPNC to WSOG LLC)#page2.tif
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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This Assignment and Assumption of Intellectual Property ("Agreement") is entered into this 13 day of March, 2014, by and between NPNC MANAGEMENT LLC, a Nevada limited liability company ("Seller") and WORLD SERIES OF GOLF LLC, a Nevada limited liability company ("Purchaser"). Seller and Purchaser as referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Seller desires to assign certain Intellectual Property to Purchaser and the Purchaser desires to accept such Intellectual Property and to perform and assume the liabilities and obligations of the Seller concerning such Intellectual Property.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Definition of Intellectual Property. As used herein, the term "Intellectual Property" shall mean:

a. All right, title, and interest in 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 Seller, 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 (collectively the "Patents"); and

b. All right, title, and interest in the trademarks, trademark registrations, and other trademark rights listed on Schedule 2 (collectively the "Trademarks"); and

c. All right, title, and interest in and to the Internet domain name registrations listed on Schedule 3 (collectively the "Domain Names"); and

d. Any and all copyrights, copyright registrations and copyrightable subject matter owned or controlled by Seller related to the Patents, Trademarks, and/or the Domain Names.

Section 2. Assignment. For consideration of ten dollars (\$10) USD, and other good and valuable consideration, receipt of which is hereby acknowledged, Seller hereby assigns, transfers, sets over and conveys to the Purchaser all of the Seller's right, title and interest in the Intellectual Property, all as more fully described in Schedule A hereto, to have and to hold unto the Purchaser, its successors and assigns, to their own use and benefit forever.

Section 3. Seller's Representations. The Seller represents and warrants that prior to this date, the Seller has delivered to the Purchaser true and complete copies (including all amendments thereto) of any evidence of ownership of the Intellectual Property.

Section 4. Assumption. The Purchaser hereby accepts the foregoing assignment and hereby covenants and agrees with the Seller that the Purchaser will perform and observe all of the Seller's obligations arising from assignment of the Intellectual Property.

Section 5. Limitation on Assignment and Assumption. Notwithstanding anything to the contrary in this Agreement, if any of the Intellectual Property is not completely and effectively assigned hereunder so as to give the Purchaser the full benefit of all of the Seller's rights thereunder, the Purchaser shall assume the Seller's liabilities thereunder only to the extent the Purchaser obtains the rights and benefits thereunder.

Section 6. Further Assurances. At the request of the Purchaser, the Seller will execute, acknowledge and deliver to the Purchaser such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as the Purchaser may reasonably require, without imposing any additional liabilities on the Seller, in order to vest any of the Intellectual Property more effectively in the Purchaser, or to put the Purchaser more fully in the possession of, or to better enable the Purchaser to complete, perform or discharge any of the liabilities or obligations assumed by the Purchaser pursuant to this Agreement.

Section 7. Miscellaneous Provisions.

7.1 Governing Law and Conflict of Laws. This Agreement shall be governed by and construed under the laws of the State of Nevada without regard to conflicts-of-laws principles.

7.2 Jurisdiction and Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the State of Nevada, County of Clark, or, if it has or can acquire jurisdiction, in the United States District Court for the unofficial southern District of Nevada, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

7.3 Fees and Costs. Purchaser and Seller will be responsible for and bear all of their respective costs and expenses (including any attorney's fees, broker's or finder's fees, and the expenses of its representatives) incurred at any time in connection with pursuing or consummating this Agreement.

7.4 Execution of Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

7.5 Time. Time is of the essence of this Agreement.

7.6 Attorney Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the arbitrator, trial court and/or appellate court.

7.7 Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

7.8 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

7.9 Modifications Must Be in Writing. This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must have been signed by each party.

7.10 Agreement Binding. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors and assigns. Except as expressly stated herein, this Agreement shall not confer any rights or remedies on any third party.

7.11 Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

7.12 Electronic Signatures. Facsimile or electronic mail transmission of any signed original document, and the retransmission of any signed facsimile or electronic mail transmission, shall be the same as delivery of the original signed document. At the request of any party, a party shall confirm documents with a facsimile transmitted signature by signing an original document.

7.13 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

7.14 No Waiver. 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.

7.15 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

7.16 Understanding of Agreement. 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, the parties have duly executed and delivered this Assignment and Assumption of Intellectual Property Rights effective as of the date first above written.

SELLER:

NPNC MANAGEMENT LLC,
a Nevada limited liability company

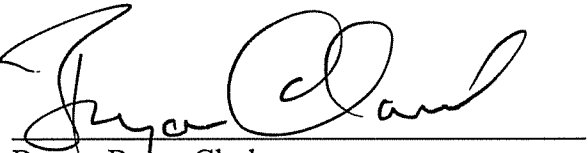
By: CANE CLARK LLP
Its: Manager



By: Bryan Clark
Its: Managing Partner

PURCHASER:

WORLD SERIES OF GOLF LLC,
a Nevada limited liability company



By: Bryan Clark
Its: Manager

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

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

SCHEDULE 3

Internet Domain Names

britishworldseriesofgolf.com

europeanworldseriesofgolf.com

theworldseriesofgolf.com

worldseriesgolf.net

worldseriesofgolf.co.uk

worldseriesofgolf.com

worldseriesofgolfinc.com