

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TGIB Marketing, Inc.		06/11/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Taylor Made Golf Company, Inc.		
Street Address:	5545 Fermi Court		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1731312	M-1	
Registration Number:	4153640	M1-X	
CORRESPONDENCE DATA			
Fax Number:	8453597798		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8453597700		
Email:	anotaro@notaromichalos.com		
Correspondent Name:	Notaro, Michalos & Zaccaria P.C.		
Address Line 1:	100 Dutch Hill Road, Suite 240		
Address Line 4:	Orangeburg, NEW YORK 10962		
ATTORNEY DOCKET NUMBER:	J1068-235-236		
NAME OF SUBMITTER:	Angelo Notaro		
SIGNATURE:	/J1068-235-236-AN-pm/		
DATE SIGNED:	09/15/2015		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT AND LICENSE BACK AGREEMENT

THIS TRADEMARK ASSIGNMENT AND LICENSE BACK AGREEMENT (“Agreement”) is made as of June 11, 2015, by and between TGIB Marketing, Inc., a New York corporation, doing business as Rock Bottom Golf or as Ray Cook Golf (“TGIB”), and Taylor Made Golf Company, Inc., a Delaware corporation, doing business as Taylor Made-adidas Golf Company (“TMaG”).

WHEREAS, TGIB owns the trademarks M-1, M1, M1-X and M1 x, and various stylized versions of those marks in connection with golf clubs throughout the world, including without limitation the registrations and applications identified in Schedule A attached hereto (collectively, the “Marks”), together with all goodwill related thereto;

WHEREAS, TGIB desires to assign, and TMaG desires to acquire, all of the rights owned by TGIB in and to the Marks throughout the world; and

WHEREAS, TGIB desires to acquire a non-exclusive, royalty-free, non-sublicensable, and non-assignable license-back for its continued use of the M1 mark solely in the form depicted in Schedule C hereto and solely for certain uses (as set forth below);

NOW, THEREFORE, in consideration of the mutual covenants of the parties and for consideration herewith paid by TMaG to TGIB hereunder, the parties hereby agree as follows:

1. **Assignment.** TGIB hereby sells, assigns, transfers and sets over to TMaG, its successors, legal representatives and assigns, the entire right, title, and interest of TGIB in and to the Marks, including all applications, registrations and all common law rights, together with the goodwill related thereto, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements. The Marks shall include any alphanumeric mark that prominently contains the characters “M” and “1.”

1.1 TGIB agrees, for itself and each of its successors and assigns, to:
(i) execute upon request any other lawful documents (prepared at the expense of TMaG) reasonably necessary to record or secure the grant of any rights hereunder in the United States and in all other countries to TMaG, its successors and assigns; and (ii) to perform, at TMaG’s expense, any lawful act related to the assignment, ownership, procurement and maintenance of the Marks. Pursuant to and coincident with the signing of this Agreement, TGIB agrees that it will execute the individual assignments set forth at Exhibit B.

1.2 TGIB does hereby authorize and request the Commissioner of Patents and Trademarks of the United States (or similar foreign organization) to record this Assignment and to issue any registrations which may be granted upon the Marks to TMaG, its successors and assigns.

2. **License-Back.** Concurrent with the execution of this Agreement, TMaG grants to TGIB a non-exclusive, royalty-free, license-back throughout the United States and the European Union (the “Territory”). The license-back shall be solely limited to TGIB’s continued use of the M1 mark in the form or substantially similar form in which it is currently used, as shown at

Schedule C in connection with golf club putters, wedges, chippers and that are manufactured and sold solely under the brand name "Ray Cook Golf" or "Ray Cook," as well as used in the marketing and administrative documentation associated with such goods ("Licensed Uses"), until such time as TGIB abandons the use of the M1 mark (the "License-Back Term"). For the purposes of this License-Back, a putter shall be as defined in *The Rules of Golf 2012-2015*, as a "club with a loft not exceeding ten degrees designed primarily for use on a putting green." For the purposes of this License-Back, a wedge shall be defined as an iron (see *The Rules of Golf*) with a loft of at least 52 degrees. For the purposes of this License-Back, a chipper shall be defined as a putter-like club that is designed and marketed as to act like a putter from the edge of the green, with a higher loft. All goodwill and other trademark rights arising from TGIB's use of the M1 mark shall inure to the exclusive benefit of TMaG.

2.1 During the License-Back Term, TMaG shall not use the Marks on putters.

2.2 At all times, TMaG may use the Marks on wedges (and any other golf club or other goods and services other than putters).

2.3 TGIB agrees that it will not imply any affiliation, endorsement, sponsorship, or other business relationship with TMaG in connection with its Licensed Uses of the M1 mark, except as allowed pursuant to trademark attribution as agreed to by the parties and as set forth herein. For the purposes of this section, TGIB shall use the following: "The M1 trademark is owned by TaylorMade Golf Company, Inc. and is used pursuant to a license agreement." TGIB shall not use any stylization which is similar to the marks used by TMaG.

2.4 In order to protect the goodwill associated with the Marks, in connection with the Licensed Uses of the M1 mark, TGIB shall adhere to all reasonable quality policies, standards and requirements, applicable to TGIB's Licensed Uses of the M1 mark that are established from time to time by TMaG in its reasonable discretion and provided to TGIB in writing, except that TMaG acknowledges and agrees that TGIB's continued use of the M1 mark in the form or substantially similar form in which it is currently used, as shown at Schedule C in connection with golf club putters, wedges, chippers and that are identical to and of like quality as those currently manufactured and sold solely under the brand name "Ray Cook Golf" or "Ray Cook" is exempted from the provisions of this Section 2.4 of this Agreement.

2.5 Except to the extent of the exemption for current "Ray Cook Golf" or "Ray Cook" products contained in Section 2.4 of this Agreement, TMaG shall supervise, manage and control TGIB's use of the M1 mark to ensure compliance with this Agreement and to preserve the value of the Marks and the goodwill associated therewith. TGIB shall submit to TMaG for its review and, except for the exception contained in section 2.4, approval samples of materials containing the M1 mark prior to their use.

3. Supply of Products. Within 30 days of execution of this Agreement and the assignments set forth at Schedule B, TMaG shall provide to TGIB a selected inventory of golf clubs manufactured by TMaG with a total wholesale value of \$40,000, as full consideration for the assignment in Paragraph 1 herein. The selected inventory of golf clubs which constitute the consideration for this Agreement shall be subject to prior agreement and approval by TGIB. The

selective inventory of golf clubs shall be delivered to TGIB within 60 business days of the execution of this Agreement.

4. Extent of License. The License-Back granted in Paragraph 2 hereof shall be personal to TGIB and shall not be transferable without TMaG's prior written consent. TGIB shall not have the right to use the Marks or license their use to any other person or entity, including any sublicenses or for its use on any products other than those specified in this Agreement. Nothing in this Agreement shall be construed to limit or affect TMaG's rights to the Marks as assigned by this Agreement.

5. Indemnity. TGIB shall defend and indemnify TMaG and its related parties against losses incurred which relate to claims of third parties arising out of TGIB's Licensed Uses of the M1 mark during the License-Back Term and any claims arising out of TGIB's use of the M1 mark thereafter. TMaG shall defend and indemnify TGIB and its related parties against losses incurred which relate to any use by TMaG of the Marks after execution of this Agreement.

6. Right of Enforcement. If it comes to the attention of either party that a third party has violated or infringed, or threatens to violate or infringe, the Marks, each party shall immediately notify the other and request the other's participation and assistance to undertake all necessary and appropriate actions to terminate such violation or infringement. Notwithstanding the foregoing, however, TGIB acknowledges TMaG's right to enforce its interest in the Marks as granted herein, and consents to any action against a third party brought by TMaG in its own name, at TMaG's sole cost and expense, and in such case, TMaG shall be entitled to recover all damages recovered in enforcing the Marks.

7. Ownership of Trademark. Upon execution of this Agreement, TMaG shall have the exclusive right, title and interest in and to the Marks, including any registrations that have issued or may issue thereon. The parties acknowledge that the use of the Marks shall enure to the benefit of TMaG. TGIB agrees to cooperate and assist TMaG in preserving TMaG's interest in and to the Marks, including executing any documentation necessary to obtain trademark registrations or record any interest granted by TGIB under this Agreement in any jurisdiction. Further, TGIB shall not challenge TMaG's use or attempts to register the Marks, as allowed by this Agreement, and shall not file any applications to register any of the Marks or other marks that may be confusingly similar to the Marks.

8. Representations and Warranties. TGIB represents and warrants that, (i) to the knowledge of TGIB without investigation, it is the sole and exclusive owner of all right, title and interest in and to the Marks identified in Schedule A, free and clear of any liens, security interests or other encumbrances, (ii) to the knowledge of TGIB, without investigation, Schedule A includes a complete listing of all trademark registrations and applications owned by TGIB anywhere in the world for the Marks, (iii) TGIB has the full right and authority to execute this agreement and to assign to TMaG the rights assigned herein, (iv) the execution and delivery of this Agreement by TGIB does not conflict with, violate, or constitute a default under (with or without the passage of time or giving of notice) any contract, agreement, commitment or arrangement to which it is a party or by which it or its assets are bound, (v) without investigation, TGIB is not aware of any infringement issues with respect to the use of the Marks on golf clubs worldwide, (vi) TGIB has not granted any licenses or assignments to third parties to use the

Marks, and (vii) no consents of any other party are necessary under any agreements, commitments, contracts or arrangements concerning any of the Marks in order for the transfer and assignment of the Marks under this Agreement to be of full legal force and effect. For the purposes of this Section 8 of this Agreement, the term "knowledge of TGIB" shall mean the actual knowledge of Thomas Rath, its President, and shall not include the actual or imputed knowledge of any other officer, director, shareholder, employee contractor or representative of TGIB.

9. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or e-mail with scan attachment) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California without reference to its conflicts of law provisions. For purposes of any legal action or proceeding brought by either party with respect to this Agreement, the parties irrevocably submit and consent solely to the exclusive jurisdiction and venue of the appropriate state or federal court situated in San Diego County, California.

11. Confidentiality. TGIB and TMaG shall protect and not disclose or use the confidential information of the other party except as permitted by this Agreement, or as necessary to perform their obligations under this Agreement. In particular, the existence of this Agreement shall remain confidential until TMaG provides written notice to TGIB that it should use the attribution set forth in Section 2.3 above ("The M1 trademark is owned by TaylorMade Golf Company, Inc. and is used pursuant to a license agreement."). Both parties acknowledge that they maintain secrecy around their product launches in order to conduct a properly orchestrated launch of new products. Each party shall disclose the other's confidential information only to its employees or agents who have a need to know and are bound by obligations of confidentiality. Each party shall be obligated to protect information that it actually knows is confidential, information labeled "confidential" or "proprietary," information that has a value that would be impaired if it were to become publicly known and information that is disclosed under circumstances in which a reasonable person would understand that such information is confidential and proprietary to the disclosing party.

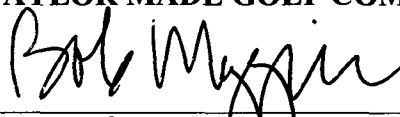
IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the date first written above.

Assignor:
TGIB MARKETING, INC.


Shannon Smith (Jun 13, 2015)

Name: Shannon Smith
Title: Chief Financial Officer

Assignee:
TAYLOR MADE GOLF COMPANY, INC.



Name: Bob Maggiore
Title: Chief Marketing Officer



Name: Aiko Staniland

Title: Sr. Manager, Finance

SCHEDULE A

MARK	REGISTRATION NO.	COUNTRY	REGISTRATION DATE
M-1	1,731,312	United States	11/10/1992
M1-X	4,153,640	United States	6/5/2012
M-1	10795847	CTM	8/21/2012

SCHEDULE B

[TRADEMARK ASSIGNMENT FOR US AND CTM RECORDATION ON FOLLOWING PAGE]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of June 11, 2015, by and between TGIB Marketing, Inc., a New York corporation, doing business as Rock Bottom Golf or as Ray Cook Golf ("TGIB"), and Taylor Made Golf Company, Inc., a Delaware corporation, doing business as Taylor Made-adidas Golf Company ("TMaG"). TGIB and TMaG may be collectively referred to as the "Parties."

RECITALS

WHEREAS, TGIB owns the trademarks M-1, M1, M1-X and M1 x, and various stylized versions of those marks in connection with golf clubs throughout the world, including without limitation the registrations and applications identified in the table below (collectively, the "Marks"), together with all goodwill related thereto;

WHEREAS, TGIB desires to assign, and TMaG desires to acquire, all of the rights owned by TGIB in and to the Marks throughout the world; and

WHEREAS, TGIB desires to acquire a limited license-back for its continued use of the M1 mark as described in an agreement between the Parties.

ASSIGNMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties and for consideration herewith paid by TMaG to TGIB pursuant to a Trademark Assignment and License Back Agreement, TGIB hereby sells, assigns, transfers and sets over to TMaG, its successors, legal representatives and assigns, the entire right, title, and interest of TGIB in and to the Marks, including all applications, registrations and all common law rights, together with the goodwill related thereto, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

The "MARKS"

MARK	REGISTRATION NO.	COUNTRY	REGISTRATION DATE
M-1	1,731,312	United States	11/10/1992
M1-X	4,153,640	United States	6/5/2012
M-1	10795847	CTM	8/21/2012

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the date first written above.

Assignor:

TGIB MARKETING, INC.

Shannon Smith
Shannon Smith (Jun 11, 2015)

Name: Shannon Smith
Title: Chief Financial Officer

Assignee:

TAYLOR MADE GOLF COMPANY, INC.

Bob Maggiore

Name: Bob Maggiore
Title: Chief Marketing Officer

Aiko Staniland

Name: Aiko Staniland
Title: Sr. Manager, Finance

SCHEDULE C

[EXAMPLE OF MI USAGE]



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