

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MR. JOHN S. FRANKLIN		04/14/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	TGIB MARKETING, INC.		
Street Address:	1250 Scottsville Road		
Internal Address:	Suite 3		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14624		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4927457	BULLET	
CORRESPONDENCE DATA			
Fax Number:	8443098928		
<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:	(818) 437-8530		
Email:	iplaw@dslextreme.com		
Correspondent Name:	DOUGLAS M. KAUTZKY, ESQ.		
Address Line 1:	5435 BALBOA BLVD.		
Address Line 2:	SUITE 105		
Address Line 4:	ENCINO, CALIFORNIA 91316		
ATTORNEY DOCKET NUMBER:	BULLET TM FRANKLIN		
NAME OF SUBMITTER:	DOUGLAS M. KAUTZKY, ESQ.		
SIGNATURE:	/DMK/		
DATE SIGNED:	04/28/2016		
Total Attachments: 4			
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OP \$40.00 4927457

April 14, 2016

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between JOHN S. FRANKLIN ("Assignor") and TGIB MARKETING, INC. ("Assignee").

WHEREAS, Assignor is the owner of the United States trademark identified as follows: **BULLET** for covers for golf clubs, divot repair tools, golf bag covers, golf bags, golf balls, golf club grips, golf club heads, golf club shafts, golf clubs, golf gloves, golf irons, golf putters, golf tee markers, golf tees, hand grips for golf clubs, head covers for golf clubs (the "Trademark"), US Reg. No. 4, 927, 457, Registered March 29, 2016, US Serial Number: 86-733, 318; (the "Registration") (the Trademark and the Registration are collectively referred to as the "Mark"); and

WHEREAS, Assignor wishes to assign to Assignee all of its right, title, and interest in and to the Mark and the goodwill associated with the Mark, and Assignee wishes to acquire such rights;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, and transfer to Assignee all of Assignor's rights, title, and interest in and to the Mark, including the Registration, the common law rights in the Trademark, the goodwill associated with the Mark, and the right to sue and recover for past infringements of the Mark, as fully and completely as permitted by law, it being the intention of the parties that Assignee shall acquire all rights in the Mark, leaving Assignor with no rights whatsoever.

2. Consideration. In consideration for the terms of this Agreement, Assignee has paid Assignor the sum of \$25,000.00, the receipt and sufficiency of which by Assignor is hereby acknowledged.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power, and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Mark;
- (c) The Mark is free of any liens, security interests, encumbrances or licenses;
- (d) The Mark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Mark;

(f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Defense and Indemnity.** Assignor specifically represents and warrants that all of the statements in the Registration and in Application Serial No. 86733318 filed with the USPTO are true and accurate. Assignor agrees to defend and indemnify Assignee for and against any violation of the above representations and warranties and any and all assertions or claims, regardless of how they are raised, by a third party as to the truth or accuracy of the statements in Application Serial No. 86733318, the validity of the Registration, and/or Assignee's current or Assignor's past exclusive right to use and register the Mark, including the payment of costs, disbursements, and actual attorneys' fees incurred in connection any such assertion or claim (a "Third-Party Claim") and/or Assignee's defense of a Third-Party Claim. Assignor also agrees to cooperate fully and completely in defending against a Third-Party Claim by providing information, documents, testimony, and anything else reasonably requested by Assignee at Assignor's expense.

5. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

6. **Entire Agreement.** This Agreement and the corresponding Bill of Sale, contain the entire understanding and agreement between the parties hereto with respect to its subject matter and they supersede any other prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. To the extent that inconsistencies exist between this Agreement and the Bill of Sale, the terms of this Agreement shall govern. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: None.

7. **Amendment.** This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

8. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

9. **Agreement to Perform Necessary Acts; Survival.** Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to

carry out the provisions of this Agreement. The provisions of this Agreement shall survive its termination or expiration indefinitely.

10. Governing Law. This Agreement shall be governed by New York State law, excluding its conflicts of law principles, except for any portion hereof that is governed solely by Federal law in which case such law shall govern.

Date: April 7, 2016

ASSIGNEE:

TGIB Marketing, Inc.

By:



ASSIGNOR:

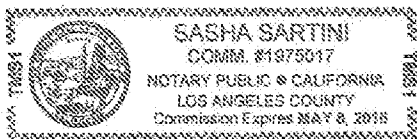

John S. Franklin

NOTARIZATION FORM

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss:

On the 7 day of April in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared John S. Franklin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sasha Sartini
Notary Public



STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 14th day of April in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Shannon Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Wendy A Holmes
Notary Public

WENDY A HOLMES
NOTARY PUBLIC STATE OF NEW YORK
MONROE
LIC. #01W06387480
COMM. EXP. 02/29/20