

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solus Golf, LLC		05/05/2016	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	TGIB Marketing Inc.		
Street Address:	1250 Scottsville Road, 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:	3437513	SOLUS	
CORRESPONDENCE DATA			
Fax Number:	5852322152		
<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:	5852311382		
Email:	kshimomura@hselaw.com		
Correspondent Name:	Kimberly I. Shimomura		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 2:	Harter Secrest & Emery LLP		
Address Line 4:	Rochester, NEW YORK 14604		
NAME OF SUBMITTER:	Kimberly I. Shimomura		
SIGNATURE:	/Kimberly I. Shimomura/		
DATE SIGNED:	05/09/2016		
Total Attachments: 5			
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CH \$40.00 3437513

May 5th, 2016

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Solus Golf, LLC ("Assignor") and **TGIB MARKETING, INC.** ("Assignee"). Assignor and Assignee are individually referred to as a "Party" and collectively referred to as the "Parties"

WHEREAS, Assignor is the owner of all common law rights in the United States for the trademark SOLUS for "golf equipment, namely, clubs" based upon use since at least as early as April 30, 2004, including, but not limited to the goodwill associated with this trademark and any design marks incorporating SOLUS (the "Trademark") and United States Trademark Registration 3437513 for the Trademark (the "Registration"), a copy of which is attached hereto as Exhibit A (amended to reflect the current goods). The Trademark and the Registration are referred to collectively as the "Mark".

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

NOW, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 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. 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) To the best of Assignor's knowledge, 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;
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement;

(h) All statements and representations made to the United States Patent and Trademark Office to obtain the Registration were and are true and correct.

3. 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.

4. 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. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: None.

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

6. 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.

7. 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.

8. 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: May 6, 2016

ASSIGNEE:


TGIB Marketing, Inc.

By: 

Date: May 5, 2016

ASSIGNOR:

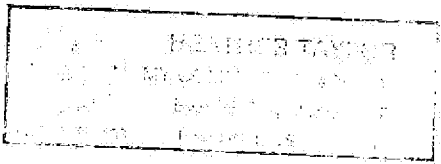
SOLUS GOLF, LLC


Marc Ball, CEO

NOTARIZATION FORM

STATE OF Florida
COUNTY OF Duval

On the 5th day of May in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Marc Ball, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 6 day of MAY in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared SHANNON W. 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.

DIANA J HEMMERICH
Notary Public, State of New York
No. 01HE6201897
Qualified in Monroe County
Commission Expires 3/09/ 2017

[Signature]
Notary Public