

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383875

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/29/2015
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Incredible Golf LLC		05/09/2016	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Stephen F Batres
Street Address:	86 Sherwood Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02131
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2096131	THE BACK NINE
Registration Number:	3348933	BACK NINE
Registration Number:	2930522	9
Registration Number:	3502324	THERMAFLOW
Registration Number:	4703840	9
Serial Number:	86339404	9

CORRESPONDENCE DATA

Fax Number: 9497609502

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.

Phone: 949-760-0404

Email: efiling@knobbe.com

Correspondent Name: Samantha Markley

Address Line 1: 2040 Main Street, 14th Floor

Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	Samantha Markley
SIGNATURE:	/Samantha Markley/

OP \$165.00 2096131

DATE SIGNED:	05/10/2016
Total Attachments: 3 source=First Confirmatory Assignment - INGOLF.000GEN#page1.tif source=First Confirmatory Assignment - INGOLF.000GEN#page2.tif source=First Confirmatory Assignment - INGOLF.000GEN#page3.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 29 day of May 2015, by and between Incredible Golf LLC, (hereinafter referred to as "ASSIGNOR"), and Stephen F. Batres, (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR, to the best of its knowledge and belief, represents and confirms that prior to the effective date of this Assignment, was the owner of the trademarks listed in Schedule A, the owner of the trademark registrations listed in Schedule B, and the owner of the trademark application listed in Schedule C, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR, to the best of its knowledge and belief, represents and confirms that prior to the effective date of this Assignment, had adopted and used the Trademarks;

WHEREAS, ASSIGNOR represents and confirms that it had acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNEE was desirous of acquiring all rights, title, and interest in and to the Trademarks and worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR was willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

WHEREAS, ASSIGNOR did assign to ASSIGNEE, as of the effective date of this Assignment, all rights, title, and interest as ASSIGNOR did possess in and to the Trademarks and the Registration, together with the goodwill, the business associated with the Trademarks and certain tangible assets as indicia of said goodwill; and

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby confirms its assignment and sale to ASSIGNEE of all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark(s) set forth in Schedule A;
- (2) the Registrations set forth in Schedule B;
- (3) the Application set forth in Schedule C; and
- (4) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademark(s), and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at 10:00 AM this 9th day of May, 2016

Incredible Golf LLC

By: 
Andrew Mydorn
President

Executed at 9:00 AM Monday this 9th day of May, 2016

Stephen F. Batres

By: 
Stephen F. Batres
Individual

SCHEDULES TO TRADEMARK ASSIGNMENT



SCHEDULE A

Marks: THE BACK NINE
BACK NINE




THERMAFLOW

SCHEDULE B

U.S. Registration No.	Registration Date	Mark
2,096,131	Sep. 09, 1997	THE BACK NINE
3,348,933	Dec. 04, 2007	BACK NINE
2,930,522	Mar. 08, 2005	
3,502,324	Sep. 16, 2008	THERMAFLOW
4,703,840	Mar. 17, 2015	

SCHEDULE C

U.S. Serial No.	Filing Date	Mark
86/339,404	July 16, 2014	

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