

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383877

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/29/2016
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stephen F Batres		05/09/2016	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Back Nine USA LLC
Street Address:	6815 Tournament Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77069
Entity Type:	Limited Liability Company: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86339404	9
Registration Number:	2096131	THE BACK NINE
Registration Number:	3348933	BACK NINE
Registration Number:	2930522	9
Registration Number:	3502324	THERMAFLOW
Registration Number:	4703840	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: 9497600404

Email: efilings@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 86339404

DATE SIGNED:	05/10/2016
Total Attachments: 3 source=Second Confirmatory Assignment#page1.tif source=Second Confirmatory Assignment#page2.tif source=Second Confirmatory Assignment#page3.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 29 day of February, 2016, by and between Stephen F. Batres, (hereinafter referred to as "ASSIGNOR"), and Back Nine USA LLC, (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR, to the best of his knowledge and belief, represents and confirms that prior to the effective date of this Assignment, was the owner of the trademark 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 his 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 he had acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, at all times between May 29, 2015 and the effective date of this Assignment, as Co-founder of ASSIGNEE, ASSIGNOR was actively involved, on a day-to-day basis in the adoption, plans to use, and use of the Trademarks as well as the business associated with the Trademarks;

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, 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 his 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 9:00 Am Monday, this 9th day of May, 2016

Stephen F. Batres

By: 
Stephen F. Batres
Individual

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

Back Nine USA LLC

By: 
Andrew Hydorn
President

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	

22846010