

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golf Fuel Holdings, LLC		07/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TGC, LLC		
Street Address:	7580 Golf Channel Drive		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32819		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5202587	REVOLUTION GOLF	
Registration Number:	3413374	GOLF VACATION INSIDER	
Registration Number:	3413373	GOLF VACATION INSIDER	
Registration Number:	2335882	GOLF ODYSSEY	
Registration Number:	4085153	GOLF FUEL	
CORRESPONDENCE DATA			
Fax Number:	8188661426		
<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:	818.777.6260		
Email:	Trademarks@nbcuni.com		
Correspondent Name:	David Hazlehurst		
Address Line 1:	100 Universal City Plaza		
Address Line 2:	Bldg. 1280/6th Floor		
Address Line 4:	Universal City, CALIFORNIA 91608		
ATTORNEY DOCKET NUMBER:	Sports(Goldstein)GolfFuel		
NAME OF SUBMITTER:	David B. Hazlehurst		
SIGNATURE:	/david b hazlehurst/		
DATE SIGNED:	10/04/2017		

CH \$140.00 5202587

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made and entered into as of July 21, 2017, by (i) Maven Marketing, LLC, a Delaware limited liability company (“Maven Marketing”), (ii) Golf Vacation Insider, LLC, a Delaware limited liability company and wholly-owned subsidiary of Maven Marketing (“Golf Vacation Insider”), (iii) Golf Odyssey, LLC, a Delaware limited liability company and wholly-owned subsidiary of Maven Marketing (“Golf Odyssey”), (iv) Golf Fuel Holdings, LLC, a Delaware limited liability company and wholly-owned subsidiary of Maven Marketing (“Golf Fuel Holdings”), and (v) Fit To The Tee LLC, a Delaware limited liability company and wholly-owned subsidiary of Maven Marketing (“Fit To The Tee” and, together with Maven Marketing, Golf Vacation Insider, Golf Odyssey and Golf Fuel Holdings, collectively, “Seller”), in favor of TGC, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated as of July 21, 2017 (the “Transaction Agreement”) pursuant to which, among other things, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to purchase, acquire, accept and assume from Seller, the Assets.

WHEREAS, the registered Marks set forth on **Appendix A** hereto (the “Acquired Trademarks”) constitute Assets that are to be assigned to Buyer under the Transaction Agreement; and

WHEREAS, this Trademark Assignment is being entered into to evidence and effect the sale, conveyance, assignment, transfer and delivery of the Acquired Trademarks by Seller to Buyer in accordance with the terms of the Transaction Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Transaction Agreement, the parties hereto agree as follows:

**ARTICLE I
CERTAIN DEFINITIONS**

1.01 General. Any capitalized item used but not defined herein will have the meaning set forth in the Transaction Agreement.

**ARTICLE II
ASSUMPTION BY ASSIGNEE**

2.01 Assignment from Seller. Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer, all of Seller’s right, title and interest in and to the Acquired Trademarks, together with the goodwill of the business in connection with which the Acquired Trademarks are used, for Buyer’s own use and enjoyment. Effective at and after the Closing, Seller authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other similar governmental entity in countries foreign to the

United States to record Buyer as the assignee and owner of the Acquired Trademarks, and to issue any and all trademarks thereon to Buyer.

**ARTICLE III
MISCELLANEOUS**

- 3.01 Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of the Seller and the Buyer and their respective successors and assignees in accordance with the Transaction Agreement.
- 3.02 Subject to Transaction Agreement.** The scope, nature and extent of this Trademark Assignment are expressly set forth in the Transaction Agreement. Nothing contained in this Trademark Assignment shall be construed as a waiver of, or limitation upon, any of the rights or remedies set forth in, or arising in connection with, the Transaction Agreement or any other agreement or instrument entered into pursuant to or in connection therewith. This Trademark Assignment is not intended to create any broader obligations than those contemplated in the Transaction Agreement, and in the event of any ambiguity, inconsistency or conflict between the terms hereof and the Transaction Agreement, the terms of the Transaction Agreement shall be governing and controlling.
- 3.03 Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the laws of Delaware, whether common law or statutory, without reference to the choice of law provisions thereof.
- 3.04 Counterparts.** This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be duly executed as of the date first above written.

SELLER:

BUYER:

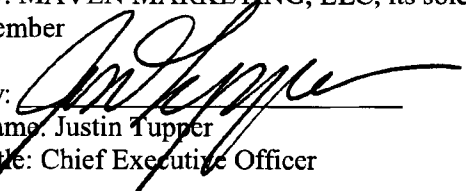
MAVEN MARKETING, LLC

TGC, LLC

By: 
Name: Justin Tupper
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

GOLF VACATION INSIDER, LLC
By: MAVEN MARKETING, LLC, its sole member

By: 
Name: Justin Tupper
Title: Chief Executive Officer

GOLF ODYSSEY, LLC
By: MAVEN MARKETING, LLC, its sole member

By: 
Name: Justin Tupper
Title: Chief Executive Officer

GOLF FUEL HOLDINGS, LLC
By: MAVEN MARKETING, LLC, its sole member

By: 
Name: Justin Tupper
Title: Chief Executive Officer

FIT TO THE TEE LLC
By: MAVEN MARKETING, LLC, its sole member

By: 
Name: Justin Tupper
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

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IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be duly executed as of the date first above written.

SELLER:

MAVEN MARKETING, LLC

By: _____
Name: Justin Tupper
Title: Chief Executive Officer

GOLF VACATION INSIDER, LLC
By: MAVEN MARKETING, LLC, its sole member

By: _____
Name: Justin Tupper
Title: Chief Executive Officer

GOLF ODYSSEY, LLC
By: MAVEN MARKETING, LLC, its sole member

By: _____
Name: Justin Tupper
Title: Chief Executive Officer

GOLF FUEL HOLDINGS, LLC
By: MAVEN MARKETING, LLC, its sole member

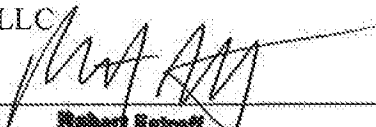
By: _____
Name: Justin Tupper
Title: Chief Executive Officer

FIT TO THE TEE LLC
By: MAVEN MARKETING, LLC, its sole member

By: _____
Name: Justin Tupper
Title: Chief Executive Officer

BUYER:

TGC, LLC

By: 
Name: Robert Estroff
Title: Executive Vice President Global Corporate Development and Strategy

[Signature Page to Trademark Assignment]

Appendix A

Mark	Owner	Jurisdiction	Registration Number	Registration Date
REVOLUTION GOLF	Maven Marketing, LLC	U.S.	5202587	May 16, 2017
GOLF VACATION INSIDER	Golf Odyssey, LLC	U.S.	3413374	April 15, 2008
GOLF VACATION INSIDER	Golf Odyssey, LLC	U.S.	3413373	April 15, 2008
GOLF ODYSSEY	Golf Odyssey, LLC	U.S.	2335882	March 28, 2000
GOLF FUEL	Golf Fuel, LLC	U.S.	4085153	January 10, 2012

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TRADEMARK

REEL: 006174 FRAME: 0132

RECORDED: 10/04/2017