

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cuater LLC		08/18/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	travisMathew, LLC		
<b>Street Address:</b>	15202 Graham Street		
<b>City:</b>	Huntington Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92649		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86826647	CUATER	
<b>Serial Number:</b>	87297343	C	
<b>Registration Number:</b>	5051465	C	
<b>Registration Number:</b>	5051466	CUATER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7609305203		
<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>			
<b>Phone:</b>	7609305203		
<b>Email:</b>	sonia.lari@callawaygolf.com		
<b>Correspondent Name:</b>	Sonia Lari		
<b>Address Line 1:</b>	2180 Rutherford Road		
<b>Address Line 4:</b>	Carlsbad, CALIFORNIA 92008		
<b>NAME OF SUBMITTER:</b>	Sonia Lari		
<b>SIGNATURE:</b>	/Sonia Lari/		
<b>DATE SIGNED:</b>	12/15/2017		
<b>Total Attachments: 6</b>			
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## EXHIBIT C

### Intellectual Property Assignment Agreement

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "IP Assignment") is entered into as of August 18, 2017 by and between travisMathew, LLC, a California limited liability company ("Buyer"), and Cuater LLC, a California limited liability company ("Seller"). Buyer and Seller are sometimes each referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, under the terms of that certain Asset Purchase Agreement by and between Buyer and Seller, dated as of August 3, 2017 (the "Asset Purchase Agreement"), Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, and covenants herein contained, the Parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) the domain names set forth on Schedule 2 hereto (including all subdomains) and all registrations, issuances, extensions and renewals thereof (the "Domain Names");

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past,

present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of California (including in respect of the statute of limitations or other limitations period applicable to any state law claim, controversy or dispute) that apply to agreements made and performed entirely within the State of California, without regard to the conflicts of law provisions thereof or of any other jurisdiction.

5. Counterparts. This IP Assignment may be executed in any number of counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed an original, but all of which shall be considered one and the same agreement, and shall become effective when each Party has received counterparts signed by each of the other Parties (it being understood and agreed that delivery of a signed counterpart signature page to this IP Assignment by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document) shall constitute valid and sufficient delivery thereof.

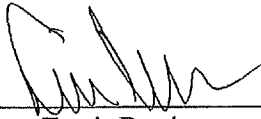
6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this IP Assignment as of the date first written above.

**BUYER**

TRAVISMATHEW, LLC

By:   
Name: Travis Brasher  
Title: Chief Executive Officer

**SELLER**

CUATER LLC

By: \_\_\_\_\_  
Name: Nathan Boroff  
Title: Manager

IN WITNESS WHEREOF, the Parties hereto have executed this IP Assignment as of the date first written above.

**BUYER**

TRAVISMATHEW, LLC

By: \_\_\_\_\_  
Name: Travis Brasher  
Title: Chief Executive Officer

**SELLER**

CUATER LLC

By: \_\_\_\_\_  
Name: Nathan Boroff  
Title: Manager

**SCHEDULE 1**

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>FILING DATE SERIAL NO.</b>	<b>REGISTRATION DATE REGISTRATION NO.</b>	<b>STATUS</b>
USA	CUATER	Nov. 19, 2015 86826647		Pending Allowed, Statement of Use Due Dec. 21, 2017
USA	C (Stylized)	Nov. 19, 2015 86980156	Sept. 27, 2016 5051465	
USA	CUATER	Nov. 19, 2015 86980157	Sept. 27, 2016 5051466	
USA	C (Stylized)	Jan. 11, 2017 87297343		Pending Allowed, Statement of Use Due January 11, 2018

**SCHEDULE 2**  
**DOMAIN NAMES**

www.cuater.com

www.ecuater.com