

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LINKS & KINGS, LLC		01/19/2018	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	ACUSHNET COMPANY		
Street Address:	333 Bridge Street		
City:	Fairhaven		
State/Country:	MASSACHUSETTS		
Postal Code:	02719		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87574442	LINKS & KINGS	
CORRESPONDENCE DATA			
Fax Number:	2077911350		
<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:	207-791-1100		
Email:	trademark@pierceatwood.com		
Correspondent Name:	Jonathan Gelchinsky / Pierce Atwood LLP		
Address Line 1:	254 Commercial Street		
Address Line 4:	Portland, MAINE 04101		
ATTORNEY DOCKET NUMBER:	34257/1661		
NAME OF SUBMITTER:	Jonathan M. Gelchinsky		
SIGNATURE:	/Jonathan M. Gelchinsky/		
DATE SIGNED:	02/13/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT, dated as of January 19, 2018 (this "Assignment"), is entered into by and between LINKS & KINGS, LLC, a Utah limited liability company ("Assignor"), and ACUSHNET COMPANY, a Delaware corporation ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 19, 2018 (the "Purchase Agreement"), by and among Assignor, Assignee Adam Heindorff and Kacy Heindorff. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to execute this Assignment and assign to Assignee all of Assignor's right, title and interest in and to all Intellectual Property Assets owned by Assignor and related to the Business, including the patents and patent applications set forth on the attached Schedule 1 (collectively, the "Patents"), the Internet domain names set forth on the attached Schedule 2 (collectively, the "Domain Names"), the trademark applications and registrations set forth on the attached Schedule 3 (collectively, the "Trademarks"), and the works of authorship set forth on the attached Schedule 4 (collectively, the "Works of Authorship"). Assignee has agreed to acquire all right, title and interest in and to such Intellectual Property Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of and pursuant to the terms and conditions set forth in the Purchase Agreement, the parties hereby agrees as follows:

ASSIGNMENT

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in the Purchase Agreement.

2. Construction. In this Assignment, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a Person includes such Person's successors and assigns but, in the case of a party to this Assignment, only if such successors and assigns are permitted by this Assignment, and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) references to any schedule, section, subsection and other subdivision refer to the corresponding schedules, sections, subsections and other subdivisions of this Assignment unless expressly provided otherwise; (d) references in any section or definition to any clause means such clause of such section or definition; (e) "hereunder," "hereof," "hereto" and words of similar import are references to this Assignment as a whole and not to any particular provision of this Assignment; (f) the word "or" is not exclusive, and the word "including" (in its various forms) means "including without limitation"; (g) references to "days" are to calendar days; and (h) all references to money refer to the lawful currency of the United States. The section titles and headings in this Assignment are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Assignment.

3. Assignment. Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto Assignee, all of Assignor's worldwide rights, title and interest and benefit in and to all Intellectual Property Assets owned by Assignor and related

to the Business, including the Patents, Domain Names, Trademarks, and Works of Authorship (collectively, the “Assigned IP”), together with the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Assigned IP, and including the goodwill of the businesses connected to the use of any of the Assigned IP, the same to be held and enjoyed by Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by Assignor if this sale had not been made and Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

4. Recordation. Assignor authorizes and requests the U.S. Patent and Trademark Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any other Governmental Authority to record Assignee as owner of the Assigned IP, and of the entire title and interest in, to and under the same, for the use and enjoyment of Assignee, its successors, assigns and other legal representatives. Assignor shall take such steps and actions following the date hereof, including the execution of any documents or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

5. Cooperation. Assignor hereby covenants and agrees that it will, at Assignee’s expense, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), and take other action as may be reasonably necessary or required from Assignor to aid Assignee, its successors, legal representatives and assigns in effecting the assignment of the Assigned IP described herein.

6. Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties hereto.

7. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


8. Counterparts. This Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Furthermore, this Assignment may be executed by the facsimile signature of any party hereto; it being agreed that the facsimile signature of any party hereto shall be deemed an ink-signed original for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

ACUSHNET COMPANY,
a Delaware corporation

By 
Name: David E. Maher
Title: President and Chief Executive Officer

ASSIGNOR:

LINKS & KINGS, LLC,
a Utah limited liability Company

By _____
Name: Adam Heindorff
Title: President

Signature page to Intellectual Property Assignment

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.


ASSIGNEE:

ACUSHNET COMPANY,
a Delaware corporation

ASSIGNOR:

LINKS & KINGS, LLC,
a Utah limited liability Company

By _____
Name: David E. Maher
Title: President and Chief Executive Officer

By  _____
Name: Adam Heindorff
Title: President

Signature page to Intellectual Property Assignment

SCHEDULE 3

Trademarks

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Class</u>	<u>Registered/ Filed/(Renewed)</u>	<u>Registration/ Serial No.</u>
USA	LINKS & KINGS	018 025 028	August 18, 2017	87574442

SCHEDULE 3 TO
INTELLECTUAL PROPERTY ASSIGNMENT