

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481842

| | | | |
|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Roger Cleveland Golf Company, Inc. | | 06/28/2018 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Dunlop International Group Limited | | |
| Street Address: | Thorncroft Manor, Thorncroft Drive, Dorking Road | | |
| City: | Leatherhead | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | KT22 8JB | | |
| Entity Type: | Limited Liability Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1171472 | DDH | |
| Registration Number: | 4724639 | DDH | |
| Serial Number: | 85492547 | | |
| Serial Number: | 85492527 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7148895898 | | |
| <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: | 714-889-6450 | | |
| Email: | michaelkline@clevelandgolf.com | | |
| Correspondent Name: | Michael J. Kline | | |
| Address Line 1: | 5601 Skylab Road | | |
| Address Line 4: | Huntington Beach, CALIFORNIA 92647 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Michael J. Kline | | |
| Address Line 1: | 5601 Skylab Road | | |
| Address Line 4: | Huntington Beach, CALIFORNIA 92647 | | |
| NAME OF SUBMITTER: | Michael J. Kline | | |

OP \$115.00 1171472

| | |
|---|--------------------|
| SIGNATURE: | /Michael J. Kline/ |
| DATE SIGNED: | 07/13/2018 |
| Total Attachments: 10 source=RCGC-DGIL Assignment 6.28.2018#page1.tif source=RCGC-DGIL Assignment 6.28.2018#page2.tif source=RCGC-DGIL Assignment 6.28.2018#page3.tif source=RCGC-DGIL Assignment 6.28.2018#page4.tif source=RCGC-DGIL Assignment 6.28.2018#page5.tif source=RCGC-DGIL Assignment 6.28.2018#page6.tif source=RCGC-DGIL Assignment 6.28.2018#page7.tif source=RCGC-DGIL Assignment 6.28.2018#page8.tif source=RCGC-DGIL Assignment 6.28.2018#page9.tif source=RCGC-DGIL Assignment 6.28.2018#page10.tif | |

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of June 28, 2018, is made by Roger Cleveland Golf Company, Inc. ("Assignor"), a California corporation, located at 5601 Skylab Road, Huntington Beach, CA 92647, in favor of Dunlop International Group Limited ("Assignee"), a United Kingdom limited liability corporation, located at Thorncroft Manor, Thorncroft Drive, Dorking Road, Leatherhead, Surrey, KT22 8JB, United Kingdom. Assignor and Assignee may each be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, under the terms of a Business and Share Sale and Purchase Agreement dated as of December 27, 2016, Assignor (as successor to Sumitomo Rubber Industries, Ltd.) acquired all right, title, and interest in, to and under all Intellectual Property listed in Schedule A to the Trademark Assignment Agreement dated April 3, 2017, attached hereto as Exhibit 1;

WHEREAS, Assignor wishes to convey, transfer, and assign to Assignee, certain of the Intellectual Property of Assignor listed in Schedule A of Exhibit 1, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

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

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Assignor hereby authorizes 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 Trademark Assignment upon request by Assignee.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Roger Cleveland Golf Company, Inc.

By: 

Name: *MATT YASUMOTO*

Title: *President & CEO*

Address for Notices: 5601 Skylab Road,
Huntington Beach, CA 92647

AGREED TO AND ACCEPTED:

Dunlop International Group Limited

By: 

Name: *Takuya Inabetsu*

Title: Director

Address for Notices: Thorncroft Manor,
Thorncroft Drive, Dorking Road, Leatherhead,
Surrey, KT22 8JB, United Kingdom

SCHEDULE 1

Assigned Trademarks

Trademark Registrations



| Mark | Jurisdiction | Serial Number | Registration Number | Registration Date |
|---|---------------------|----------------------|----------------------------|--------------------------|
| DDH | US | 73261137 | 1171472 | 1981/09/29 |
| DDH | US | 86081722 | 4724639 | 2015/04/21 |
|  | US | 85492547 | Sup-5257991 | 2017/08/01 |
|  | US | 85492527 | Sup-5243117 | 2017/07/11 |

EXHIBIT 1

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into effective as of ~~3/21/2017~~ 2017 by and between Dunlop Sports Group Americas Inc., a Delaware corporation ("Assignor"), and Roger Cleveland Golf Company, Inc., a California corporation ("Assignee"). Assignor and Assignee may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor and Assignee (as successor to Sumitomo Rubber Industries, Ltd) are parties to that certain Business and Share Sale and Purchase Agreement dated as of December 27, 2016 (as the same may be amended, restated, supplemented or modified from time to time, the "Sale and Purchase Agreement"), pursuant to which Assignor has agreed to assign, or cause to be assigned, to Assignee all of Assignor's right, title and interest in, to and under all Intellectual Property listed in Schedule A attached hereto and made a part hereof (collectively, the "Assigned Intellectual Property");

WHEREAS, pursuant to the Sale and Purchase Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, all right, title and interest of Assignor in, to and under the Assigned Intellectual Property and the goodwill associated with such Assigned Intellectual Property; and

WHEREAS, Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Sale and Purchase Agreement.

2. **Conveyance and Acceptance.** In accordance with the provisions of the Sale and Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under the Assigned Intellectual Property, including all common law rights therein, together with all proceeds (including royalties, income and payments), benefits, privileges, causes of action and remedies relating to the Assigned Intellectual Property, all rights to bring an action, whether at law or in equity, for past, present and future infringement, dilution, misappropriation, violation or misuse of the Assigned Intellectual Property against any third party, all rights to recover damages, profits and injunctive relief for past, present and future infringement, dilution, misappropriation, violation or misuse of the Assigned Intellectual Property and all goodwill of the American Business associated with and symbolized by the Assigned Intellectual Property, and Assignee hereby purchases, takes delivery of and acquires such Assigned Intellectual Property and accepts such sale, transfer, conveyance and assignment.

3. **Recordation.** Assignor hereby authorizes the applicable governmental entities to record this Assignment. All costs and expenses associated with the conveyance of the Assigned Intellectual Property and the recordation of this Assignment or any confirmatory assignment or other document with any governmental entity transferring ownership of such Assigned Intellectual Property from Assignor to Assignee shall be borne by the Assignee.

4. **Further Assurances.** Assignor agrees, subject to the Assignee meeting its reasonable costs, to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Assignment. Assignor shall, subject to the Assignee meeting its reasonable costs, take such steps and actions, and provide such cooperation and assistance to Assignee 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 Intellectual Property to Assignee, or any assignee or successor thereto.

5. **Relation to Sale and Purchase Agreement.** This Assignment is intended only to effect the transfer of the Assigned Intellectual Property, including the rights therein as provided in Section 2 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Sale and Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Sale and Purchase Agreement and the terms hereof, the terms of the Sale and Purchase Agreement shall govern.

6. **Miscellaneous.**

(a) This Assignment, the negotiation, execution or performance of this Assignment and any dispute, controversy or claim (of any and every kind or type, whether based on contract, tort, state regulation or otherwise) arising out of, relating to or in connection with this Assignment or the transactions contemplated by this Assignment, including any dispute as to the construction, validity, interpretation, enforceability or breach of this Assignment ("**Dispute**"), shall be governed and construed in accordance with the Laws of the State of Delaware, without reference to its conflicts of laws principles that would refer the construction, validity, interpretation or enforceability of, or resolution of any Dispute to the substantive Laws of another jurisdiction.

(b) This Assignment may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the Parties or, in the case of a waiver, by or on behalf of the Party waiving compliance. No failure or delay by any Party in exercising any right, power or

privilege hereunder, and no course of dealing between the Parties shall be effective to amend or waive any provision of this Assignment.

(c) All legal, accounting and other fees and expenses incurred in connection herewith and the consummation of the transactions contemplated hereby shall (except as otherwise expressly provided herein) be paid by the Party incurring such expenses.

(d) This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

(e) In the event that any provision contained in this Assignment shall for any reason be held to be illegal, invalid or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction and in lieu of such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Assignment a valid, legal and enforceable provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and reasonably acceptable to the Parties.

(f) This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when each Party hereto shall have received counterparts hereof signed by each of the other Parties hereto. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

ASSIGNOR:

DUNLOP SPORTS GROUP AMERICAS INC.

By:

Name:

Title:


D. KEEFE, ADDITIONAL ADMINISTRATOR

ASSIGNEE:

ROGER CLEVELAND GOLF COMPANY, INC.

By:

Name: Motoyuki Yasumoto

Title: President and CEO

privilege hereunder, and no course of dealing between the Parties shall be effective to amend or waive any provision of this Assignment.

(c) All legal, accounting and other fees and expenses incurred in connection herewith and the consummation of the transactions contemplated hereby shall (except as otherwise expressly provided herein) be paid by the Party incurring such expenses.

(d) This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

(e) In the event that any provision contained in this Assignment shall for any reason be held to be illegal, invalid or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction and in lieu of such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Assignment a valid, legal and enforceable provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and reasonably acceptable to the Parties.

(f) This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when each Party hereto shall have received counterparts hereof signed by each of the other Parties hereto. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

ASSIGNOR:

DUNLOP SPORTS GROUP AMERICAS INC.

By: _____

Name:

Title:

ASSIGNEE:

ROGER CLEVELAND GOLF COMPANY, INC.

By:  _____

Name: Motoyuki Yasumoto

Title: President and CEO

TRADEMARK

REEL: 006380 FRAME: 0594






SCHEDULE A

I. Registered Assignment Intellectual Property

(i) Registered trade marks

| Jurisdiction | Mark | App No. | Reg. No. |
|--------------|-----------|----------|----------|
| US Federal | DDH | 73261137 | 1171472 |
| US Federal | DDH | 86081722 | 4724639 |
| US Federal | DDH-II | 73702980 | 1498802 |
| US Federal | LOCO | 86081689 | 4846581 |
| US Federal | ULTRA VIS | 76059624 | 2451054 |
| China | MOEBIUS | 4043625 | 4043625 |

(ii) Trade mark applications

| Jurisdiction | Mark | App No. |
|--------------|---|----------|
| Canada |  | 1551930 |
| Canada |  | 1551929 |
| Canada |  | 1551928 |
| US Federal | GREEN FLASH | 86345461 |
| US Federal |  | 85492547 |
| US Federal |  | 85492527 |

II. Unregistered Assigned Intellectual Property (Trademarks)

| Jurisdiction | Mark |
|---------------------|------------|
| US common law right | iDapt |
| US common law right | Aerogel |
| US common law right | Biometric |
| US common law right | Globo Tech |

III. Other Unregistered Assigned Intellectual Property

All other unregistered Intellectual Property now owned by Assignor in relation to the American Business.