

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dunlop Sports Group Americas Inc.		04/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Roger Cleveland Golf Company, Inc.		
Street Address:	5601 Skylab Road		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92647		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1171472	DDH	
Registration Number:	4724639	DDH	
Registration Number:	1498802	DDH-II	
Registration Number:	4846581	LOCO	
Registration Number:	2451054	ULTRA VIS	
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		
NAME OF SUBMITTER:	Michael J. Kline		
SIGNATURE:	/Michael J. Kline/		
DATE SIGNED:	07/13/2018		

OP \$190.00 1171472

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into effective as of ~~3rd March~~ 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.

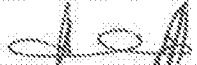
(e) In the event that any provision contained in this Assignment shall for any reason be held to be illegal, invalid or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating 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: DIRECTOR, ADEDOTUN ADEGOYE
Title:

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.

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(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.

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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






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.