

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boreta Enterprises, Inc.		05/01/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	RGC-Arizona, Inc.		
Street Address:	318 N CARSON ST		
Internal Address:	#208		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89701		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4473361	LAS VEGAS GOLF & TENNIS	
Registration Number:	4460868	LAS VEGAS GOLF & TENNIS	
CORRESPONDENCE DATA			
Fax Number:	8169600041		
<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:	(816) 960-0090		
Email:	trademarks.stanley@kutakrock.com		
Correspondent Name:	Bryan P. Stanley		
Address Line 1:	Kutak Rock LLP		
Address Line 2:	2300 Main Street, Suite 800		
Address Line 4:	Kansas City, MISSOURI 64108		
ATTORNEY DOCKET NUMBER:	298905-17		
NAME OF SUBMITTER:	Bryan P. Stanley		
SIGNATURE:	/Bryan P. Stanley/		
DATE SIGNED:	06/30/2020		
Total Attachments: 3			
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OP \$65.00 4473361

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made effective as of May 1, 2019, by Boreta Enterprises, Inc., a Nevada corporation, (herein, "Assignor") and RGC-Arizona, Inc., a Nevada corporation (herein, “Assignee”).

WHEREAS, Assignor is assigning certain assets to Assignee, pursuant to an Asset Purchase Agreement dated May 1, 2019 (the “Operating Agreement”);

WHEREAS, Assignor is the sole and exclusive owner of the Marks (as defined in Exhibit A) adopted and used by Assignor and/or Assignor’s licensees; and

WHEREAS, pursuant to the Operating Agreement, Assignor desires to assign all its right, title, and interest in and to the Marks, and Assignee desires to receive an assignment of all of Assignor’s right, title, and interest therein and thereto, including (without limitation) all goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment to Assignee:

1. The Marks. The Marks being assigned by Assignor to Assignee hereunder (together with all associated goodwill), all applications for registration therefor, and all registrations thereof (the “Marks”) are as identified on Exhibit A (attached hereto and made a part hereof).

2. Assignment. Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the Marks throughout the world and any and all rights to any registrations therefor or applications for registrations thereof which may now or hereafter exist anywhere in the world, together with all of Assignor's goodwill associated therewith or symbolized thereby throughout the world.

3. Other Actions. Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee sole and exclusive title to the Marks and the rights transferred hereunder. In this regard, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver any and all such documents or instruments as Assignee may deem necessary or appropriate to vest in Assignee sole and exclusive right, title, and interest in and to the Marks and all other rights assigned hereunder. Such appointment shall be deemed to be a power coupled with an interest and is, therefore, irrevocable.

4. Additional Rights. In addition to the above-specified rights, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership or use rights of the Mark, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense.

5. Communications. Assignee is authorized to communicate with the United States Patent and Trademark Office (and corresponding offices or agencies in other countries of the world), and the United States Patent and Trademark Office (and corresponding offices or agencies in other countries of the world) is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

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

ASSIGNOR
BORETA ENTERPRISES, INC.

DocuSigned by:

By: _____
Name: Ron Boreta
Title: President


ASSIGNEE
RGC-ARIZONA, INC.

DocuSigned by:

By: _____
Name: Al Morris
Title: Chief Executive Officer

EXHIBIT A**Marks**

The Marks being assigned are as identified below:

MARK	SERIAL/REGISTRATION NO.
LAS VEGAS GOLF & TENNIS 	Reg. No. 4473361
LAS VEGAS GOLF & TENNIS	Reg. No. 4460868