

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGC-Arizona, Inc.		05/10/2021	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	WORLDWIDE GOLF SHOPS LLC		
Street Address:	1430 S. Village Way #J		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4473361	LAS VEGAS GOLF & TENNIS	
Registration Number:	4460868	LAS VEGAS GOLF	
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:	06/07/2021		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of May 10, 2021 (the "Effective Date"), by and among Worldwide Golf Shops LLC, a Delaware limited liability company ("Purchaser"), and Worldwide Golf Enterprises, Inc., a California corporation, Golf Mart, Inc., a California corporation, Roger Dunn, Inc., a Delaware corporation, GWNE, Inc., a Delaware corporation, RGC-Arizona, Inc., a Nevada corporation, and WGE/BUD Golf, L.L.C., a Delaware corporation (each a "Seller" and collectively, the "Sellers") (each of the Purchaser and Sellers, a "Party" and, collectively, the "Parties").

WHEREAS, Sellers are the owners of (i) the trademarks and associated trademark registrations listed or identified in the Purchase Agreement and/or on Exhibit A (the "Trademark Properties"), along with (a) all business associated with the Trademark Properties and (b) the good will of the business connected with the use of the Trademark Properties and symbolized thereby; and (ii) all other Intellectual Property necessary for the operation of the Business (as defined in the Purchase Agreement, as defined below) as presently conducted, including without limitation the Intellectual Property listed or identified in the Purchase Agreement and/or on Exhibit A;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), the Sellers will sell to Purchaser, and Purchaser will purchase from the Sellers, the Acquired Assets; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Sellers have agreed to assign their rights to Purchaser with regard to the Intellectual Property assets as set forth in the Purchase Agreement and on Exhibit A (the "IP Assets," as defined in greater detail in Exhibit A).

NOW, THEREFORE, in consideration of the covenants and promises contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. Terms used in this Assignment with initial capital letters shall have the respective meanings set forth in this Assignment. Capitalized terms not otherwise defined in this Assignment have the meanings set out in the Purchase Agreement.

2. Assignment. In consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby sell, assign, grant, convey and transfer to the Purchaser all of the Sellers' right, title and interest in and to the IP Assets, including all trademarks, pending applications for registration of trademarks, and issued registrations of trademarks related to the Trademark Properties, together with the goodwill of the business connected with the use of the Trademark Properties and symbolized by the Trademark Properties; (2) all rights to causes of action and remedies related to the Trademark Properties including, without limitation, the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement of rights related to the foregoing; and (3) any and all other rights and interests arising out of, in connection with, or in

relation to the Trademark Properties, the same to be held and enjoyed by the Purchaser, its successors, assigns and other legal representatives.

3. Further Assistance. As requested by the Purchaser, the Sellers shall take all steps reasonably necessary to assist the Purchaser in perfecting and enforcing its rights in the IP Assets, at the Purchaser's sole expense. Such acts may include executing additional documents and assisting and cooperating in the registration and enforcement of applicable IP Assets or participating in legal proceedings. The Sellers' obligations to reasonably assist the Purchaser as set forth herein shall continue for a period of five (5) years following the execution of this Assignment.

4. Governing Law. This Assignment will be governed by and construed under the laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law. Any proceeding arising out of or relating to this Assignment may be brought in the courts of the State of Delaware, County of New Castle, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Assignment in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the second sentence of this section may be served on any Party anywhere in the world.

5. General. Each of the Parties warrants and represents that it has the capacity and right to enter into this Assignment; that this Assignment was fully negotiated by the Parties; and that each Party consents to its terms and conditions. This Assignment, including the schedules, comprises the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written communications or understandings between the Parties. The headings used in this Assignment have been provided for the convenience of the Parties and shall have no effect upon the interpretation of this Assignment. This Assignment shall be binding upon the Parties and their agents, successors and permitted assigns. No Party may assign either this Assignment or any of its rights, interests, or obligations hereunder, unless such assignment is compliance with Section 9.6 of the Purchase Agreement. If any of the provisions of this Assignment are held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and, if such provision cannot be restated by a court of competent jurisdiction to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, this Assignment shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein. The terms and conditions of this Assignment or any part hereof may only be amended in a writing executed by both Parties. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Assignment may be executed by transfer of an originally signed

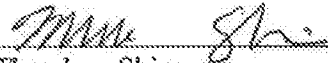
document by e-mail in PDF or other electronic format, each of which will be as fully binding as an original document.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

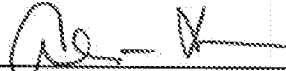
PURCHASER:

Worldwide Golf Shops LLC,
a Delaware limited liability company

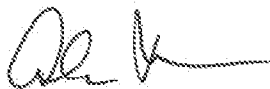
By: 
Name: Theodore Shin
Title: President

SELLERS:

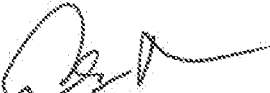
WORLDWIDE GOLF ENTERPRISES, INC.,
a California corporation

By: 
Name: Alan Morris
Title: President


GOLF MART, INC.,
a California corporation

By: 
Name: Alan Morris
Title: President and Chief Executive Officer

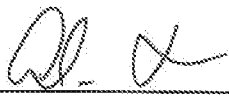
ROGER DUNN, INC.,
a Delaware corporation

By: 
Name: Alan Morris
Title: President and Chief Executive Officer

GWNE, INC.,
a Delaware corporation

By: 
Name: Alan Morris
Title: President and Chief Executive Officer

RGC-ARIZONA, INC.,
a Nevada corporation

By: 
Name: Alan Morris
Title: President and Chief Executive Officer

WGE/BUD GOLF L.L.C.,
a Delaware limited liability company

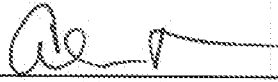

By: 
Name: Alan Morris
Title: President and Chief Executive Officer

Exhibit A



IP Assets

The term "IP Assets" means each Sellers' interests in the Intellectual Property that is part of Acquired Assets (each as defined in the Purchase Agreement), including but not limited to the following:


Trademark Properties:

MARK	DATE FILED	APP. NO.	REG. NO.	OWNER	COUNTRY
UINTA GOLF UINTA GOLF	Aug 3, 2010	85099407	3969451	GWNE, INC.	United States of America
TOTAL FIT PERSONALIZED CUSTOM CLUB FITTING FOR EVERY CLUB IN THE BAG 	Aug 11, 2009	77801959	3979967 Renewal due June 21, 2021 ¹	WORLDWIDE GOLF ENTERPRISES, INC. Security interest recorded by JP Morgan	United States of America
GOLFBETTER PODCASTS	Mar 6, 2009	77685596	3698202	GWNE, INC.	United States of America
EDWIN WATTS GOLF EDWIN WATTS GOLF	Aug 14, 2000	76110101	2569451 Renewal due May 14, 2022	GWNE, INC.	United States of America
UINTA GOLF UINTA GOLF	Feb 8, 1999	75639294	2391023	GWNE, INC.	United States of America
GOLFER'S WAREHOUSE	Oct 3, 1986	73624135	1470047	GWNE, INC. Security interests recorded by JP Morgan and Bank of America	United States of America



MARK	DATE FILED	APP. NO.	REG. NO.	OWNER	COUNTRY
				Also, no release from Robert Jamin and Michael Dube for interest recorded at Reel/Frame 1904/0338	
PINSEEKER 	April 10, 2019	88380622	5895533	WORLDWIDE GOLF ENTERPRISES, INC.	United States of America
PINSEEKER	April 10, 2019	88380625	5895534	WORLDWIDE GOLF ENTERPRISES, INC.	United States of America
T.P.W.	Dec 10, 1985	73572775	1402353	WORLDWIDE GOLF ENTERPRISES, INC. Security interests recorded by JP Morgan and Bank of America	United States of America
LAS VEGAS GOLF & TENNIS 	May 08, 2012	85620098	4473361	RGC-ARIZONA, INC.	United States of America
LAS VEGAS GOLF	May 08, 2012	85620059	4460868	RGC-ARIZONA, INC.	United States of America
ROGER DUNN	Apr 18, 2016	87005053	5112934	WORLDWIDE GOLF ENTERPRISES, INC.	United States of America
ROGER DUNN GOLF SHOPS	Apr 18, 2016	87005056	5112935	WORLDWIDE GOLF ENTERPRISES, INC.	United States of America

MARK	DATE FILED	APP. NO.	REG. NO.	OWNER	COUNTRY
	Feb 14, 2011	85977502	4227966	GWNE, INC.	United States of America
PINSEEKER & DESIGN	Apr 19, 1989	508983	508983	WORLDWIDE GOLF ENTERPRISES, INC	Australia
PIN SEEKER & DESIGN	Apr 19, 1989	125449	1612524	WORLDWIDE GOLF ENTERPRISES, INC.	France
PINSEEKER	November 4, 2019	4596100	4596100	WORLDWIDE GOLF ENTERPRISES, INC.	France
	November 4, 2019	4596103	4596103	WORLDWIDE GOLF ENTERPRISES, INC.	France
PINSEEKER & DESIGN	Nov 29, 1972	1972-168931	1143370	WORLDWIDE GOLF ENTERPRISES, INC	Japan
PINSEEKER & DESIGN	Apr 4, 1991	1460747	1460747	WORLDWIDE GOLF ENTERPRISES, INC	United Kingdom
PIN SEEKER GOLF CORPORATION 	Sep 23, 1985	4019850016220, renewed under numbers 5020060010830; 5620060012149; 5019970000280	4001373220000	WORLDWIDE GOLF ENTERPRISES, INC	Republic of Korea
BUDGETGOLF.COM	October 6, 2015	86358873	4825072	WGE/BUD GOLF, LLC	United States of America
BUDGET GOLF	December 8, 2015	86358796	4865356	WGE/BUD GOLF, LLC	United States of America

MARK	DATE FILED	APP. NO.	REG. NO.	OWNER	COUNTRY
	Aug. 11, 2015	86358759	4788774	WGE/BUD GOLF, LLC	United States of America

[REDACTED]

[REDACTED]

