

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744259

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900698742 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WILD CARD GOLF, LLC | | 04/19/2022 | Limited Liability Company: CONNECTICUT |
| RECEIVING PARTY DATA | | | |
| Name: | WORLDWIDE GOLF SHOPS LLC | | |
| Street Address: | 1430 S. VILLAGE WAY | | |
| Internal Address: | #J | | |
| City: | SANTA ANA | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92705 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97047301 | MIKE'S GOLF OUTLET | |
| Serial Number: | 97047235 | SWING'EM AGAIN GOLF | |
| Serial Number: | 90479219 | PUREGOLF | |
| 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: | 07/28/2022 | | |

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into effective April 19, 2022 (the "Effective Date"), by and among Worldwide Golf Shops LLC, a Delaware limited liability company ("Purchaser"), and Wild Card Golf, LLC, a Connecticut limited liability company ("Seller") (each of the Purchaser and Seller, a "Party" and, collectively, the "Parties").

WHEREAS, Seller is the owner of (i) the trademarks and associated trademark registrations listed or identified in the [REDACTED] (as defined below) 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 ([REDACTED]) as presently conducted, including without limitation the Intellectual Property listed or identified in the [REDACTED] and/or on Exhibit A;

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

WHEREAS, [REDACTED] Seller has agreed to assign their rights to Purchaser with regard to the Intellectual Property assets [REDACTED] 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 [REDACTED]

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, Seller hereby sells, assigns, grants, conveys and transfers to the Purchaser all of the Seller's 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, Seller 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. Seller's obligations to reasonably assist the Purchaser as set forth herein shall continue for a period of [REDACTED] following the execution of this Assignment.

4. **Governing Law.** This Assignment will be governed by and construed under the laws of the [REDACTED] 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 [REDACTED] 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 [REDACTED]. 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

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: ML
Name: Theodore Shin
Title: President

SELLER:

Wild Card Golf, LLC,
a Connecticut limited liability company

By: Michael S Blair
Name: Michael S Blair
Title: CEO

Signature Page(s) to Intellectual Property Assignment

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 pages]