

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.R. Mats, Inc.		12/31/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Turf Factory Direct Distributing, LLC		
Street Address:	205 Boring Drive		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30721		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6234394	IMPACT MASTER	
Registration Number:	4894123	TRUE DIVOT ACTION	
Registration Number:	4894121	SWING DOWN AND THROUGH	
Registration Number:	4894124	NO BOUNCE	
Registration Number:	4894122	TAKES A REAL TEE	
Registration Number:	5498232	COUNTRY CLUB	
Registration Number:	4497140	COUNTRY CLUB ELITE	
Registration Number:	5149053	TALLBOY	
Registration Number:	5149052	LITTLE CHIPPER	
Registration Number:	5149051	FLIP-IT	
Registration Number:	4971265	REAL FEEL GOLF MATS	
Registration Number:	5149050	REAL FEEL GOLF MATS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9133033840		
Email:	docketingop@avekip.com		
Correspondent Name:	Anna M. Quinn		
Address Line 1:	12980 Metcalf Ave.		

OP \$315.00 6234394

Address Line 2: Suite 180
Address Line 4: Overland Park, KANSAS 66213

NAME OF SUBMITTER: Anna M. Quinn

SIGNATURE: /Anna M. Quinn/

DATE SIGNED: 08/22/2022

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

Effective as of December 31, 2021 (the "Effective Date"), J.R. Mats, Inc., a Pennsylvania corporation (hereinafter referred to as "Assignor") enters into this Trademark Assignment Agreement (the "Agreement") with Turf Factory Direct Distributing, LLC, a Georgia limited liability company (hereinafter referred to as "Assignee"), subject to the terms and conditions set forth herein.

WHEREAS, Assignor is the owner of the trademarks set forth on Exhibit A (the "Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and/or services on which the Marks are used;

WHEREAS, Assignor and Assignee are the parties to that certain Asset Purchase Agreement dated December 31, 2021 whereby Assignee has contemporaneously purchased from Assignor and/or its affiliates certain business operations and assets associated with the Marks; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the Marks as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

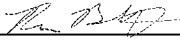
1. Assignor hereby irrevocably and unconditionally conveys, sells, assigns, delivers, and transfers to Assignee, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest of whatever kind in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office and in any foreign countries with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.
2. Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, hereafter to execute all applications, amended specifications, deeds, instruments, or other documents, and to do all acts necessary or proper to secure all rights in the Marks, including, but not limited to all, the grant of registered trademarks and service marks for the Marks in the United States and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee, and to vest and confirm in Assignee its successors and assigns, the legal title to the Marks.

3. Assignor agrees, if requested, to cooperate with Assignee in connection with the protection of the Marks and enforcement of all rights associated with the Marks.
4. Assignor represents and warrants that it owns all right, title and interest in and to the Marks, free and clear of liens, security interests, licenses, other encumbrances, or any other grant of rights of any kind. Assignor further warrants and represents that it has no knowledge of any claim that any third party has an interest in any of the Marks or that the Marks violate any rights of any third party. Assignor is in full compliance with all legal requirements applicable to the Marks and Assignee's ownership and use thereof following transfer by this Agreement.
5. The undersigned represents and warrants if executed in a representative capacity (*e.g.*, as an officer of a corporate entity) that he/she has full requisite authority to execute this Agreement on behalf of the party as indicated and to obligate such party to its terms.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound by the terms hereof, have caused this Agreement to be executed, under seal, as of the date first above written by their officers or other representatives thereunto duly authorized.

ASSIGNEE:

TURF FACTORY DIRECT DISTRIBUTING, LLC

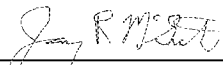
By: 

Name: Ronald L. Bennett

Title: Chief Executive Officer

ASSIGNOR:

J.R. MATS, INC.

By: 

Name: Jay McGrath

Title: President

[Signature Page – Trademark Assignment]

EXHIBIT A


THE MARKS

1. Registrations/Applications:

MARK	Serial No/Reg. No./Other Info
IMPACT MASTER	Reg. No.: 6234394
TRUE DIVOT ACTION	Reg. No.: 4894123
SWING DOWN AND THROUGH	Reg. No.: 4894121
NO BOUNCE	Reg. No.: 4894124
TAKES A REAL TEE	Reg. No.: 4894122
COUNTRY CLUB	Reg. No.: 5498232
COUNTRY CLUB ELITE	Reg. No.: 4497140
TALLBOY	Reg. No.: 5149053
LITTLE CHIPPER	Reg. No.: 5149052
FLIP-IT	Reg. No.: 5149051
REAL FEEL GOLF MATS	Reg. No.: 4971265
REAL FEEL GOLF MATS	Reg. No.: 5149050

2. Common Law Trademarks:

MARK
IMPACT MASTER
TRUE DIVOT ACTION
SWING DOWN AND THROUGH
NO BOUNCE
TAKES A REAL TEE

COUNTRY CLUB
COUNTRY CLUB ELITE
TALLBOY
LITTLE CHIPPER
FLIP-IT
REAL FEEL GOLF MATS
REAL FEEL GOLF MATS

THE SAME GOLF MAT THE PROS USE
CC Elite Real Feel Golf Mat
SIM TURF
TUFF-SHOT TRAINER
QUICK & TRUE PUTTING TURF