

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeffrey S Czerkies		08/16/2022	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Walden-Hays, Inc.		
Street Address:	PO Box 1514		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10276		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5300624	MODERN GOLF	
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:	7609305203		
Email:	ip@callawaygolf.com		
Correspondent Name:	Sonia Lari		
Address Line 1:	2180 Rutherford Road		
Address Line 4:	Carlsbad, CALIFORNIA 92008		
NAME OF SUBMITTER:	Sonia Lari		
SIGNATURE:	/Sonia Lari/		
DATE SIGNED:	08/29/2022		
Total Attachments: 4			
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source=Executed Assignment - Czerkies & Walden-Hays, Inc#page2.tif			
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is by and between Jeffrey S. Czerkies DBA Modern Golf, Inc. (the "Assignor") located at 15300 Lincolnway Circle, Plainfield, IL 60544 and Walden-Hays, Inc., with an address of PO Box 1514, New York, NY 10276 ("Assignee"). The effective date of this Agreement is August 16, 2022.

WHEREAS, Assignor is the exclusive and sole owner of the trademark MODERN GOLF in the United States, including US Trademark Registration No. 5300624 (the "Trademark"); and

WHEREAS, Assignee wishes to purchase from Assignor, and Assignor wishes to sell and assign to Assignee all right, title and interest to the Trademark.

NOW THEREFORE, for mutual consideration provided, the sufficiency of which is acknowledged, the parties agree as follows:

(1) Assignor assigns to Assignee all rights, title, and interest in and to the Trademark, including, without limitation, and all associated goodwill and the right to sue for past and present infringements of the Trademark. Assignor will execute the Trademark Assignment Agreement attached as Exhibit A for recordation of the assignment with the United States Patent and Trademark Office and to cooperate as necessary (including signing all necessary documents) to effectuate the assignment of rights.

(2) Within three business days of receiving a fully executed copy of this agreement, Assignee will deliver to Assignor the total sum of \$10,000 (USD) via wire transfer to Jeffrey S Czerkies, Checking Account: 1110022194937, Chase Bank, ABA: 071000013.

(3) Assignor represents and warrants that (i) the Trademark is owned by Assignor free and clear of any adverse claims, mortgages, liens, charges, pledges, security interests, or encumbrances of any kind; (ii) Assignor is the sole and exclusive owner of the Trademark (including the associated goodwill) and has the exclusive right and authority to enter into this Agreement and transfer ownership of the Trademark to Assignee; (iii) Assignor has not sold, assigned, transferred, conveyed, licensed, or otherwise disposed of the Trademark in whole or in part or contracted with any third party with respect to the Trademark; (iv) the Trademark is or has been in recent use in interstate commerce and all rights in the Trademark, including US Trademark Registration No. 5300624, are valid, effective, subsisting and enforceable; and (v) the individual executing the Agreement and the Assignment attached as Exhibit A is duly authorized and empowered to do so. In addition, Assignor represents and warrants that no third party has challenged, has threatened to challenge, or to Assignor's knowledge, has the right to challenge the validity of the Trademark or Assignor's ownership of the Trademark or Assignor's right to transfer ownership of the Trademark to Assignee.

(4) Assignor agrees to cooperate with and assist Assignee in obtaining rights in the Trademark pursuant to this Agreement, including, without limitation, executing all documents necessary to document the purchase of the rights assigned by Assignor to Assignee and assisting Assignee with the validity the Trademark.

(5) Assignor will not adopt or use the Trademark or any additional mark or name that is confusingly similar to the Trademark, or which tends to dilute its distinctiveness.

(6) Assignor will not contest the validity of the Trademark and will not contest or object to the use or registration of the Trademark by Assignee, its successors and/or assigns.

(7) The parties do not believe this Agreement contains any provisions contrary to law. If any part of this Agreement is determined to be illegal, invalid or unenforceable, that part will be severed from the Agreement and the remaining parts will be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the parties.

(8) Assignor agrees to keep strictly confidential the existence and terms of this Agreement and will not disclose such information except to the extent required by law or, in strict confidence, to Assignor's accountants and/or attorneys.

(9) This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements or understandings, written or oral, between them relating to the Trademark. No other promises or agreements are binding upon the parties with respect to this subject matter unless contained in this Agreement or separately agreed to in writing and signed by an authorized representative of each of the parties. This Agreement can be executed in counterparts and facsimile copies of signatures deemed original for all purposes. This document is admissible in any proceeding to interpret or enforce this Agreement.

(10) This Agreement is governed exclusively by the laws of the State of New York without reference to conflict of laws principles.

IN WITNESS WHEREOF, the parties have executed this Agreement below by their duly authorized representatives.

Jeffrey S. Czekies DBA Modern Golf, Inc.



By: JEFFREY S. CZEKIES
Name: JEFFREY S. CZEKIES
Title: OWNER
Date: 8/16/22

Walden-Hays, Inc.

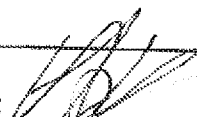
By: 
Name: Anthony J. Rosoloff
Title: VICE PRESIDENT
Date: 8.16.2022

EXHIBIT A

TRADEMARK ASSIGNMENT

WHEREAS, Jeffrey S. Czerkies DBA Modern Golf, Inc. ("Assignor") is the record owner of US Trademark Registration No. 5300624 ("Trademark");

and

WHEREAS, Walden-Hays, Inc., a New York corporation, with its principal business of PO Box 1514, New York, NY 10276 ("Assignee") is desirous of acquiring all rights, title, and interest in and to the Trademark and all associated goodwill.

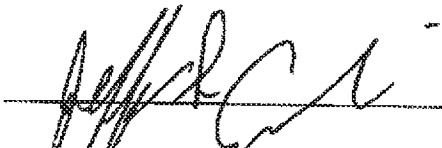
NOW THEREFORE IT IS AGREED AS FOLLOWS

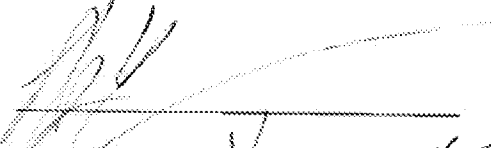
For good and valuable consideration, the receipt and sufficiency have been mutually acknowledged, Assignor sells, assigns, transfers, and conveys to Assignee, its successors, and assigns, the entire rights, title, and interest in and to the Trademark, all associated goodwill, as well as the right to sue for past and present infringements.

This agreement is effective as of August 16, 2022.

Jeffrey S. Czerkies DBA Modern Golf Inc.

Walden-Hays, Inc.:


Name: JEFFREY S. CZERKIES
Title: OWNER
Date: 8/16/22


Name: Anthony V. M. Borowick
Title: VICE PRESIDENT
Date: 8-16-2022