

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nitro Golf, LLC		03/30/2023	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Golf Gifts and Gallery, Inc.		
Street Address:	N 1675 Powers Lake Road		
City:	Powers Lake		
State/Country:	WISCONSIN		
Postal Code:	53159		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3660790	IF YOU AIN'T LONG, YOU'RE SHORT	
Registration Number:	1501459	NITRO	
Registration Number:	4544237	NITRO	
Registration Number:	4812510	BLASTER	
Registration Number:	4812513	CROSSFIRE	
Registration Number:	4881208	NITRO GLYCERIN	
Registration Number:	4881204	GLYCERIN	
Registration Number:	6640548	NITRO LIQUID	
CORRESPONDENCE DATA			
Fax Number:	4123942555		
<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:	412-394-7767		
Email:	traip@clarkhill.com		
Correspondent Name:	Paul D. Bangor, Jr., Esquire		
Address Line 1:	301 Grant Street, 14th Floor		
Address Line 2:	One Oxford Centre		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	L4631.451399		

OP \$215.00 3660790

NAME OF SUBMITTER:	Paul D. Bangor, Jr.
SIGNATURE:	/Paul D. Bangor, Jr./
DATE SIGNED:	04/12/2023
Total Attachments: 4 source=20230412163403#page1.tif source=20230412163403#page2.tif source=20230412163403#page3.tif source=20230412163403#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of March 30, 2023, is made by Nitro Golf, LLC, a Wisconsin limited liability company (the “**Assignor**”) and Golf Gifts and Gallery, Inc., an Illinois corporation (the “**Assignee**”). Terms used herein and not otherwise defined herein have their respective meanings as set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated of even date herewith (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee all the Purchased Intellectual Property, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all extensions and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms and Conditions of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase

Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

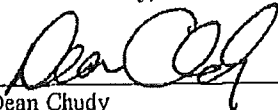
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above

Nitro Golf, LLC

By 
Name: Mark Blutstein
Title: President

ACKNOWLEDGED AND ACCEPTED

Golf Gifts and Gallery, Inc.

By 
Name: Dean Chudy
Title: President

SCHEDULE 1
Assigned Trademarks

<u>Trademark Title</u>	<u>Owner</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
US Trademarks					
IF YOU AIN'T LONG, YOU'RE SHORT	Nitro Golf, LLC	77655572	01/23/2009	3660790	07/28/2009
NITRO	Nitro Golf, LLC	73706915	01/20/1988	1501459	8/23/1988
NITRO	Nitro Golf, LLC	85734179	09/20/2012	4544237	6/3/2014
BLASTER	Nitro Golf, LLC	86533281	02/12/2015	4812510	9/15/2015
CROSSFIRE	Nitro Golf, LLC	86533302	02/12/2015	4812513	9/15/2015
NITRO GLYCERIN	Nitro Golf, LLC	86648419	06/02/2015	4881208	1/5/2016
GLYCERIN	Nitro Golf, LLC	86648428	06/02/2015	4881204	1/5/2016
NITRO LIQUID	Nitro Golf, LLC	90204363	09/23/2020	6640548	2/8/2022