

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3Balls, LLC		03/21/2023	Limited Liability Company: NORTH CAROLINA
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:	2517486	3 BALLS.COM	
Registration Number:	2478235	3BALLS	
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:	Kutak Rock LLP		
Address Line 1:	Bryan P. Stanley		
Address Line 2:	2300 MAIN STREET, SUITE 800		
Address Line 4:	KANSAS CITY, MISSOURI 64108		
NAME OF SUBMITTER:	Bryan P. Stanley		
SIGNATURE:	/Bryan P. Stanley/		
DATE SIGNED:	04/28/2023		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

WHEREAS, 3Balls, LLC, a limited liability company organized under the laws of the state of North Carolina (hereinafter referred to as "Assignor"), is the owner of the Marks (as defined in Section 1 below);

WHEREAS, Worldwide Golf Shops LLC, a limited liability company organized under the laws of Delaware (hereinafter referred to as the "Assignee"), is desirous of acquiring all of Assignors' rights, title and interest in and to Marks within the United States and its territorial possessions and all foreign countries and any United States or foreign trademarks/service marks that may be granted therefor; and

WHEREAS, in accordance with the terms of the Purchase Agreement by and among Assignor and Assignee dated March 21, 2023, Assignee desires to obtain an assignment of Assignors' rights in the Marks, and Assignors desire to assign their rights in the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment to Assignee:

1. **The Marks.** The Marks being assigned by Assignor to Assignee hereunder (together with all associated goodwill), all applications for registration therefor, and all registrations thereof (the "Marks") are as identified on Schedule A (attached hereto and made a part hereof).

2. **Assignment.** Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the Marks throughout the world, along with its entire right, title, and interest in the portion of Assignor's business to which the Marks pertain, and any and all rights to any registrations therefor or applications for registrations thereof which may now or hereafter exist anywhere in the world, together with all of Assignor's goodwill associated therewith or symbolized thereby throughout the world. Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in the portion of Assignor's business to which the Marks pertain.

3. **Other Actions.** Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee sole and exclusive title to the Marks and the rights transferred hereunder. In this regard, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver any and all such documents or instruments as Assignee may deem necessary or appropriate to vest in Assignee sole and exclusive right, title, and interest in and to the Marks and all other rights assigned hereunder. Such appointment shall be deemed to be a power coupled with an interest and is, therefore, irrevocable.

4. **Additional Rights.** In addition to the above-specified rights, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership or use rights of the Mark, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense.

5. **Communications.** Assignee is authorized to communicate with the United States Patent and Trademark Office (and corresponding offices or agencies in other countries of the world), and the United States Patent and Trademark Office (and corresponding offices or agencies in other countries of the world) is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Assignment effective as of March 21, 2023.


3Balls, LLC,
ASSIGNOR

By:

Name: EDWARD E. BYRMAN
Title: CEO

Schedule A

Trademarks

TRADEMARKS	OWNER	APP. NO.	FILE DATE	REG. NO.	REG. DATE	STATUS
3 BALLS.COM 	3Balls, LLC	78016,581	7/13/2000	2,517,488	12/11/2001	Registration
3BALLS	3Balls, LLC	78016,570	7/13/2000	2,478,235	8/14/2001	Registration