

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUE CLUB MANAGEMENT, LLC		07/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Troon Golf, LLC		
Street Address:	15044 North Scottsdale Road, Suite 300		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97596487	TRUE CLUB MANAGEMENT	
Serial Number:	97596501	T TRUE CLUB MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2157017273		
<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:	2156657273		
Email:	cmiller@cozen.com		
Correspondent Name:	Camille M. Miller		
Address Line 1:	1650 Market Street		
Address Line 2:	Suite 2800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Camille M. Miller		
SIGNATURE:	/Camille M. Miller/		
DATE SIGNED:	08/03/2023		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**Agreement**”) dated as of July 31, 2023, is entered into between True Club Management, LLC, a Delaware limited liability company with a principal place of business at 15044 North Scottsdale Road, Suite 300, Scottsdale, Arizona 85254 (“**Assignor**”), and Troon Golf, LLC, a Delaware limited liability company with a principal place of business at 15044 North Scottsdale Road, Suite 300, Scottsdale, Arizona 85254 (“**Assignee**”) (collectively the “**Parties**”).

RECITALS:

WHEREAS, Assignor is the owner of the TRUE CLUB MANAGEMENT trademark and TRUE CLUB MANAGEMENT Logo and TRUE CLUB MANAGEMENT United States Trademark Application, Serial No. 97596487, and the TRUE CLUB MANAGEMENT Logo,



, United States Trademark Application, Serial No. 97596501, collectively referred to herein as the “**Trademark**” (as defined below);

WHEREAS, pursuant to the terms and conditions of this Agreement, Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to accept from Assignor, all of Assignor’s rights, title, and interests in and to the Trademark, together with the goodwill of the Trademark and the business symbolized by the Trademark;

WHEREAS, pursuant to the terms and conditions of this Agreement, and as a result of this Agreement, the Parties intend Assignee to be the sole and exclusive owner of all rights, title, and interests in and to the Trademark, together with the goodwill of the Trademark and the business symbolized by the Trademark; and

NOW, THEREFORE, for and in light of the mutual promises set forth herein, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE ONE

ASSIGNMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee and Assignee hereby accepts all of Assignor’s rights, title, and interests in and to the Trademark together with the goodwill of the Trademark and the business symbolized by the Trademark including:

- a. the United States Trademark Application for TRUE CLUB MANAGEMENT, Serial No. 97596487, and the United States Trademark Application for



, Serial No. 97596501, and all issuances, extensions, and renewals thereof (the "**Trademark**");

- b. all rights of Assignor accruing under any of the foregoing relating to the Trademark provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and
 - c. any and all claims and causes of action relating to the Trademark 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. The United States Intellectual Property Office is hereby authorized to record and register this Assignment.
 3. Counterparts. This 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 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 Assignment.
 4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 5. Modification. This Agreement may be modified or amended only by a written instrument duly executed by the parties hereto.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have by themselves or, as appropriate, their duly authorized representatives executed this Agreement as of the day and year first above written.

Assignor:

True Club Management, LLC

DATE: 8/2/2023

DocuSigned by:
By: Jay McGrath
Print Name: Jay McGrath
Title: Vice President

Assignee:

Troon Golf, LLC

DATE: 8/2/2023

DocuSigned by:
By: Jeff Hansen
Print Name: Jeff Hansen
Title: EVP & General Counsel