

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golf Fanatics, LLC		10/05/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Blackfish Media, LLC		
Doing Business As:	DBA Performance Golf		
Street Address:	101 NE 3rd Avenue, Suite 1500		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6915238	GOLF FANATICS	
Registration Number:	6563563	GOLF FANATICS	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	7044173275		
Email:	lauren.conners@nelsonmullins.com, ipdocket@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 S. College Street, Suite 2300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	072680/00004		
NAME OF SUBMITTER:	Lauren G. Conners		
SIGNATURE:	/Lauren G. Conners/		
DATE SIGNED:	10/18/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Assignment*”), effective as of October 5, 2023, is made by and between The Golf Fanatics, LLC, a Florida limited liability company, (“*Seller*”), and Adam Bazalgette, Andrew Rice, and Terri Rice (collectively as “*Owners*” and individually, each an “*Owner*”, and together with Seller, collectively, as “*Assignors*” and each an “*Assignor*”), and Blackfish Media, LLC, a Florida limited liability company, d/b/a Performance Golf (“*Assignee*”). Assignors and Assignee are each referred to herein individually as a “*Party*” and collectively, as the “*Parties*.”

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement, dated of even date herewith (the “*Purchase Agreement*”);

WHEREAS, the execution and delivery of this Assignment is contemplated by, and executed and delivered pursuant to, Sections 6.1(c) and 6.2(a) of the Purchase Agreement; and

WHEREAS, in accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the Intellectual Property of Assignors described in Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Each Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Intellectual Property Rights of each Assignor identified on Schedule A, and all registrations and applications for registrations of any such Intellectual Property Rights (collectively, the “*Assigned Property*”), together with the goodwill of the Business symbolized by the Assigned Property, and together with all of each Assignor’s right to sue and recover for future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Assigned Property, which right, title and interest is being assigned free and clear of all Encumbrances, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by each Assignor had this assignment not been made.

3. Further Assurances. Each Assignor hereby agrees to execute at Assignee’s expense all documents for use in applying for and obtaining patent, trademark and copyright registrations and other rights and protections relating to the Assigned Property, if any, and enforcing the same, as Assignee may reasonably request, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure each Assignor’s signature on any document or documents needed to apply for or prosecute any patent, trademark, copyright or other right or protection relating to any Assigned Property, for any reason whatsoever, each Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as each Assignor’s agent and attorney-in-fact to act for and on such Assignor’s behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any patents, trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by each Assignor.

4. Validity Disputes; Use. Each Assignor agrees to assist Assignee, upon Assignee’s reasonable request and at Assignee’s sole expense, in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any of the Assigned Property. Further, each Assignor shall not directly or indirectly, challenge Assignee’s ownership of or right to use any of the Assigned Property. Assignor shall not directly or indirectly use, register or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between any Assignor and Assignee or is confusingly similar to any of the Assigned Property.

5. No Third-Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than Assignee, Assignors and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignors and their respective successors and assigns.

6. No Additional Representations. This Assignment is subject in all respects to the provisions of the Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement thereto. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

7. Modification. This Assignment may not be modified except by a writing executed by all the Parties hereto.

8. Assignment. The terms of this Assignment shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

9. Governing Law. This Assignment and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of Florida (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Headings. The paragraph headings in this Assignment are for convenience only and such headings form no part of this Assignment and shall not affect its interpretation.

11. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. 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.

12. Filing. Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Assigned Property and all applications and registrations therefore.

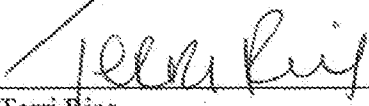
13. Transfer of Domain Names. Each Assignor shall release and transfer possession and control of any domain names included in the Assigned Property to the Assignee by initiating the transfer with the current registrar of each such domain name and performing, following or cooperating with Assignee on all procedures and actions specified by each registrar. Each Assignor hereby authorizes each such registrar to transfer the ownership and control of such domain names to the Assignee.

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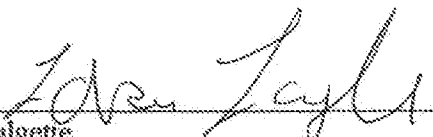
IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the Parties as of the date set forth above.

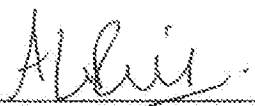
SELLER:

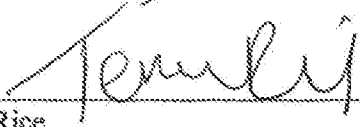
GOLF FANATICS, LLC,
a Florida limited liability company

By: 
Name: Terri Rice
Title: Manager

OWNERS:


Adam Bazalgette


Andrew Rice


Terri Rice

BUYER:

BLACKFISH MEDIA, LLC,
a Florida limited liability company

By: _____
Name: Brixton Albert
Title: Chief Executive Officer

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the Parties as of the date set forth above.

SELLER:

GOLF FANATICS, LLC,
a Florida limited liability company

By: _____
Name: Terri Rice
Title: Manager

OWNERS:

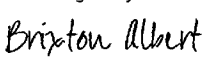
Adam Bazalgette

Andrew Rice

Terri Rice

BUYER:

BLACKFISH MEDIA, LLC,
a Florida limited liability company

DocuSigned by:
By:  _____
Name: Brixton Albert
Title: Chief Executive Officer

SCHEDULE A

Registered Trademarks

Identity	Date of Registration	Serial No.	Registration No.	Status	Description of Usage	Country
GOLF FANATICS	12-06-2022	90474519	6915238	Registered	<p>IC 035. US 100 101 102. G & S: Providing an Internet website portal to a subscription services to an information media package featuring commentary, advice and information in the field of golf; Providing online subscription services featuring golf-related content, namely, electronic journals featuring commentary, advice and information in the field of golf. FIRST USE: 20210125; FIRST USE IN COMMERCE: 20210125</p> <p>IC 041. US 100 101 107. G & S: Educational services, namely, providing in-person and online classes in the field of golf and conducting seminars, conferences, and workshops in the field of golf; Providing online non-downloadable pre-recorded and live streamed video recording featuring golf instruction; Entertainment services, namely, the production and distribution of programming, namely, providing online non-downloadable digital programs in the nature of visual recordings, webisodes, and video recordings featuring golf-related news, events, and lifestyle; Providing an Internet website portal for customers in the field of golf tournaments and related golf-entertainment news and information; Providing an Internet website portal for customers to participate in on-line gaming, operation and coordination of game tournaments, leagues and tours for recreational computer game playing purposes; Online blogs featuring commentary, advice and information in the field of golf; Online subscription services featuring commentary, advice and information in the field of golf. FIRST USE: 20210125; FIRST USE IN COMMERCE: 20210125</p>	US
GOLF FANATICS	11-16-2021	88822933	6563563	Registered	<p>IC 035. US 100 101 102. G & S: Retail store services featuring golf training aids. FIRST USE: 20201115; FIRST USE IN COMMERCE: 20210121</p>	US

SCHEDULE A (Continued)

Common Law Trademarks



Registered Copyrights

None

Domain Names

Golffanatics.com (Go Daddy)

Golffanaticsteam.com (Go Daddy)

Golffanatics.golf (Go Daddy)

Social Media Accounts

<u>Platform</u>	<u>Account Name</u>	<u>Domain</u>
Facebook	@golffanaticsteam	https://www.facebook.com/golffanaticsteam/
Instagram	@golffanaticsteam	https://www.instagram.com/golffanaticsteam/
TiKTok	@golffanaticsteam	https://www.tiktok.com/@golffanaticsteam
YouTube	@golffanatics8439	https://www.youtube.com/@golffanatics8439
Twitter	@golf_fanatics_	https://twitter.com/golf_fanatics_
LinkedIn	@golf-fanatics	https://www.linkedin.com/company/golf-fanatics
Linktr.ee	@golffanatics	https://linktr.ee/golffanatics

Trade Names

None