

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Coast Trends, Inc.		01/31/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Acushnet Company		
Street Address:	333 Bridge Street		
City:	Fairhaven		
State/Country:	MASSACHUSETTS		
Postal Code:	02719		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5993850		
Registration Number:	5878918	TRS BALLISTIC	
Registration Number:	5578267		
Registration Number:	5573153	LAST BAG	
Registration Number:	5511697	CG	
Registration Number:	5506630	CLUB GLOVE	
Registration Number:	3708513	TRAIN REACTION	
Registration Number:	3021365	STIFF ARM	
Registration Number:	2350237	CLUB GLOVE	
Registration Number:	1683465	CLUB GLOVE	
CORRESPONDENCE DATA			
Fax Number:	2077911350		
<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:	207-791-1100		
Email:	trademark@pierceatwood.com		
Correspondent Name:	Jonathan M. Gelchinsky/Pierce Atwood LLP		
Address Line 1:	254 Commercial Street		
Address Line 4:	Portland, MAINE 04101		

CH \$265.00 5993850

ATTORNEY DOCKET NUMBER:	34257/1025
NAME OF SUBMITTER:	Jonathan M. Gelchinsky
SIGNATURE:	/Jonathan M. Gelchinsky/
DATE SIGNED:	12/21/2023

Total Attachments: 16

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*IP Assignment*”) is made and entered into as of January 31, 2023 by and among West Coast Trends, Inc., a California corporation (“*Seller*”), Jeffrey C. Herold, an individual (“*J. Herold*”), Vivienne A. Herold (“*V. Herold*”), and together with J. Herold and Seller, collectively, the “*Seller Parties*”) and Acushnet Company, a Delaware corporation (“*Buyer*”).

RECITALS:

WHEREAS, Seller Parties and Buyer have entered into the Asset Purchase Agreement, dated November 21, 2022 (the “*Purchase Agreement*”), pursuant to which Seller Parties have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of each Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions as Buyer deems appropriate;

WHEREAS, capitalized terms used but not defined herein have the meaning given to such terms in the Purchase Agreement.

NOW THEREFORE, Seller Parties agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of each Seller’s rights, titles, and interests in and to all Intellectual Property Assets (including such Intellectual Property Assets set forth on Schedule 1 of this IP Assignment), Business Products, Software Documentation and Intellectual Property Agreements, and all goodwill associated therewith, each of such terms are set forth below and, as applicable, defined in the Purchase Agreement.

(a) “*Business Products*” means all proprietary Software products and related services of the Business that are currently offered, licensed, sold, distributed, hosted, maintained or supported, or otherwise provided or made available by or on behalf of Seller Parties or otherwise used in the operation of the Business, or are currently under development by or for Seller Parties for use in the Business.

(b) “*Intellectual Property*” means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (i) trade names, trademarks, service marks, trade dress, certification marks, brands, logos, and other similar indicia of source or origin, whether registered or not, and all registrations of and applications to register any of the foregoing, including the goodwill symbolized thereby or associated therewith (“*Trademarks*”); (ii) inventions (whether or not patentable), patents, patent applications, utility models, statutory invention registrations, mask works, invention disclosures, and industrial designs, and all reissues, reexaminations, divisional, renewal, extensions, provisionals, continuations and continuations-in-part thereof (“*Patents*”); (iii) copyrights and works of authorship, whether or not copyrightable, and registrations and applications therefor (“*Copyrights*”); (iv) internet domain names, all associated web addresses, URLs, websites and web pages, and all content and data thereon or relating thereto (“*Domain Names*”); (v) social media account or user names (including “handles”) and all content and data thereon or relating thereto (“*Social Media Accounts*”); (vi) Software; (vii) customer lists, know-how, trade secrets, discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods,

processes, techniques, and other confidential and proprietary information and all rights therein (“*Trade Secrets*”); and (viii) the right to recover for damages and profits for past and future infringement of any part of the foregoing.

(c) “*Intellectual Property Agreements*” means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions, and other Contracts, whether written or oral, relating to Intellectual Property that is used or held for use in the conduct of the Business as currently conducted or proposed to be conducted to which one or more Seller is a party, beneficiary, or otherwise bound.

(d) “*Intellectual Property Assets*” means all Intellectual Property that is owned, purported to be owned, or licensed (as licensor or licensee) by a Seller or in which a Seller has a proprietary interest, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to such Seller with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

(e) “*Software*” means any and all computer software and code, including all new versions, updates, revisions, improvements, and modifications thereof, whether in source code, object code, or executable code format, including systems software, application software (including mobile apps), firmware, middleware, programming tools, scripts, routines, interfaces, libraries, and databases, and all related specifications and documentation, including developer notes, comments and annotations, user manuals, and training materials relating to any of the foregoing.

(f) “*Software Documentation*” all documentation (whether in human or machine readable form) describing or relating to the Business Products, including each of the following: operating, installation, administrator, and user manuals and training materials; technical, functional, service level, and other requirements and specifications; file and record layouts and fields; schematics; flow charts; algorithms; architectural diagrams; data models; build instructions; compilation instructions; testing and configuration documentation; developer annotations, programming notes, and technical data; programming, hardware, system, and network design and configuration documentation; marketing and training documentation and any multi-media assets relating thereto; and any other documents describing or relating to the creation, design, development, installation, implementation, marketing, execution, structure, function, performance, correction, modification, improvement, or use of the Business Products or the Business Products’ operating environment, and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of each of the foregoing items.

2. Recordation and Further Actions. Each Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register the assignment of the Intellectual Property Assets as provided by this IP Assignment upon request by Buyer. Following the date hereof, at Buyer's request, Seller Parties shall timely take such steps and actions, and provide such cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller Parties and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Seller has caused this IP Assignment to be signed by its duly authorized representative as of the date first above written.

SELLER PARTIES:

WEST COAST TRENDS, INC.

DocuSigned by:
Jeffrey Herold
By: _____
600E9D851AB144A...
Name: Jeffrey Herold
Title: President

JEFFREY HEROLD

DocuSigned by:
Jeffrey Herold

600E9D851AB144A...

VIVIENNE HEROLD

DocuSigned by:
Vivienne Herold

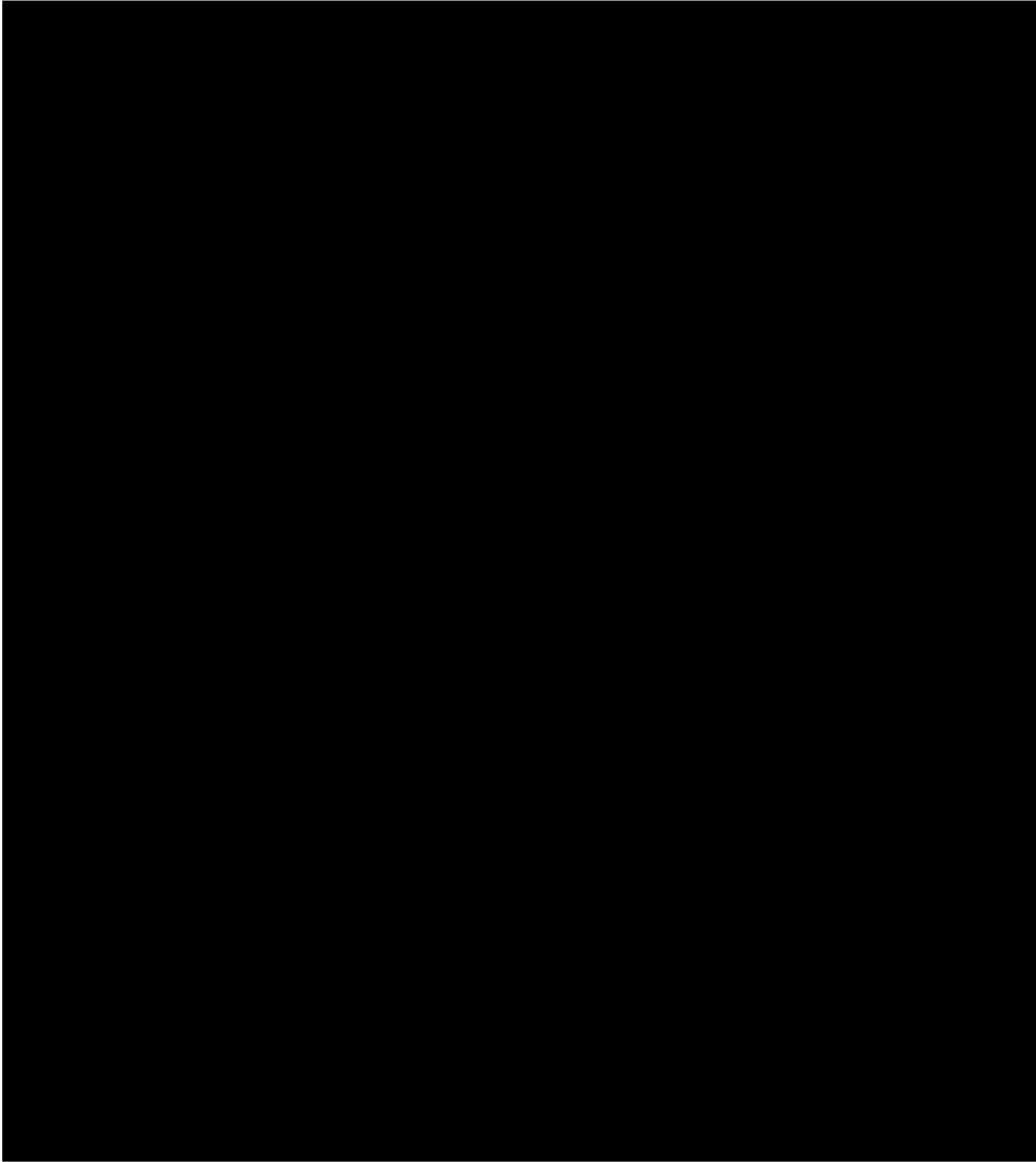
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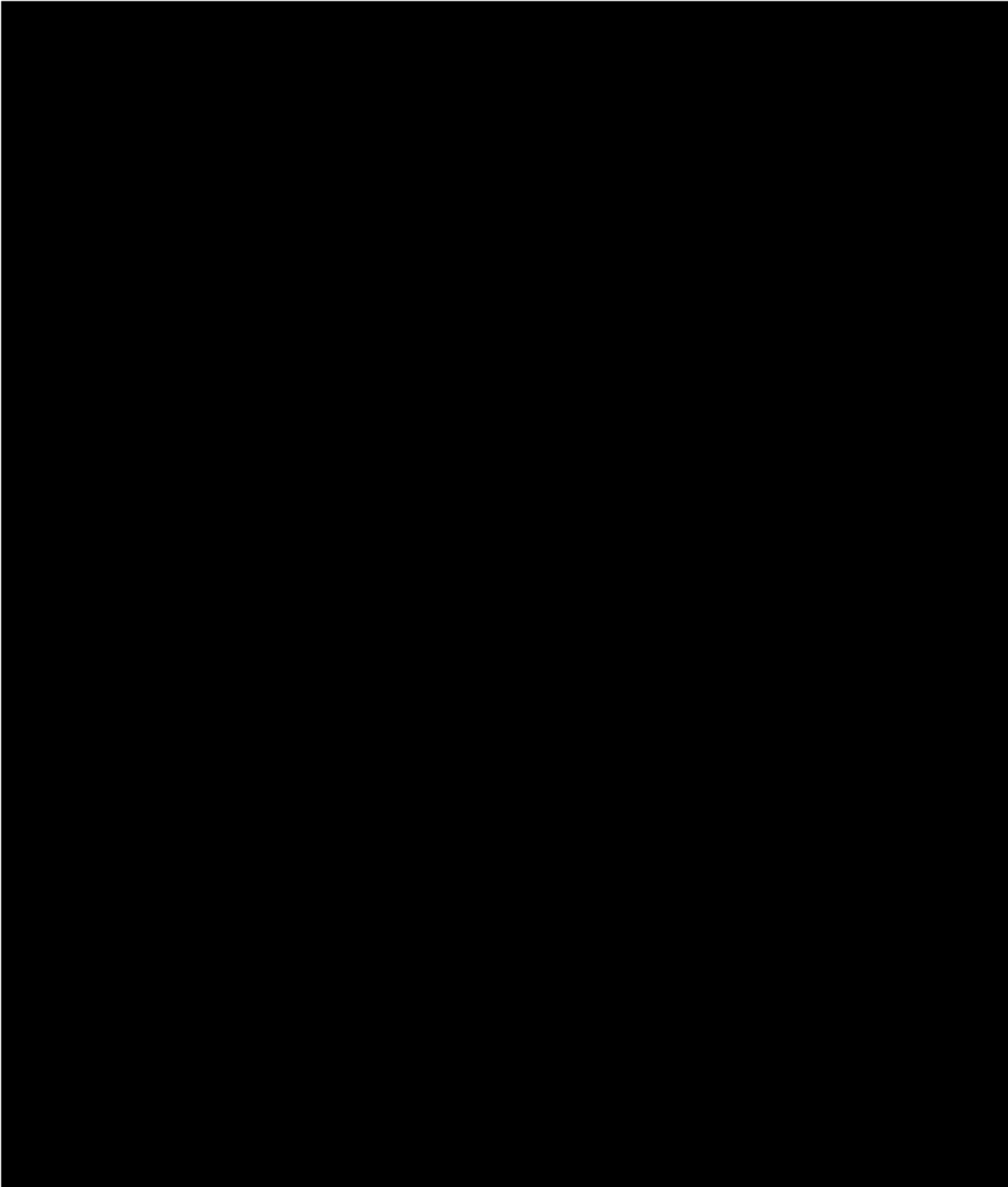
BUYER:

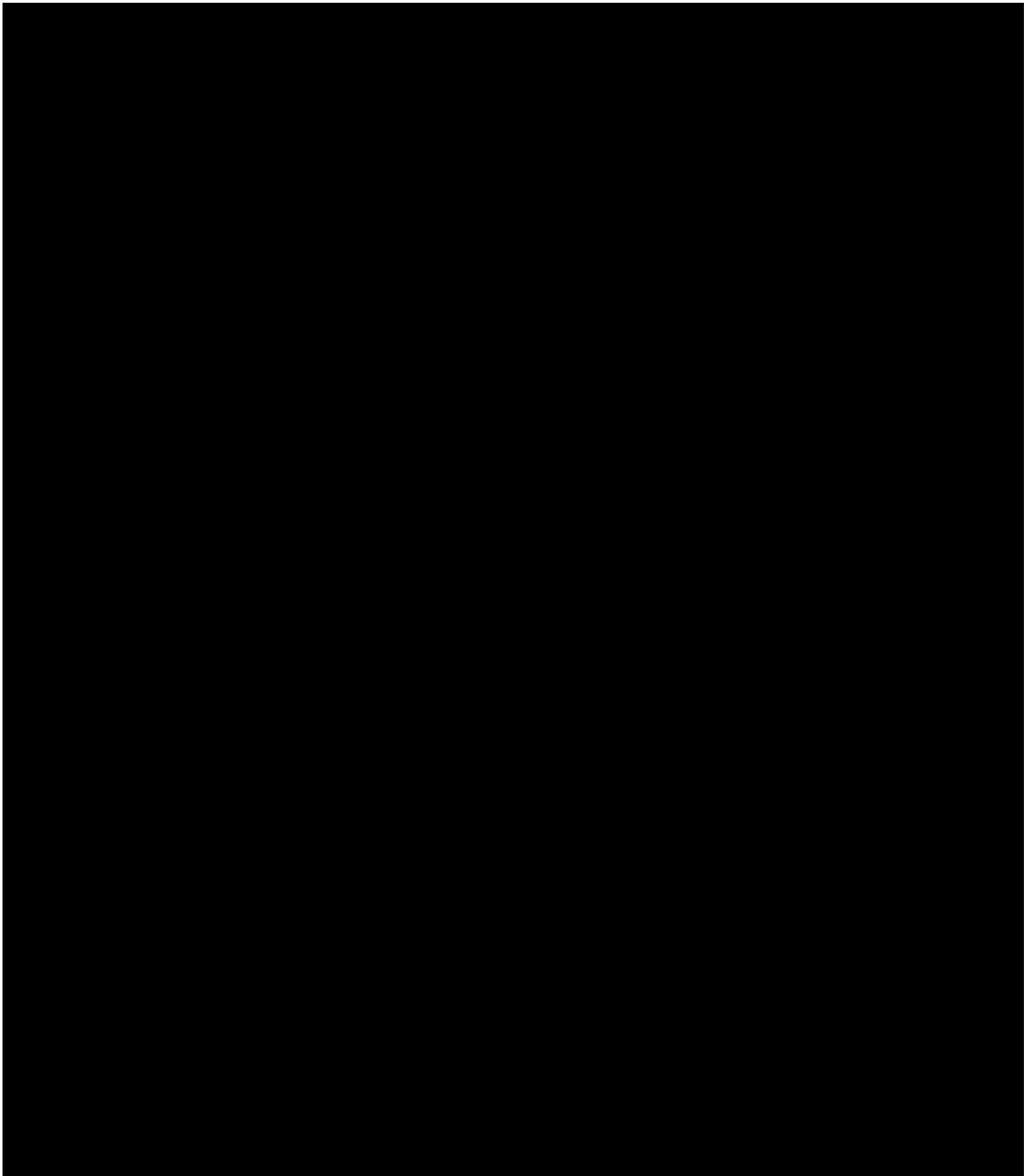
ACUSHNET COMPANY

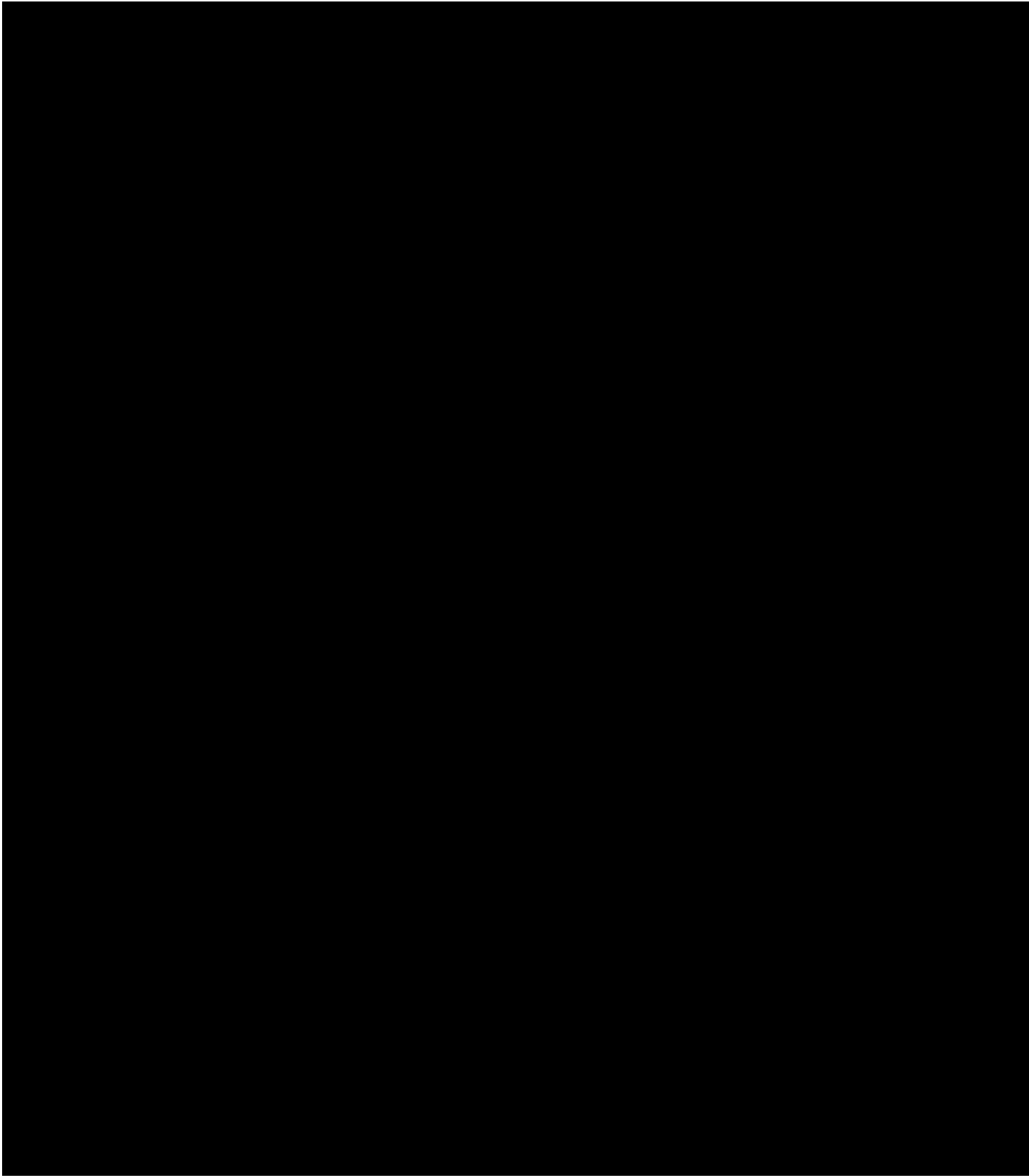
DocuSigned by:
Thomas D. Pacheco
By: _____
83B235DC87CC416...
Name: Thomas D. Pacheco
Title: Executive Vice President and Chief Financial Officer

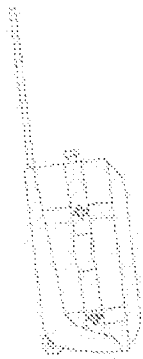

SCHEDULE 1

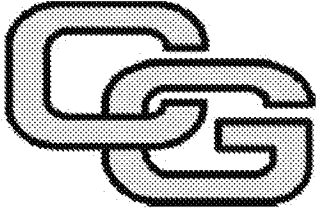








USA Trademark Portfolio	Notes
<p>Trade Dress for TRS Ballistic Reg. No. 5993850</p> 	<ul style="list-style-type: none"> • Registered February 25, 2020 • Class 18: luggage • Sections 8 and 15 Declaration due 2/25/2025 • Sections 8 and 9 Declaration due 2/25/2028
<p>TRS BALLISTIC Reg. No. 5878918</p>	<ul style="list-style-type: none"> • Registered October 8, 2019 • Class 18: luggage • Sections 8 and 15 Declaration due 10/8/2024 • Sections 8 and 9 Declaration due 10/8/2027 • Use federal registration symbol ®
<p>Trade Dress for Last Bag Reg. No. 5578267</p> 	<ul style="list-style-type: none"> • Registered October 9, 2018 • Class 28: golf travel bags in the nature of travel bags fitted to carry golf clubs • Sections 8 and 15 Declaration due 10/9/2023 • Sections 8 and 9 Declaration due 10/9/2027
<p>LAST BAG Reg. No. 5573153</p>	<ul style="list-style-type: none"> • Registered October 2, 2018 • Class 28: Golf travel bags in the nature of travel bags fitted to carry golf clubs • Sections 8 and 15 Declaration due 10/2/2023 • Sections 8 and 9 Declaration due 10/2/2028 • Use federal registration symbol ®

USA Trademark Portfolio	Notes
 <p>Reg. No. 5511697</p>	<ul style="list-style-type: none"> Registered July 10, 2018 Class 18: Duffel bags; travel bags; travel kits, namely, toiletry cases sold empty; garment bags for travel; all-purpose carrying bags; all-purpose gear bags; all-purpose utility bags; tote bags; shoe bags; tote and shoe bags; backpacks; clothing organizers for travel; luggage; golf travel bags; shoulder bags; stand bags Class 24: Golf towels Class 28: Golf equipment, namely, golf gloves, golf club head covers, golf bags, impact protection devices for use with golf travel bags, golf ball sleeves, ball divot repair tools, and golf ball markers Sections 8 and 15 Declaration due 7/10/2023 Sections 8 and 9 Declaration due 7/10/2027 Use federal registration symbol ®
<p>CLUB GLOVE Reg. No. 5506630</p>	<ul style="list-style-type: none"> Registered July 3, 2018. Class 18: Duffel bags; travel bags; travel kits, namely, toiletry cases sold empty; garment bags for travel; all-purpose carrying bags; all-purpose gear bags; all-purpose utility bags; tote bags; shoe bags; tote and shoe bags; backpacks; clothing organizers for travel; luggage; shoulder bags Class 24: Golf towels Class 28: Golf equipment, namely, golf bags, impact protection devices for use with golf travel bags, and golf ball sleeves Sections 8 and 15 Declaration due 7/3/2023 Sections 8 and 9 Declaration due 7/3/2027 Use federal registration symbol ®
<p>TRAIN REACTION Reg. No. 3708513</p>	<ul style="list-style-type: none"> Registered November 10, 2009 Class 18: Luggage Sections 8 and 9 Declaration accepted November 26, 2018; next maintenance due November 10, 2028 Use federal registration symbol ®
<p>STIFF ARM Reg. No. 3021365</p>	<ul style="list-style-type: none"> Registered November 29, 2005 Class 28: Golf Bags, Golf Bag Covers, Golf Travel Bags, Golf Clubs, Golf Club Heads, Golf Club Shafts, Golf accessories, namely, impact protection devices for use with golf travel bags, golf bags, golf irons, golf putters, golf clubs,

USA Trademark Portfolio	Notes
	golf club heads and golf club shafts <ul style="list-style-type: none"> • Sections 8 and 9 Declaration due 10/29/2024 • Use federal registration symbol ®
CLUB GLOVE Reg. No. 2350237	<ul style="list-style-type: none"> • Registered May 16, 2000 • Class 28: Golf Travel Bags • Section 9 Renewal due 5/16/2029 • Use federal registration symbol ®
CLUB GLOVE Reg. No. 1683465	<ul style="list-style-type: none"> • Registered April 14, 1992 • Class 28: Golf club head covers • Sections 8 & 9 Renewal approved 8/4/2021 • Use federal registration symbol ®



