

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TM159584

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/01/2023		
RESUBMIT DOCUMENT ID:	900834620		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BigShots HoldCo, LLC		02/08/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Topgolf Callaway Brands Corp.		
Street Address:	2180 Rutherford Road		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90522457		
CORRESPONDENCE DATA			
Fax Number:	7609305015		
<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:	(760931-1771		
Email:	ip@callawaygolf.com		
Correspondent Name:	Sonia Lari		
Address Line 1:	2180 Rutherford Road		
Address Line 4:	Carlsbad, CALIFORNIA 92008		
NAME OF SUBMITTER:	Eunice Moller		
SIGNATURE:	Eunice Moller		
DATE SIGNED:	02/28/2024		
Total Attachments: 6			
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NUNC PRO TUNC

IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Assignment”), is made as of February 8, 2024, by and among BigShots Orion, LLC, a Nevada limited liability company, CC BSG Holdings, LLC, a Nevada limited liability company, CC BSG Holdings II, LLC, a Nevada limited liability company, CC BigShots Holdings, LLC, a Nevada limited liability company, CC BSG Akron, LLC, a Delaware limited liability company, BigShots HoldCo, LLC, a Delaware limited liability company and Akron Management, LLC, an Ohio limited liability company (collectively, the “Assignors”) and RSVP Holdings I, LLC, a Delaware limited liability company (the “Assignee”), as Buyer Designee (as such term is defined in the Purchase Agreement) of Topgolf Callaway Brands Corp. (“TCB”). Each of the parties hereto are sometimes referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to that certain Asset Purchase Agreement, entered into as of July 18, 2023, as amended and restated on October 31, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), by and among the Assignors, CC BSG Bryan, LLC, a Nevada limited liability company, CC BSG Grand Prairie, LLC, a Nevada limited liability company, TCB and, solely for the purposes of Section 5.9 and Section 11.17 thereof, Invited, Inc., a Delaware corporation, among other things, Assignors have agreed to sell, assign, convey and transfer (or cause to be sold, assigned, conveyed and transferred) the Purchased Assets, including the Assigned Intellectual Property, and TCB has agreed that TCB or one or more Buyer Designees shall purchase, acquire and accept the Purchased Assets, including the Assigned Intellectual Property, in each case, upon the terms and subject to the conditions of the Purchase Agreement;

WHEREAS, Assignors and Assignee wish to confirm herein that the assignment of the Trademark from Assignors to Assignee is effective as of November 1, 2023 for purposes of recordation with the U.S. Patent and Trademark Office; and

WHEREAS, in furtherance of the Purchase Agreement and for the consideration set forth therein, Assignors and Assignee are entering into this Assignment to effectuate the assignment of all Assigned Intellectual Property from Assignors to Assignee, upon the terms and subject to the conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration for the foregoing premises and the mutual covenants and agreements contained herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the meanings set forth in the Purchase Agreement.

2. Conveyance. Upon the terms and subject to the conditions contained in the Purchase Agreement, Assignors hereby irrevocably sell, assign, transfer, convey and deliver to Assignee nunc pro tunc effective November 1, 2023, all of each of Assignor’s right, title, and interest in and to the Assigned Intellectual Property, including the Trademark set forth in Exhibit A, and including further:

(a) all statutory rights, common law rights and other intellectual property or proprietary rights in the Assigned Intellectual Property, and any registrations or applications therefor, and any renewals or extensions thereof, any applicable Law now or hereafter in effect;

(b) all rights to royalties, fees, income, payments, and other proceeds now or hereafter due or payable and deriving from the Assigned Intellectual Property;

(c) all goodwill associated or connected with the Assigned Intellectual Property or symbolized thereby; and

(d) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, misappropriation or any other cause of action (including passing off) arising from ownership, of any of the Assigned Intellectual Property whether occurring before, on or after the date of this Assignment, provided that, Assignors shall not be responsible for any costs or expenses associated with any such action or proceeding.

3. Perfection and Further Assurances. Assignee shall prepare all paperwork necessary to perfect and record the assignments and shall be responsible for all filing and recordation fees associated with recording the assignment of the Assigned Intellectual Property in the various jurisdictions. For no further consideration, Assignors shall reasonably promptly perform (or cause to be performed) such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to provide Assignee with the full benefit of the assignment under Section 1.

4. Entire Agreement. This Assignment together with the Purchase Agreement and the Ancillary Agreements executed in connection with the Purchase Agreement constitute the entire understanding between the Parties with respect to the subject matter hereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter of this Assignment. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

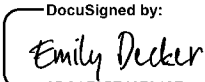
5. Miscellaneous. Article 1 (Definitions), Section 11.1 (Notices), Section 11.5 (Amendments; Waivers), Section 11.6 (Assignment; Binding Effect; Severability), Section 11.7 (Governing Law), Section 11.8 (Jurisdiction; Waiver of Jury Trial), and Section 11.9 (Execution in Counterparts) of the Purchase Agreement are each hereby incorporated by reference mutatis mutandis.

[Signature Page Follows]

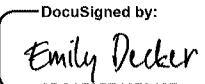
IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNORS:

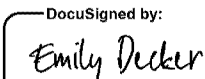
BIGSHOTS ORION, LLC

By: 
DocuSigned by:
9BCA736E497348F...
Name: Emily Decker
Title: Authorized Person

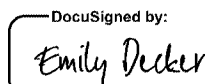
CC BSG HOLDINGS, LLC

By: 
DocuSigned by:
9BCA736E497348F...
Name: Emily Decker
Title: Authorized Person

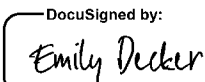
CC BSG HOLDINGS II, LLC

By: 
DocuSigned by:
9BCA736E497348F...
Name: Emily Decker
Title: Authorized Person

CC BIGSHOTS HOLDINGS, LLC

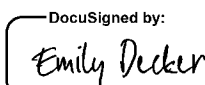
By: 
DocuSigned by:
9BCA736E497348F...
Name: Emily Decker
Title: Authorized Person

CC BSG AKRON, LLC

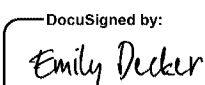
By: 
DocuSigned by:
9BCA736E497348F...
Name: Emily Decker
Title: Authorized Person

[Signature Page to IP Assignment Agreement]

BIGSHOTS HOLDCO, LLC

By:  9BCA735E497348F...
Name: Emily Decker
Title: Authorized Person

AKRON MANAGEMENT, LLC

By:  9BCA735E497348F...
Name: Emily Decker
Title: Authorized Person

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNEE:

RSVP HOLDINGS I, LLC

By: Naresh Srinivasan
Name: Naresh Srinivasan
Title: Manager



[Signature Page to IP Assignment Agreement]

EXHIBIT A

TRADEMARKS

Mark	Country	Application No. Application Date	Registration No. Registration Date	Current Owner
	US	90522457 10-FEB-2021	Pending	BigShots HoldCo, LLC

[Exhibit A to IP Assignment Agreement]