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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
World Golf Foundation, Inc.		12/13/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	PGA of America, Inc.	
Street Address:	100 Avenue of Champions	
City:	Palm Beach Gardens	
State/Country:	FLORIDA	
Postal Code:	al Code: 33418	
Entity Type:	ty Type: CORPORATION: FLORIDA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4131039	GET GOLF READY

CORRESPONDENCE DATA

Fax Number: 9042859793

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 904-285-3700

Email: trademarks@pgatourhq.com

Correspondent Name: Adam Mersereau
Address Line 1: 100 PGA TOUR Blvd.

Address Line 4: Ponte Vedra Beach, FLORIDA 32082

ATTORNEY DOCKET NUMBER:	GGR ASSIGNMENT
NAME OF SUBMITTER:	Adam mersereau
Signature:	/Adam Mersereau/
Date:	12/20/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into and effective as of the 11th day of December, 2012 (the "Effective Date"), by and between PGA of America, Inc., having offices at 100 Avenue of Champions, Palm Beach Gardens, FL 33418 ("Assignee") and World Golf Foundation, Inc., having offices at One World Golf Place, St. Augustine, FL 32092 ("Assignor").

RECITALS

This Assignment contains the terms and conditions under which Assignor has agreed to assign such intellectual property to Assignee.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and obligations set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows, intending to be legally bound:

- 1. ASSIGNMENT OF TRADEMARK. Assignor hereby assigns irrevocably and in perpetuity to the Assignee all right, title and interest in and to the trademark, service mark, and all other intellectual property rights, throughout the world, associated with the mark listed on Exhibit A including but not limited to the U.S. Trademark Registration listed on Exhibit A, any and all common law rights in the foregoing, and all goodwill associated therewith (the "Mark"). By executing this Assignment, Assignor hereby waives and releases any and all rights that Assignor may have in such Mark and further acknowledges and agrees that Assignor has no claims against nor will Assignor assert any claims against the Assignee, its affiliates, officers, directors, agents, employees, and attorneys with respect to the Mark or any use of the Mark.
- 2. <u>REPRESENTATIONS, WARRANTIES AND COVENANTS</u>. With respect to the Mark and all intellectual property rights with respect thereto (the "IP Rights"), Assignor hereby represents, warrants and covenants that:
 - i. Assignor has all rights necessary to grant the assignments herein contained;
 - ii. Assignor has not assigned or licensed or attempted to assign or license the Mark, nor any associated IP Rights, to any party other than Assignee;
 - iii. the Mark and all associated IP Rights are not otherwise encumbered in any manner by any other rights or means;
 - iv. Assignor will take all action and execute all documents necessary to perfect and evidence the interests herein assigned;
 - v. Assignor has not executed, and will not execute, any agreement in conflict with this Assignment; and

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- to Assignor's knowledge, the Mark or associated IP Rights assigned vi. herein infringe upon the rights of any third party.
- This Assignment (i) is governed by and shall be construed in MISCELLANEOUS. accordance with the laws of the State of Florida; (ii) contains the entire understanding and agreement of the parties with respect to its subject matter; (iii) supersedes all prior and contemporaneous oral or written statements, proposals, representations or warranties by either party regarding this Assignment or its subject matter; (iv) cannot be altered or amended except in a writing signed by the parties; (v) shall not be construed as establishing any type of partnership, joint venture, express or implied agency, employer-employee or special fiduciary relationship between the parties; (vi) is binding upon the parties, their lawful successors and permitted assigns, and (vii) may be executed in counterparts which, taken together, shall constitute one binding agreement. All waivers must be in a writing signed by the waiving party. Signatures provided by facsimile shall be binding as if originals. By signing below, the parties represent and warrant that they have the authority to bind their respective organizations to the terms of this Assignment, and that their respective organizations intend to be legally bound to the terms of this Assignment.

UNDERSTOOD, AGREED and ACCEPTED,

WORLD GOLF FOUNDATION, INC. (ASSIGNOR)

Title: Vice President & Goneral Counsel

Before me this Deday of Occasion, 2012, personally appeared The Source, known to me to be the person who executed the foregoing Assignment on behalf of World Golf Foundation. The and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

Notary Public

Notary Public State of Florida Stacle P Wagner My Commission DD966752

PGA OF AMERICA, INC. (ASSIGNEE)

Print Name: Christine Garrily
Title: Managing Director & General Counsel

Before me this 18 day of December, 2012, personally appeared Christine (Garata) known to me to be the person who executed the foregoing Assignment on behalf of Purpose therein expressed.

Notary Public

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Dianger Community CRIDA MANAGE

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EXHIBIT A

The Mark

GET GOLF READY, U.S. Registration No. 4,131,039

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RECORDED: 12/20/2012

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