

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347069

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 Town Canada Inc.		05/29/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Staples Promotional Products Canada, Ltd.		
Street Address:	100 King Street West, Suite 3900		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1B2		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86271663	APG	
Serial Number:	86269781	WE CAN LOGO THAT	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	ipmailbox@staples.com		
Correspondent Name:	Staples Promotional Products Canada, Ltd		
Address Line 1:	500 Staples Drive		
Address Line 2:	Attn: Erich G. Rhyhart		
Address Line 4:	Framingham, MASSACHUSETTS 01702		
NAME OF SUBMITTER:	Cristina Gonzalez		
SIGNATURE:	/Cristina Gonzalez/		
DATE SIGNED:	07/07/2015		
Total Attachments: 5			
source=Intellectual Property Assignment Agreement#page1.tif			
source=Intellectual Property Assignment Agreement#page2.tif			
source=Intellectual Property Assignment Agreement#page3.tif			
source=Intellectual Property Assignment Agreement#page4.tif			
source=Intellectual Property Assignment Agreement#page5.tif			

CH \$65.00 86271663

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Agreement**”) made effective as of May 29, 2015 (the “**Effective Date**”), is by and between Golf Town Canada Inc. (“**Seller**”) and Staples Promotional Products Canada, Ltd. (“**Buyer**”).

Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of April 20, 2015, by and among Staples Canada Inc., a Canadian corporation, Buyer and Seller (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has assigned and agrees to assign all of its right, title and interests in and to the Intellectual Property Registrations (as defined in the Purchase Agreement) to Buyer, as listed in Schedule “A” hereto.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. (a) Seller hereby confirms the sale, assignment, transfer and conveyance to and hereby sells, assigns, transfers and conveys to Buyer, to have and to hold the same unto Buyer, its successors and assigns, forever all in accordance with the terms and conditions set forth in the Purchase Agreement, all of Seller’s right, title and interest in, to and under the Intellectual Property Registrations, together with the goodwill associated with such assets and with the ongoing and existing business to which they pertain, as well as all common law rights related thereto, and the right to sue and recover for past, present and future infringements or misappropriations of the Intellectual Property Registrations.

(b) Seller hereby authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the Canadian Intellectual Property Office to issue and/or transfer any and all applicable Intellectual Property Registrations to the Buyer (or as Buyer may otherwise direct), the same to be held and enjoyed by Buyer to the full end of the term for which said Intellectual Property Registrations is granted and maintained, as fully and entirely as the same could have been held and enjoyed by the Seller.

(c) This Agreement shall inure to the benefit of Buyer, its successors and assigns.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Registrations, are incorporated herein by this reference. The parties hereto acknowledge and agree that 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.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Further Assurances. The Seller undertakes and agrees to execute all such further documents, papers, forms, assurances and authorizations and take all other actions as may reasonably be required to secure, complete or vest full right, title and interest in and to the Intellectual Property Registrations and to permit the Buyer to obtain registration of, hold, enforce and enjoy the Intellectual Property Registrations assigned hereunder and the recording of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

<u>Christa Dickson</u> Witness	GOLF TOWN CANADA INC. By: _____ Name: Jonathan Belair Title: Vice President
<u>Christa Dickson</u> Witness	By: _____ Name: Don Morrison Title: Vice-President

**STAPLES PROMOTIONAL
PRODUCTS CANADA, LTD.**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

GOLF TOWN CANADA INC.

Witness

By: _____
Name:
Title:

Witness

By: _____
Name:
Title:

**STAPLES PROMOTIONAL
PRODUCTS CANADA, LTD.**

By: Chusku Tanaka
Name:
Title:

Schedule "A"

Trademarks

Canada

Trademark	Owner of Record	Registration No.	Application No.
APG Design 	Golf Town Canada Inc.	TMA867681	1554201
APG ACCOLADE PROMOTION GROUP Design  accolade promotion group	Golf Town Canada Inc.	TMA867661	1554202
WE CAN LOGO THAT	Golf Town Canada Inc.		1673871

United States

Trademark	Owner of Record	Registration No.	Serial No.
APG	Golf Town Canada Inc.		86271663
WE CAN LOGO THAT	Golf Town Canada Inc.		86269781