

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400745

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Luck Stone Corporation		05/16/2016	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Har-Tru, LLC		
<b>Street Address:</b>	5004 Monument Avenue, Suite 200		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23230		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1506092	CENTURY SPORTS INC.	
<b>Registration Number:</b>	3524594	CLAYTECH	
<b>Registration Number:</b>	2005694	COURTMASTER	
<b>Registration Number:</b>	1986857	COURTMASTER	
<b>Serial Number:</b>	86706151	COURTMASTER CLASSIC	
<b>Serial Number:</b>	86706165	COURTMASTER ELITE	
<b>Serial Number:</b>	86706180	COURTMASTER PRO	
<b>Serial Number:</b>	86706194	COURTMASTER ROYALE	
<b>Registration Number:</b>	1986858	MASTERSHADE	
<b>Registration Number:</b>	1477103	HAR-TRU	
<b>Registration Number:</b>	0998468	HAR-TRU	
<b>Registration Number:</b>	3099843	TENEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046971339		
<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>			
<b>Phone:</b>	804 697 1870		
<b>Email:</b>	julia.bishop@troutmansanders.com		
<b>Correspondent Name:</b>	Julia M Bishop, Troutman Sanders LLP		
<b>Address Line 1:</b>	600 Peachtree Street, NE, Suite 5200		
<b>TRADEMARK</b>			

CH \$315.00 1506092

<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216
<b>ATTORNEY DOCKET NUMBER:</b>	250265.000001
<b>NAME OF SUBMITTER:</b>	Julia M Bishop
<b>SIGNATURE:</b>	/jmb/
<b>DATE SIGNED:</b>	10/04/2016
<b>Total Attachments: 11</b> source=Har-Tru assignment agreement#page1.tif source=Har-Tru assignment agreement#page2.tif source=Har-Tru assignment agreement#page3.tif source=Har-Tru assignment agreement#page4.tif source=Har-Tru assignment agreement#page5.tif source=Har-Tru assignment agreement#page6.tif source=Har-Tru assignment agreement#page7.tif source=Har-Tru assignment agreement#page8.tif source=Har-Tru assignment agreement#page9.tif source=Har-Tru assignment agreement#page10.tif source=Har-Tru assignment agreement#page11.tif	

**INTELLECTUAL PROPERTY  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of May 16, 2016, is between Luck Stone Corporation, a Virginia corporation (the “Seller”), and Har-Tru, LLC, a Delaware limited liability company (the “Purchaser”).

**RECITALS**

Pursuant to the terms and conditions of that certain Sale and Purchase Agreement, dated as of May 16, 2016, by and among the Seller, the Purchaser and, solely with respect to Section 11.16 thereto, Tuckahoe Holdings, LLC, a Delaware limited liability company (the “Purchase Agreement”), the Seller has agreed to sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser has agreed to acquire and accept, all of the Seller’s rights, title and interest in and to the Transferred Assets, including without limitation, the Owned Intellectual Property. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises, and in connection with the Seller’s sale, transfer, conveyance, assignment and delivery of the Transferred Assets to the Purchaser by an instrument of even date herewith, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Seller hereby sells, assigns, transfers and sets over to the Purchaser all of its rights, title and interest in and to the Owned Intellectual Property, including without limitation those registered trademarks, domain names and patents identified on Exhibit A attached hereto, together with the Goodwill in connection with which the Owned Intellectual Property is used, including any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, dilution, misappropriation and any other violations of the Owned Intellectual Property, the right to sue for, collect, recover and receive all damages, profits, costs, fees, proceeds and other remedies associated therewith, any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Owned Intellectual Property, and all rights to file for, maintain, renew and extend registrations for the Owned Intellectual Property, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The Seller will provide to the Purchaser, its successors, assigns or other legal representatives, at the Purchaser’s sole cost and expense, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation) in the implementation or perfection of this Agreement.

In the event of any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

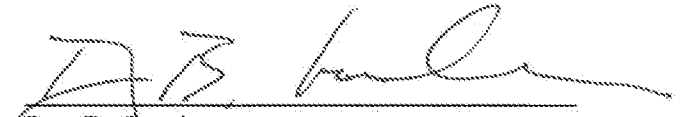
This Agreement will be governed by and construed and enforced in accordance with laws of the Commonwealth of Virginia without giving effect to conflict of laws principles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, 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 Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

**LUCK STONE CORPORATION**

By: \_\_\_\_\_



Roy B. Goodman  
Chief Financial Officer

**HAR-TRU, LLC**

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

**LUCK STONE CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**HAR-TRU, LLC**


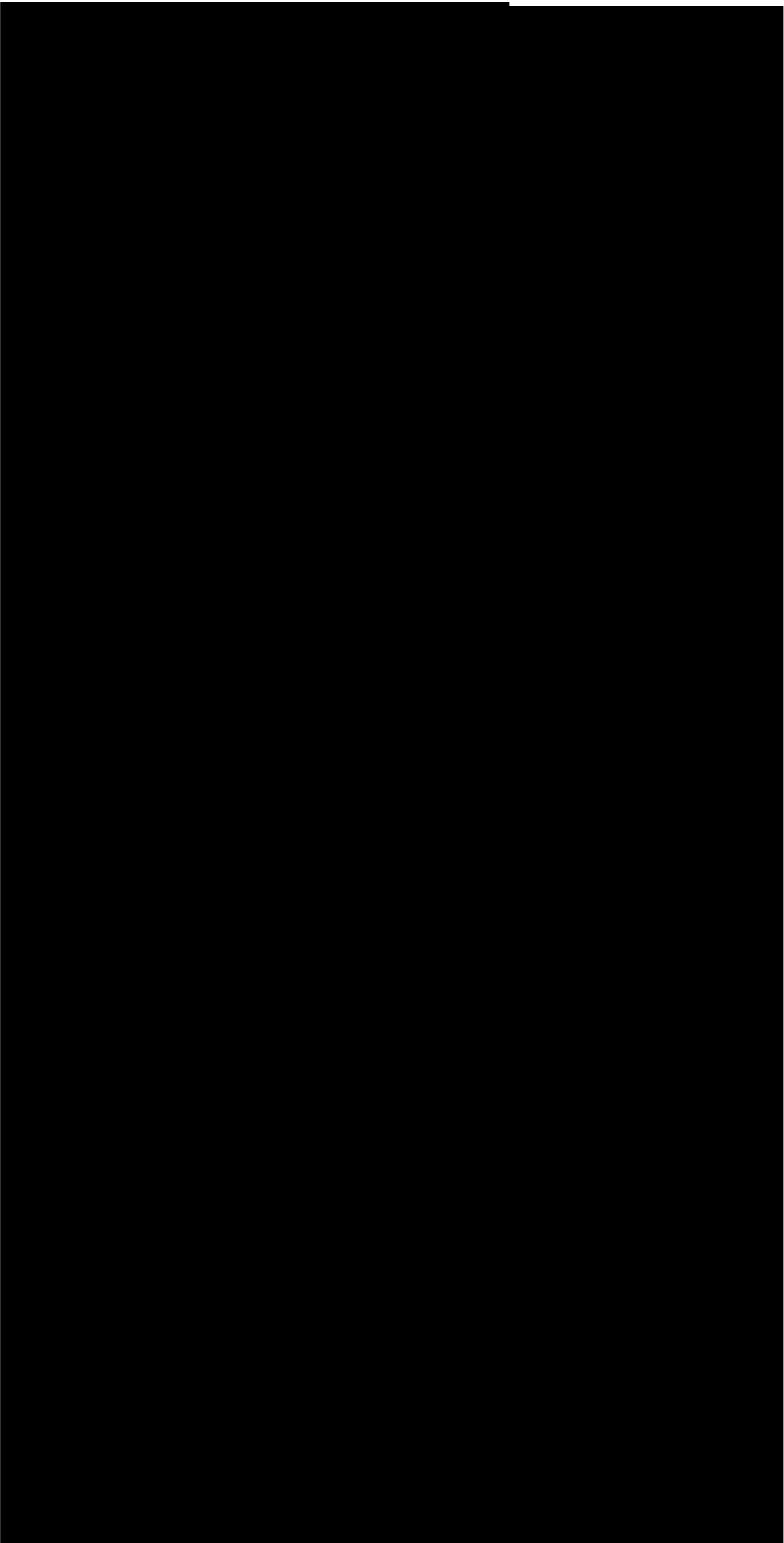
By:  \_\_\_\_\_  
Name: Stuart Farrell  
Title: President


EXHIBIT A



2. Trademark, service mark, trade name registrations and applications

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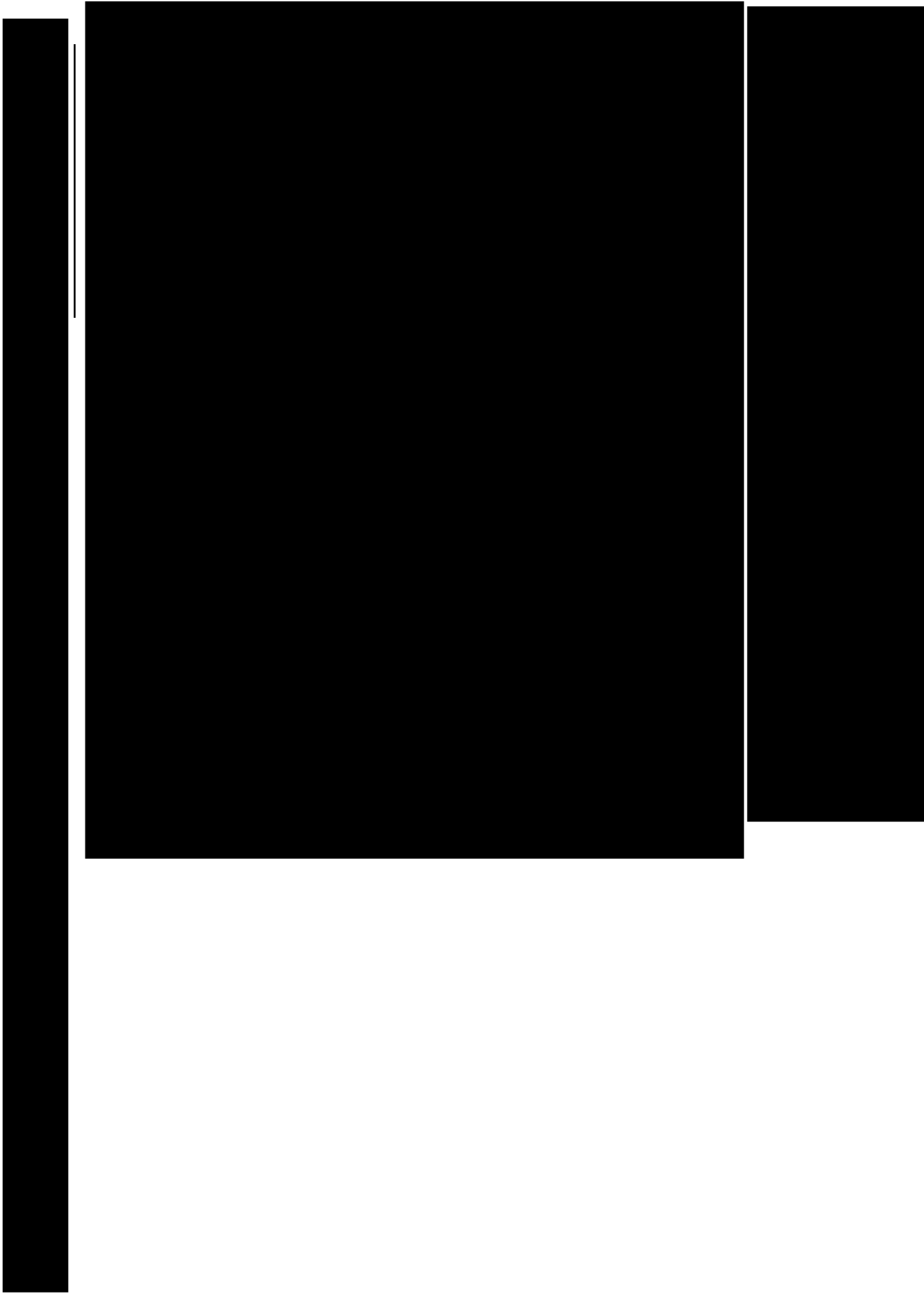


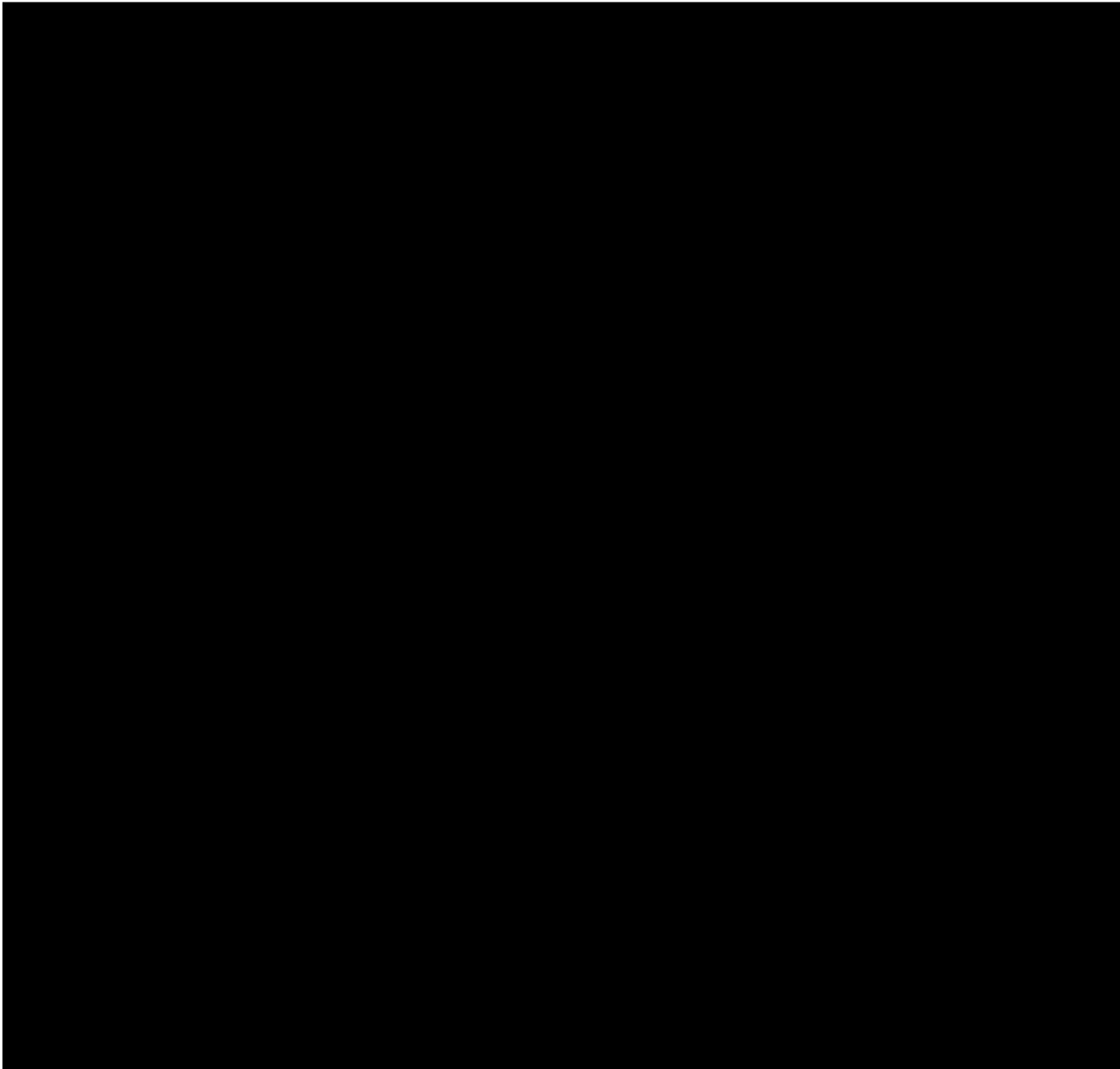
Country	Mark	Reg No./App No.]	Status
Canada	CLAYTECH	TMA736895	REGISTERED
Canada	HAR-TRU	TMA304684	REGISTERED
European Union	CLAYTECH	005412093	REGISTERED
European Union	HAR-TRU	004538369	REGISTERED
United States	CENTURY SPORTS INC. & Design 	1,506,092	REGISTERED
United States	CLAYTECH	3,524,594	REGISTERED
United States	COURTMASTER	2,005,694	REGISTERED
United States	COURTMASTER	1,986,857	REGISTERED
United States	COURTMASTER CLASSIC	[86/706,151]	ALLOWED Statement of Use filed 3/20/2016

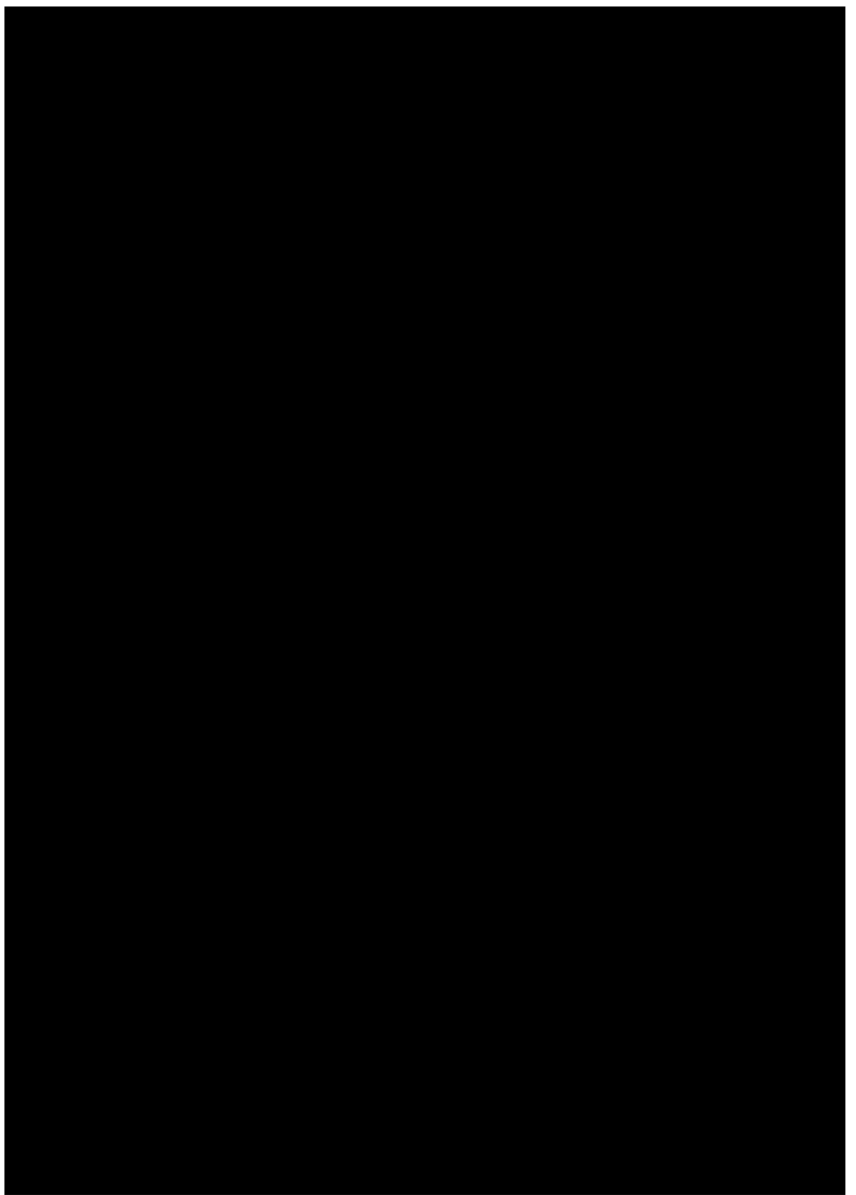
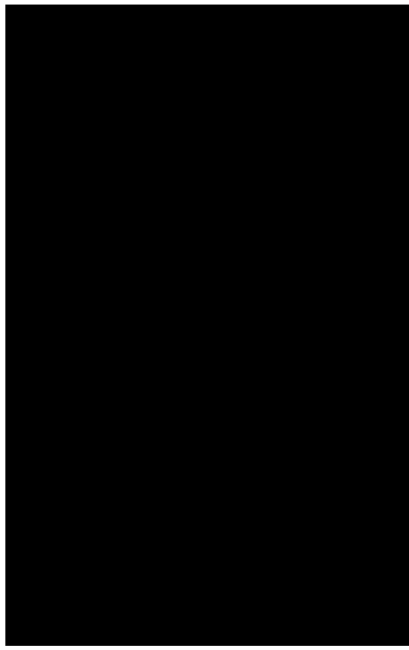


Country	Mark	Reg No./[App No.]	Status
United States	COURTMASTER ELITE	[86/706,165]	ALLOWED Statement of Use filed 3/20/2016
United States	COURTMASTER PRO	[86/706,180]	ALLOWED Statement of Use filed 4/14/2016
United States	COURTMASTER ROYALE	[86/706,194]	ALLOWED Statement of Use filed 3/20/2016
United States	MASTERSHADE	1,986,858	REGISTERED
United States	HAR-TRU	1,477,103	REGISTERED
United States	HAR-TRU	998,468	REGISTERED
United States	TENEX	3,099,843	REGISTERED
United States	AIRMASTER <sup>2</sup>	[86/706,138]	ALLOWED









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