

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orbit Enterprises, Inc.		01/03/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Cybergolf, LLC		
Street Address:	13024 Beverly Park Road		
Internal Address:	Suite 102		
City:	Mukilteo		
State/Country:	WASHINGTON		
Postal Code:	98275		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3348365	CYBERGOLF	
CORRESPONDENCE DATA			
Fax Number:	2158325763		
<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:	215-569-5763		
Email:	sbockert@blankrome.com		
Correspondent Name:	Shaun J. Bockert		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Shaun J. Bockert		
SIGNATURE:	/Shaun J. Bockert/		
DATE SIGNED:	01/04/2017		
Total Attachments: 14			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment"), dated as of January 3, 2017 (the "Effective Date"), is entered into by and between Orbit Enterprises, Inc. d/b/a Cybergolf, a Washington corporation ("Assignor") and Cybergolf, LLC, a Delaware limited liability company (together with its successors and assigns, "Assignee"). Each of the Assignor and Assignee is herein referred to individually as a "Party" and together as the "Parties."

BACKGROUND

- A. Assignor owns all rights, including Intellectual Property Rights, in the Assigned IP;
- B. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), pursuant to which Assignor has agreed to execute and deliver this Assignment; and
- C. Assignor wishes to assign to Assignee all rights, including Intellectual Property Rights, in the Assigned IP, and Assignee wishes to acquire such rights.

AGREEMENT

Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, including that under the Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

1. Definitions.

1.1. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement.

1.2. "Assigned IP" means all Intellectual Property Rights used in the operation of the Operation, including the Copyrights, Domain Names, Marks, and Software.

1.3. "Copyrights" means the works and accompanying registrations and applications for registration set forth on Exhibit A attached hereto.

1.4. "Domain Names" means the domain name URLs registered by or for the benefit of Assignor, as set forth on Exhibit B attached hereto.

1.5. "Intellectual Property Rights" means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not registered or otherwise perfected, including all: (a) rights associated with works of authorship, including copyrights, moral rights, and all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (b) rights and

goodwill associated with trademarks, service marks, trade names, brand names, logos, trade dress, other indicia of origin, and all registrations and applications for registration of such trademarks; and (c) rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

1.6. "Marks" means the trademarks, trade names, service marks, brand names, logos, trade dress, and marks, whether registered or unregistered, specified in Exhibit C attached hereto, together with all applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same, all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to all of the foregoing rights.

1.7. "Software" means the computer programs, operating systems, applications, systems, firmware and software of any nature, whether operational, active, under development or design, non-operational or inactive, identified on Exhibit D attached hereto, including all object code, source code, comment code, algorithms, processes, formulae, interfaces, navigational devices, menu structures or arrangements, icons, operational instructions, scripts, commands, syntax, screen designs, reports, designs, concepts, visual expressions, technical manuals, test scripts, user manuals and other documentation therefore, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature and all databases necessary or appropriate to operate any such computer program, operating system, applications system, firmware or software.

2. Assignment of Assigned IP.

2.1. Assignment. Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all of its rights (including all Intellectual Property Rights), good and marketable title, and interest in and to the Assigned IP, together with all goodwill in connection therewith, free and clear of any liens, security interests, encumbrances or claims of others, and Assignor reserves no rights in any of the Assigned IP. Assignor hereby waives all paternity, integrity, moral and other similar rights that it may have now, or in the future, in the works of authorship that are embodied in the Assigned IP.

2.2. Recordation. Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Assigned IP and to issue all registrations for the Assigned IP, to be in the name of Assignee, as assignee of the Assigned IP, for the sole use of Assignee in accordance with the terms of this Assignment. Assignor shall promptly execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names from the Assignor to the Assignee.

3. Further Assurances.

3.1. No Retained Intellectual Property Rights. Assignor hereby acknowledges that it retains no right to use the Assigned IP and agrees not to challenge the validity of Assignee's ownership of the Assigned IP or undertake any actions inconsistent with Assignee's ownership thereof. Upon each reasonable request by Assignee, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts as Assignee may deem necessary or desirable to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Assigned IP and all rights assigned hereunder, and render all necessary assistance in making application for and obtaining all Intellectual Property Rights related to the Assigned IP in Assignee's name and for its benefit.

3.2. Power of Attorney. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, that Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by that Assignor.

3.3. Assignment of Agreements. Assignor agrees that, upon the reasonable request of Assignee, it shall, at Assignee's expense, take such actions as reasonably necessary to allow Assignee to obtain the benefits of and assume the obligations under any agreement between it and any of its current or former employees or consultants related to its rights in and to the Assigned IP.

4. Miscellaneous.

4.1. No Impact on Terms of Agreement. Notwithstanding any provision to the contrary set forth herein or in the Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the Parties) set forth in the Agreement, this Assignment being intended solely to effect the transfer of the Assigned IP strictly in accordance with the terms of the Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail and govern.

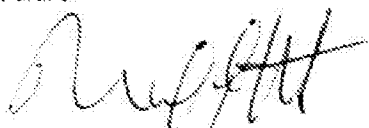
4.2. Counterparts. This Assignment may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above

ASSIGNEE:

CYBERGOLF, LLC

Signature:  _____

Name: Neil Platt

Title: Chief Executive Officer

ASSIGNOR:

ORBIT ENTERPRISES, INC. D/B/A CYBERGOLF

Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

ASSIGNEE:

CYBERGOLF, LLC

Signature: _____

Name: Neil Platt

Title: Chief Executive Officer

ASSIGNOR:

ORBIT ENTERPRISES, INC. D/B/A CYBERGOLF

Signature:  _____

Name: DAN MURRIAN

Title: CEO

EXHIBIT A

Copyrights

None.

EXHIBIT B

Domain Names

Cybergolf.com
advancegolfpartners.com
alabamagolfspecials.com
albuquerquegolfspecials.com
arkansasgcsa.org
arkansasgolfspecials.com
ashbrookgolfcourse.com
atlantagolfspecials.com
atlanticcitygolfspecials.com
austingolfspecials.com
baltimore-dcgolfspecials.com
barrel19.com
barrel19bistro.com
barrelnineteen.com
bellinghamgolfspecials.com
bodegayachtclub.com
bostongolfspecials.com
bpcountryclub.com
buenaventuragolf.com
butterfieldtrailgolf.com
butterflygrille.com
californiagolfspecials.com
canyonsatcarlsbad.com
canyonsatthecrossings.com
caparracc.com
caribbeangolfassociation.com
caribbeangolfassociation.net
caribbeangolfassociation.org
carlsbadgolfclub.com
carolinanationalgolf.com
carsonvalleygolf.com
cbsmithgolf.com
cgagolf.org
cgbroadcast.com
cgbroadcast.net
cgmarketingsystems.com
cgshops.com
cgtxt.com
championsgatehoa.com
chapelridgegolfclub.com
charlestongolfspecials.com
chicagogolfspecials.com
cincinnatiatgolfspecials.com
coloradogolfspecials.com
colwoodgolf.com
colwoodgolfcenter.com
connecticutgolfspecials.com

coppercovehoa.com
cutshot.com
cybergolfbusiness.com
cybergolfcentral.com
cybergolfcities.com
cybergolfhelp.com
cybergolfinks.com
cybergolfnews.com
cybergolfsearch.com
cybergolftravel.com
cybergolftv.com
dailydealrev.com
dailydealteetimes.com
dallas-ftworthgolfspecials.com
dealapp.deals
dealrev.com
delawaregolfspecials.com
denvergolfspecials.com
desertrosegolf.com
detroitgolfspecials.com
drydenparkgolfcourse.com
eagle-ridgegc.com
excelsiorgolf.com
fairwayadvisors.com
floridagolfspecials.com
gallopinghillgolfcourse.com
gcow.org
georgiogolfspecials.com
goldmt.com
golfbusinessstools.com
golfcourseapps.com
golfeagleridgegolfclub.com
golfemailmarketing.com
golflooper.com
golfnevada.org
golfonthesantafetrail.com
golffrev.com
golffrev.net
golfridgecreek.com
golfssearchengine.com
golffhewilderness.com
golffrevisobay.com
golfftrivia.com
golffvite.com
golfwestminsterlegacyridge.com
golfwestminstertheheritage.com
golfwildwings.com
granparadisohoa.com
hartfordgolfspecials.com
hawaiigolfspecials.com
hickoryhillcc.com

hiltonheadgolfspecials.com
houstongolfspecials.com
idahogolfspecials.com
illinoisgolfspecials.com
indianagolfspecials.com
iowagolfspecials.com
jacksonvillegolfspecials.com
kansascitygolfspecials.com
kansasgolfspecials.com
kentuckygolfspecials.com
kingcartergolfclub.com
knollgolfclub.com
knoxvillegolfspecials.com
la-orangecountygolfspecials.com
lakejacksongolf.com
landscapes40.com
lasvegasgolfspecials.com
leavenworthgc.com
libertyhillsgc.com
lighthousecountryclub.com
linksatbodegaharbour.com
littlerockgolfspecials.com
louisianagolfspecials.com
madisongolfspecials.com
mainegolfspecials.com
marylandgolfspecials.com
massachusettsgolfspecials.com
mauigolfspecials.com
mccallgolfclub.com
meadowsfarmsgolfcourse.com
medfordgolfspecials.com
miamigolfspecials.com
michigangolfspecials.com
minnesotagolfspecials.com
mississippigolfspecials.com
missourigolfspecials.com
mobileteetimes.com
mobileteetimes.mobi
mobileteetimes.net
mobiletime.com
mobiletimes.com
modestogolfcourses.com
monarchdunes.com
monarchdunesclub.com
monarchdunesgolf.com
monarchdunesgolfclub.com
monarchdunesgolfcourse.com
monarchdunesresort.com
montanagolfspecials.com
montereygolfspecials.com
montrosebridges.com

msupgm.com
mycybergolf.com
mygolfspecials.com
naplesgolfspecials.com
nashvillegolfspecials.com
nebraskagolfspecials.com
nevadagolfspecials.com
newjerseygolfspecials.com
newmexicogolfspecials.com
newyorkgolfspecials.com
ngesa.org
nobarter.com
nobarterteetimes.com
northcarolinagolfspecials.com
northwestgolfrange.com
noteetimebarter.com
oasischampionsgate.com
oeincorporated.com
ohiogolfspecials.com
oklahomagolfspecials.com
olivaslinks.com
olympiagolfspecials.com
omahagolfspecials.com
orbitenterprisesinc.com
orchardridgecc.com
oregongolfspecials.com
orlandogolfspecials.com
palmcoasttenniscenter.com
palmdesertgolfacademy.com
palmharborgolfclub.com
palmspringsgolfspecials.com
pennsylvaniagolfspecials.com
philadelphiagolfspecials.com
phoenixgolfspecials.com
pinehurstgolfspecials.com
plantationlakesclub.com
plantationlakesgolf.com
plantationlakeshoa.com
portlandgolfspecials.com
preservegc.com
pushmydeal.com
pushmydeals.com
pushmyoffers.com
pushyourdeal.com
ratliffanchgolfodessa.com
redknotrestaurant.com
reflectionislesflhoa.com
renogolfspecials.com
rgactx.com
richlandgolfspecials.com
richmondgolfspecials.com

ridgecrestgolf.com
riosecco.net
riverstrandcountryclub.com
robperry.com
rockledgeclub.com
royalgolfcc.com
royalgolfcountryclubs.com
royalgolfgroup.com
sacramentgolfspecials.com
sagamoreliving.com
sanantoniogolfspecials.com
sandcreekgolfclub.com
sandcreekgolfcourse.com
sandiegogolfspecials.com
sanfranciscogolfspecials.com
sanjosegolfspecials.com
santafegolftrail.com
santafetrailgolf.com
segcoa.com
seattlegolfspecials.com
sendanoffer.com
sendyouoffer.com
skywaygolfcourse.com
snapadealoffer.com
snapgolfdeals.com
snapshotdeal.com
snaptheoffer.com
sonomabeachweddings.com
southcarolinagolfspecials.com
spotthatshot.com
springhillcollegegolfcourse.com
springhollowgolf.com
stadiumrev.com
stocktongolfcourses.com
tampagolfspecials.com
tennesseegolfspecials.com
textgolfer.com
thebridgesgolf.net
thechattahoocheeriverclub.com
thecreeksidegolfcourse.com
thecrossingsatcarlsbad.com
thecrossingsatcarlsbadgolfclub.com
thecrossingsgolfclubatcarlsbad.com
thecrossingsgolfreservations.com
thelearningcenteratgallopinghill.com
thelegacyresortatfrenchmanhills.com
thelinksatbodegaharbour.com
thepreservegolf.com
therockledgeclub.com
thesagamoreclub.com
thetrailsoffrisco.com

thewildernessgc.com
thirdscreenonline.com
threefingerjacks.com
timberpointgolfcourse.com
trevisobayhoa.com
tucsongolfspecials.com
tulsagolfspecials.com
tumwatergc.com
tumwatervalleygc.com
universityclub-arlington.com
utahgolfspecials.com
venturagolfcourses.com
venturagolfspecials.com
vernonhillsgolf.com
viriniagolfspecials.com
waldengolfclub.com
washingtongolfspecials.com
westridgegolfcourse.com
westviriniagolfspecials.com
whitewitchgolf.com
whitewitchgolf.net
wichitagolfspecials.com
widowswalkgolf.com
wildwingsgolf.com
wildwingsgolfclub.com
wilmingtongolfspecials.com
wisconsin4golf.com
wisconsingolfspecials.com
wwncgolf.com

EXHIBIT C
Marks

Registered Trademarks:

Mark	Country	Registration Number (Application Number)	Registration Date (Filing Date)
CYBERGOLF	United States	3,348,365	December 4, 2007

Unregistered Trademarks:

GolfRev, TextGolfer, DealRev, and an expired service mark for the Cybergolf logo, which was filed under US Serial Number 75052488.

EXHIBIT D

Software

The following software platforms and systems:

- Website Hosting platform
- Email Marketing System
- E-Commerce System
- GolfRev
- DealRev
- TextGolfer
- Tee Time Booking Engines
- Online Tee Sheet