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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM496359

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scott Gottschalk		08/05/2013	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	TGIB Marketing, Inc., DBA Rock Bottom Golf	
Street Address:	1250 Scottsville Road, Ste. 3	
City:	Rochester	
State/Country:	NEW YORK	
Postal Code:	14624	
Entity Type:	Corporation: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85882626	AMMO BOX

CORRESPONDENCE DATA

Fax Number: 5852322152

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.

Phone: 5852311382

Email: kshimomura@hselaw.com
Correspondent Name: Kimberly I. Shimomura
Address Line 1: 1600 Bausch & Lomb Place
Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER: 97866.000027	
NAME OF SUBMITTER:	Jessica C. Mendola
SIGNATURE:	/Jessica C. Mendola/
DATE SIGNED:	11/01/2018

Total Attachments: 3

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> TRADEMARK REEL: 006476 FRAME: 0623

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this fifth day of August, 2013, by and between Scott Gottschalk, DBA Golf Ball Zone, an individual residing at 125 Docal 240 Crosshela Circle, Florida ("Gottschalk"), and TGIB Marketing, Inc., DBA Rock Bottom Golf ("TGIB").

WITNESSETH:

WHEREAS, Gottschalk owns certain rights, title, and interest in and to the trademark listed in Schedule A attached hereto (the "Mark"), the application associated with the Mark and having the serial number listed in Schedule A (the "Application"), and the goodwill associated therewith (collectively, the Mark and the Application shall be referred to herein as the "Trademark");

WHEREAS, TGIB desires to obtain all of Gottschalk's right, title, and interest in and to the Trademark and the goodwill associated therewith; and

WHEREAS, Gottschalk is willing to assign its right, title, and interest in and to the Trademark, and the goodwill associated therewith to TGIB.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Gottschalk hereby sells, assigns, and transfers to TGIB all of Gottschalk's right, title, and interest worldwide in and to the Trademark and the goodwill associated with the Trademark.
- Gottschalk's Duties. Gottschalk agrees to execute any additional legal documents necessary to perfect TGIB's ownership of the Trademark and the goodwill.
- 3. Past Damages. Gottschalk hereby sells, assigns, and transfers to TGIB all of Gottschalk's rights to sue and recover any past damages associated with the Trademark, such as but not limited to trademark infringement damages.

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- 4. <u>Governing Law.</u> This Assignment shall be governed by New York State law, excluding its conflicts of law principles, except for any portion hereof that is governed solely by Federal law in which case such law shall govern.
- 5. Miscellaneous. The invalidity or illegality of any provision of the Assignment shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect. All notices given under this Assignment shall be in writing and sent postage pre-paid to the parties at their respective addresses set forth above. The section headings herein are provided for convenience only and have no substantive effect on the construction of the Assignment. This Assignment may be amended only in a writing signed by authorized representatives of both parties. There are no representations, warranties, or obligations of either party not expressly contained herein. The provisions of this Assignment that by their nature would survive its termination or expiration will survive indefinitely.

IN WITNESS WHEREOF, this instrument has been duly executed and is effective as of the date first above written.

Scott Gottschalk, DBA Golf Ball Zone

Date: 8/5//3

<u>Schedule A</u>

·	Trademark/Service Mark	Application No.
	AMMO BOX	Serial No. 85882626

TRADEMARK REEL: 006476 FRAME: 0626

RECORDED: 11/01/2018