

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Golf Shipyard, LLC		01/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HGC Shipyard, LLC		
Street Address:	100 Saint Paul Street, Suite 800		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1528399	SHIPYARD	
Registration Number:	1539674	SHIPYARD GOLF CLUB	
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>			
Phone:	3124636242		
Email:	uspt@polsinelli.com		
Correspondent Name:	Monica Gutierrez		
Address Line 1:	150 N. Riverside Plaza, Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	103749631970		
NAME OF SUBMITTER:	Monica Gutierrez		
SIGNATURE:	/Monica Gutierrez/		
DATE SIGNED:	03/13/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”) is dated as of January 30, 2020 (the “**Closing Date**”), by and between **HERITAGE GOLF SHIPYARD, LLC**, a Delaware limited liability company (“**Seller**”) and **HGC SHIPYARD, LLC**, a Delaware limited liability company (“**Buyer**”). All capitalized terms used but not otherwise defined in this Assignment will have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

A. Reference is made to that certain Amended and Restated Purchase and Sale Agreement, dated as of January 18, 2020 by and among (i) HERITAGE GOLF PRESTANCIA, LLC, a Delaware limited liability company, HERITAGE GOLF TAMPA BAY, LLC, a Delaware limited liability company, HERITAGE GOLF PORT ROYAL, LLC, a Delaware limited liability company, HERITAGE GOLF OYSTER REEF, LLC, a Delaware limited liability company, HERITAGE GOLF SHIPYARD, LLC, a Delaware limited liability company, and HERITAGE GOLF DOMINION, LLC, a Delaware limited liability company, as sellers, and (ii) HGC HOLDINGS, LLC, a Delaware limited liability company (f/k/a H GOLF HOLDINGS, LLC), HGC PRESTANCIA, LLC, a Delaware limited liability company, HGC TPC TAMPA BAY, LLC, a Delaware limited liability company, HGC PORT ROYAL, LLC, a Delaware limited liability company, HGC OYSTER REEF, LLC, a Delaware limited liability company, HGC SHIPYARD, LLC, a Delaware limited liability company, and HGC DOMINION, LLC, a Delaware limited liability company, as buyers (the “**Purchase Agreement**”), to, among other things, provide for the sale by Seller to Buyer of the Property (as such term is defined in the Purchase Agreement), including but not limited to, Seller’s Intellectual Property Rights (as defined herein).

B. This Assignment is being executed and delivered pursuant to Section 14(a)(10) of the Purchase Agreement.

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

1. **Transfer of the Intellectual Property.** Effective on the Closing Date, Seller hereby sells, assigns, conveys, transfers and delivers to Buyer all of Seller’s right, title and interest, if any, in and to all trademarks and service marks (and all goodwill associated therewith and all registrations and applications therefor), trade names, trade dress, Internet domain names, social media accounts and trade secrets relating to the Property (the “**Intellectual Property Rights**”), including without limitation the Intellectual Property Rights set forth on Schedule A hereto, and Buyer hereby accepts the foregoing assignment.

2. **Grant of Rights to the Intellectual Property Rights.** Seller grants, conveys, transfers, alienates and assigns to Buyer, for and throughout the world, Seller’s right, title and interest (legal, equitable, use and otherwise) in and to any and all: (a) rights to file and register the Intellectual Property Rights in Buyer’s names with any third party or Governmental

Authority; (b) rights to record the transfers made under this Assignment in any other public offices of any Governmental Authority throughout the world with respect to the Intellectual Property Rights; (c) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property Rights, as well as all other claims and rights to damages associated with the Intellectual Property Rights, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (d) goodwill associated with the Intellectual Property Rights.

3. **Further Assurances**. Seller agrees, at no cost to Seller, to execute, acknowledge and deliver to Buyer such further instruments and documents which relate to the Intellectual Property Rights as set forth in this Assignment as Buyer may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Buyer's rights to the Intellectual Property Rights and all claims or rights thereunder.

4. **Counterparts**. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. Counterparts may be executed by hand or by any electronic signature. Executed counterparts may be delivered via facsimile, electronic mail or other similar transmission method, and any executed counterpart so delivered will be valid and effective for all purposes. The parties agree that the use of any electronic signature (including www.docuSign.com), or the use of a facsimile machine, electronic mail or other similar transmission method as a means to deliver a signature to this Assignment or any amendment to this Assignment does not create a defense to the formation or enforceability of a contract and each party forever waives any such defense.

5. **Governing Law**. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

6. **Binding Effect**. This Assignment will be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.


7. **Conflicts**. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, or, in general, any of the rights and remedies, any of the representations or warranties and any of the obligations and indemnifications of the parties set forth in the Purchase Agreement. This Assignment is intended only to effect the transfer of certain intellectual property rights transferred, assigned and assumed pursuant to the Purchase Agreement and shall be subject to and governed entirely in accordance with the terms and provisions of the Purchase Agreement.

[Signatures on the following pages]

IN WITNESS WHEREOF, Seller and Buyer have executed this Intellectual Property Assignment Agreement as of the date first set forth above.

SELLER:

HERITAGE GOLF SHIPYARD, LLC,
a Delaware limited liability company

By: 
Name: Shaddick Butte
Title: Chief Financial Officer

{Additional Signature Page to follow.}

BUYER:

HGC SHIPYARD, LLC,
a Delaware limited liability company

By: Mark Burnett

Name: Mark Burnett

Title: President

Schedule A

Domain Names:

shipyardgolf.club
shipyardgolf.com
shipyardgolf.net
shipyardgolfclub.com
shipyardgolfclub.net

Service Marks:

“**Shipyard**”: Registration Number 1528399

“**Shipyard Golf Club**”; U.S. Registration Number 1539674