

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/30/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERITAGE GOLF GROUP, LLC		05/24/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE GOLF GROUP, INC.		
Street Address:	6005 Hidden Valley Road		
Internal Address:	Suite 115		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2544575	HERITAGE GOLF GROUP	
Registration Number:	2626325	H E R I T A G E GOLF GROUP	
Registration Number:	2605336	HERITAGE GOLF GROUP	
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:	312.463.6255		
Email:	hmaynard@polsinelli.com,ldayton@polsinelli.com		
Correspondent Name:	Hillary E. Maynard		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		
ATTORNEY DOCKET NUMBER:	107082653553		
NAME OF SUBMITTER:	Hillary E. Maynard		
SIGNATURE:	/Hillary E. Maynard/		
DATE SIGNED:	05/24/2023		

CH \$90.00 2544575

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), *nunc pro tunc* as of May 24th, 2023, is between HERITAGE GOLF GROUP, LLC Delaware Limited Liability Company having a principal place of business at 6005 Hidden Valley Road, Suite 115, Carlsbad, CA 92011 ("Assignor"), and HERITAGE GOLF GROUP, Inc., a Delaware Corporation having a principal place of business at 6005 Hidden Valley Road, Suite 115, Carlsbad, CA 92011 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks listed in Schedule A (the "Trademarks");

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over to Assignee *nunc pro tunc* effective as of January 30, 2020, the Assignor's entire right, title and interest in and to the Trademarks together with the Assignor's goodwill in connection with which the Trademarks are used, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Trademarks due or payable as of the date hereof or thereafter, including, without limitation, the right to assert claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives; provided that Assignor makes no representations or warranties either express or implied as to Assignor's right, title and interest in and to the Trademarks or Assignor's right to enter into this Assignment, and Assignor specifically disclaims any and all liability with respect to any infringement of the Trademarks.

2. Further Assurances. Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable Laws of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

4. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

5. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

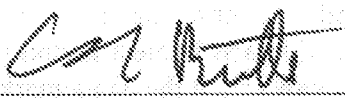
The parties have caused this Assignment to be signed and executed by their respective undersigned officers thereunto duly authorized on the date first written above.

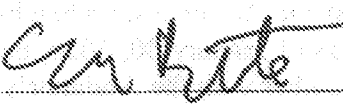
ASSIGNOR

ASSIGNEE

HERITAGE GOLF GROUP, LLC

HERITAGE GOLF GROUP, INC.

By: 

By: 

Name: Shad Butte

Name: Shad Butte

Title: CFO

Title: CFO

SCHEDULE A

(Trademarks)

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>
United States	HERITAGE GOLF GROUP & Design	2544575
United States	HERITAGE GOLF GROUP & Design	2626325
United States	HERITAGE GOLF GROUP	2605336