

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3189369

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GOLFSWITCH, INC.	04/30/2014
GOLFSWITCH INTERNATIONAL LIMITED	04/30/2014
RECEIVING PARTY DATA	
Name:	GOLF CONNECT, LLC
Street Address:	11101 W. 120TH AVENUE
Internal Address:	SUITE 300
City:	BROOMFIELD
State/Country:	COLORADO
Postal Code:	80021
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7016857
CORRESPONDENCE DATA	
Fax Number:	(303)223-1111
<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:	303-223-1100
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Correspondent Name:	JAMES A. PINTO
Address Line 1:	BROWNSTEIN HYATT FARBER SCHRECK, LLP
Address Line 2:	410 SEVENTEENTH STREET, SUITE 2200
Address Line 4:	DENVER, COLORADO 80202
ATTORNEY DOCKET NUMBER:	012336-0019
NAME OF SUBMITTER:	JAMES A. PINTO
SIGNATURE:	/ James A. Pinto /
DATE SIGNED:	01/20/2015
Total Attachments: 3	
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EXECUTION VERSION**PATENT ASSIGNMENT AGREEMENT**

This **PATENT ASSIGNMENT AGREEMENT** (this "Assignment Agreement"), dated as of April 30, 2014 (the "Effective Date"), is by and among GOLFSWITCH, INC., a Nevada corporation and GOLFSWITCH INTERNATIONAL LIMITED, an Irish company (each and collectively, "Assignor"), and GOLF CONNECT, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor owns the entire right, title and interest in and to a certain new and useful inventions, for which Assignor has made applications for and obtained U.S. Patent No. 7,016,857 issued March 21, 2006 entitled "Method and Device Implementing a Seamless User/Service Reservation Network" (the "GolfSwitch Patent");

WHEREAS, Assignee is desirous of acquiring the entire interest in and to the Patents and to the inventions disclosed or claimed in the Patents; and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, accept and take from Assignor, the Patents. The execution and delivery of this Assignment Agreement is a condition to the closing of the transactions contemplated by the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Effective as of the Closing, Assignor hereby sells, assigns, transfers, and sets over to Assignee, its lawful successors and assigns, Assignor's entire right, title and interest in and to the GolfSwitch Patent, including all related applications, extensions, renewals, reissues, together with all royalties and/or damages relating thereto now or hereafter, including without limitation any damages for patent infringement and future infringement, and any and all rights to sue for past infringement claims or future infringement claims on the terms and conditions set forth in the Purchase Agreement.

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States or the personnel of other appropriate bodies to record this Assignment as to the Patents to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Pursuant to Section 6.8 of the Purchase Agreement, Assignor will, and will cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of and give effect to the transactions contemplated by the Purchase Agreement and the other Transaction Documents.

4. In the event of a conflict between this Assignment Agreement and the Purchase Agreement, the Purchase Agreement will control.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Patent Assignment Agreement as of the Effective Date.

GOLFSWITCH, INC., a Nevada corporation

By:

Larry Lippon

Its:

Chief Executive Officer

STATE OF

Arizona

COUNTY OF

Maricopa

)

)

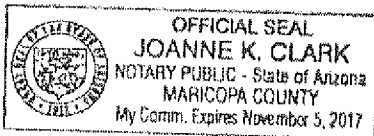
ss.

)

On April 30, 2014, before me, Joanne K. Clark, Notary Public, personally appeared, Larry Lippon, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 11/5/2017



Joanne K. Clark
Notary

[Signature page to Patent Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Patent Assignment Agreement
as of the Effective Date.

GOLF CONNECT, LLC, a Delaware limited
liability company

By: Open Tee, LLC, a Delaware limited
liability company
Its: Manager

By: Pete Estler
Its: Chief Executive Officer

STATE OF Colorado)
COUNTY OF Broomfield) ss.

On April 30, 2014, before me, Mary Kay Engel, Notary Public,
personally appeared, Pete Estler, personally known to me, or who proved to me on
the bases of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 3/29/2016

MARY KAY ENGEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924005814
MY COMMISSION EXPIRES 05/29/2016

[Signature page to Patent Assignment Agreement]