

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3581268

| | | |
|---|--------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | GOLF CONNECT, LLC | 09/03/2015 |
| RECEIVING PARTY DATA | | |
| Name: | EZLINKS GOLF LLC | |
| Street Address: | 401 SOUTH LASALLE STREET | |
| City: | CHICAGO | |
| State/Country: | ILLINOIS | |
| Postal Code: | 60605 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Patent Number: | 7016857 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (703)773-5200 | |
| <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: | 703-773-4000 | |
| Email: | patentschgo@dlapiper.com | |
| Correspondent Name: | JENNIFER LACROIX | |
| Address Line 1: | P.O. BOX 2758 | |
| Address Line 4: | RESTON, VIRGINIA 20195 | |
| ATTORNEY DOCKET NUMBER: | 392866-000001 | |
| NAME OF SUBMITTER: | YING MAI | |
| SIGNATURE: | /ying.mai/ | |
| DATE SIGNED: | 10/22/2015 | |
| Total Attachments: 6 | | |
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**INTELLECTUAL PROPERTY ASSIGNMENT AND
DOMAIN NAME ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Intellectual Property Assignment and Domain Name Assignment and Assumption Agreement (this “Agreement”), is made and entered into as of September 3, 2015 (the “Effective Date”), by and between Open Tee, LLC, a Delaware limited liability company having a principal place of business at 5000 Sawgrass Village Circle, Ponte Vedra Beach, FL 32082, Golf Connect, LLC, a Delaware limited liability company having a principal place of business at 5000 Sawgrass Village Circle, Ponte Vedra Beach, FL 32082 (each an “Assignor,” collectively the “Assignors”), and EZLinks LLC, a Delaware limited liability company having a principal place of business at 401 South LaSalle Street, Chicago, IL 60605 (“Assignee”). Each of Assignee and Assignor may be referred to herein as a “Party” and together as the “Parties.”

WHEREAS, Assignors are the current owner of the entire right, title, and interest in and to the intellectual property listed on **Schedule A** attached hereto (collectively, the “Intellectual Property Assets”); and

WHEREAS, pursuant to that certain Contribution Agreement dated August 31, 2015, Assignors have agreed to convey, assign, transfer and deliver to Assignee and its successors and assigns, and Assignee has agreed to acquire, assume and accept, all of Assignors’ right, title and interest in, to and under the Intellectual Property Assets.

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

1. **Assignment.**

Assignors do hereby sell, contribute, assign, and transfer to Assignee any and all of Assignors’ worldwide right, title and interest to, including all common law rights in, to and under, all of the Intellectual Property Assets, together with any and all (i) goodwill of the business symbolized by any marks or names thereof and (ii) rights and privileges granted with respect to and/or secured by any of the foregoing, including but not limited to any and all rights and privileges to (A) maintain and pursue enforceable rights in the Intellectual Property Assets, (B) file related or subsequent applications based on or claiming priority to the Intellectual Property Assets and (C) sue and recover for any past violation, with said rights to be held and enjoyed by Assignee, for Assignee’s own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would or could have been held and enjoyed by Assignors if this assignment had not been made.

2. **Further Assurances.**

(a) Assignors shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any (i) applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and (ii) domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee as contemplated hereby.

(b) To effectuate the assignment of the domain names included in the Intellectual Property Assets, Assignors agree to take any and all actions that are necessary to perfect the assignment of the domain names and/or to transfer control of the domain names to Assignee. These actions may include, but are not limited to, promptly (i) unlocking the domain names and providing the authorization code for the domain names to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignors by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain names to Assignee. Assignors agree to retain the registration for the domain names until they are effectively transferred to Assignee by the domain name registrar.

3. **Execution.** This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

4. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.

5. **Amendment and Waiver.** The provisions of this Agreement may be amended and waived only with the prior written consent of Assignors and Assignee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective legal representatives and successors.

signature page follows

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Agreement as of the Effective Date.

Open Tee, LLC (Assignor)

By: [Signature]

Name: John FECHTER

Title: CEO

Date: September 3, 2015

Golf Connect, LLC (Assignor)

By: [Signature]

Name: John FECHTER

Title: CEO

Date: September 3, 2015

EZLinks Golf LLC (Assignee)

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Agreement as of the Effective Date.

Open Tee, LLC (Assignor)

By: _____

Name: _____

Title: _____

Date: _____

Golf Connect, LLC (Assignor)

By: _____

Name: _____

Title: _____

Date: _____

EZLinks Golf LLC (Assignee)

By: _____

Name: Gary Cohen

Title: COO

Date: September 3, 2015

(Signature Page to Intellectual Property Assignment and Domain Name Assignment and Assumption Agreement)

SCHEDULE A

Patents:

GolfSwitch Patent – U.S. Patent No. 7016857, issued on March 21, 2006 (Application Serial No. 09/272922, filed on March 19, 1999).

Assumed Names, Trade Names, and Fictitious Names

GOLFSWITCH
GOLFHUB
GOLFHUB VACATIONS
OPEN TEE

Trademarks:

| Trademark | Serial / Registration No. | Registration Date | Jurisdiction |
|------------------------|--|--|--|
| GOLFHUB | 3,883,049 | Nov. 30, 2010 | USPTO |
| GOLFHUB | 1050921 | January 9, 2010 June 3, 2011 | Register of the Japan Patent Office |
| GOLFHUB | 1 050 921 1 050 922 | September 1, 2010 | Madrid Protocol |
| GOLFSWITC H | 1 050 923 | September 1, 2010 | Madrid Protocol |
| GOLFSWITC H | 75663344/23292 08 | March 22, 1999 | USPTO |

| Trademark | Serial/Registrat ion No. | Registration Date | Jurisdiction |
|------------------|-------------------------------------|------------------------------|---------------------|
| OPENTEE | 86196326 | February 18, 2014 | US |

Domain Names:

- emailgolf.com
- golfhub.com
- golfmailbox.com
- golfswitch.com
- GOLFHUBELITE.COM
- GOLFHUBVACATIONS.COM
- GOLFHUBVACATIONS.NET
- GOLFHUBVACATIONS.ORG
- GOLFPRISM.COM
- GOLFSWITCH.CO
- GOLFSWITCH.US
- MYTEETIMES.COM
- PRIVATECLUBHUB.COM
- PRIVATEGOLFHUB.COM
- PUBLICLINX.COM
- SWIFTGOLF.COM
- OPENTEE.COM