

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3855206

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CLUB-CONEX, INC.	10/30/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CLCO ACQUISITION LLC	
<b>Street Address:</b>	6834 FOREST HILLS ROAD	
<b>City:</b>	LOVES PARK	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	61111	
<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7207897	
<b>Patent Number:</b>	7857709	
<b>Patent Number:</b>	8046899	
<b>Patent Number:</b>	8562454	
<b>Application Number:</b>	14226519	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(815)654-5770	
<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>		
<b>Phone:</b>	8156335300	
<b>Email:</b>	rockmail@reinhartlaw.com	
<b>Correspondent Name:</b>	REINHART BOERNER VAN DEUREN P.C.	
<b>Address Line 1:</b>	2215 PERRYGREEN WAY	
<b>Address Line 4:</b>	ROCKFORD, ILLINOIS 61107	
<b>ATTORNEY DOCKET NUMBER:</b>	510841	
<b>NAME OF SUBMITTER:</b>	MICHAEL J. BAIMA	
<b>SIGNATURE:</b>	/Michael J. Baima/	
<b>DATE SIGNED:</b>	05/02/2016	
<b>Total Attachments: 7</b>		
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source=510841-Assignment-CLCO#page7.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT** (this “**Agreement**”) is made and entered into as of the 30<sup>th</sup> day of October, 2015 (the “**Effective Date**”), by and among **CLUB-CONEX, INC.**, a Illinois corporation (“**Seller**”), and **CLCO ACQUISITION LLC**, a Delaware limited liability company (“**Buyer**”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as hereinafter defined).

### BACKGROUND

**WHEREAS**, Seller is a party to that certain Asset Purchase Agreement, dated as of August 24, 2015 (as amended, the “**Purchase Agreement**”), by and among Buyer, Seller and Eric Burch, pursuant to which, among other things, Seller has agreed to execute this Agreement to Buyer wherein Seller hereby assigns, transfers and conveys to Buyer all right, title and interest in and to all Intellectual Property owned by, licensed by, licensed to or used by Seller as of the Closing, including, but not limited to, those Trademarks, Domain Names, Patents and Copyrights, and all common law rights associated therewith (“Assigned Intellectual Property”). Capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of and pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Upon and subject to the terms and conditions of the Purchase Agreement and this Agreement, Seller hereby irrevocably sells, conveys, transfers and assigns to Buyer all worldwide right, title and interest in and to the Assigned Intellectual Property, including but not limited to the following:

(a) the Trademarks, including the registrations and applications, set forth in Exhibit A hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth in Exhibit A hereto, the transfer of such applications accompanies the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) the domain names set forth in Exhibit B hereto (“Domain Names”);

(c) the Patents, including the applications and issuances set forth in Exhibit C hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(d) all Copyrights, including all rights identified in 17 U.S.C. § 106, and all applications or registrations therefore and renewals and extensions thereof, used or useful in the

Acquired Business, including any and all moral rights therein to the extent such moral rights are assignable;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Seller and Buyer hereby agree to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary to effectuate, carry out, and comply with the terms and conditions set forth in this Agreement.

3. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

4. This Agreement shall not be modified or amended except by an instrument in writing signed by Buyer and Seller or their respective successors and permitted assigns.

5. This Agreement and the Purchase Agreement contain the entire agreement of the parties with regard to the assignment and assumption of the Assumed Contracts and the Assumed Liabilities. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

6. Nothing contained in this Agreement, expressed or implied, shall be deemed to confer any rights or benefits upon any Person other than Buyer or Seller and their respective successors and assigns. This Agreement shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules.

8. This Agreement may be executed in one or more counterparts (whether facsimile, email (e.g., .pdf), other electronic means or original), each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Assignment of Intellectual Property Agreement as of the day and year first above written.

BUYER:

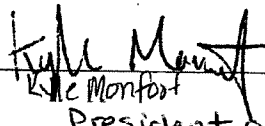
CLCO ACQUISITION LLC

By: True Spec Golf LLC, its sole member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Kyle Monfort

President and co-CEO

SELLER:

CLUB-CONEX, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signature Page to Assignment of Intellectual Property Agreement*

LEGAL:24702288\1

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Assignment of Intellectual Property Agreement as of the day and year first above written.

BUYER:


CLCO ACQUISITION LLC

By: True Spec Golf LLC, its sole member

By: \_\_\_\_\_  
Name:  
Title:

SELLER:

CLUB-CONEX, INC.

By:  \_\_\_\_\_  
Name: ERIC BURKETT  
Title: PRESIDENT

*Signature Page to Assignment of Intellectual Property Agreement*

**EXHIBIT A**  
**TRADEMARKS**

1. "Club Conex" and any related or similar trade name, trademark, service mark or logo
2. "Faz-Fit" and any related or similar trade name, trademark, service mark or logo
3. "Fuse-Fit" and any related or similar trade name, trademark, service mark or logo
4. "4-Play" and any related or similar trade name, trademark, service mark or logo
5. "Face Fit" and any related or similar trade name, trademark, service mark or logo
6. "Future-Fit" and any related or similar trade name, trademark, service mark or logo
7. "Uni-Fit" and any related or similar trade name, trademark, service mark or logo

## EXHIBIT B

### DOMAIN NAME REGISTRATIONS

Domain Name	Expiration Date
www.clubconex.com	-



## **EXHIBIT C**

### **PATENTS**

1. US Patent #7,207,897 (“Golf Club Head and Shaft Connector and Method”)
2. US Patent #7,857,709 (“Universal Shaft and Head Connector”)
3. US Patent #8,046,899 (“Universal Shaft and Head Connector”)
4. US Patent #8,562,454 (“Golf Shaft Connector with Shaft Insertion”)
5. US Patent Pending Application – Attorney Docket #510025 (“Universal Connector for Adjustable Golf Clubs”) and any related inventions, ideas, creations, ideas, and works related to this application