

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7901845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JERRY MALLONEE	04/01/2023
RECEIVING PARTY DATA	
Name:	PRESTIGE FLAG MFG. CO. INC.
Street Address:	591 CAMINO DE LA REINA
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92108
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8740716
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:	8587208900
Email:	DOCKETING@SHEPPARDMULLIN.COM
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Address Line 1:	650 TOWN CENTER DRIVE, 4TH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	39HF-196418
NAME OF SUBMITTER:	HECTOR A. AGDEPPA
SIGNATURE:	/Hector A. Agdeppa/
DATE SIGNED:	04/14/2023
Total Attachments: 7	
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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of April 1, 2023 (the “Closing Date”), by and between Jerry M. Mallonee, Jr., a citizen and resident of North Carolina (“Assignor”), and Prestige Flag Mfg. Co. Inc., a California corporation (“Assignee”). Assignor and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of July 24, 2020, by and between Assignor and Assignee (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in, to and under certain Intellectual Property of Assignor; and

WHEREAS, this Agreement, as duly executed by Assignee and Assignor, is being delivered as of the date hereof by each Party to the other Party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained and intending to be legally bound hereby, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignors do hereby agree as follows:

1.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1 Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement. Assignment. Assignor hereby irrevocably contributes, transfers, assigns, and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under the following (collectively, “Acquired Rights”):

(i) the patents and patent applications listed on Schedule A hereto, all patents that issue from such patent applications, all derivatives, continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations, and renewals, of any of the foregoing, and all extensions, substitutions, reissues, re-examinations, and renewals, of any of the foregoing, and any other patents or patent applications from which any the patents and patent applications claim priority, or that claim priority from any of the patents and patent applications, and any inventions disclosed and claimed in any of the foregoing, in each case in any jurisdiction throughout the world (collectively “Acquired Patents”);

(ii) the trademark registrations and trademark applications listed on Schedule B hereto, and all goodwill associated therewith and symbolized by such trademarks registrations and trademark applications, and all rights, claims and privileges pertaining thereto, including, without limitation, the right to prosecute and maintain such trademark applications and trademark registrations (collectively “Acquired Trademarks”);

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

(iv) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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, misappropriation, violation, breach, or default; and

(v) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

1.3 Recordation. Assignor hereby authorizes Assignee to file at the United States Patent & Trademark Office and its counterparts in any applicable jurisdiction in the world, this Agreement.Deliverables. Upon execution of this Agreement, Assignor shall deliver to Assignee the original granted patents, for all Acquired Patents in such form and medium as requested by Assignee, together with a list of local prosecution counsel contacts, and all such other documents, correspondence, and information as are necessary to register, prosecute to issuance, own, enforce, or otherwise use the Acquired Rights, including any maintenance fees due and deadlines for actions to be taken concerning prosecution and maintenance of all Acquired Patents in the one hundred eighty (180) day period following the date hereof.

2.

MISCELLANEOUS

2.1 Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Agreement is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Purchase Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Agreement. To the extent any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.Authority. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the performance of such obligations will not conflict with or result in a breach of any agreement to which such Party is a party or is otherwise bound.

2.3 Title. Assignor represents and warrants that, to the extent such Acquired Patents and Acquired Trademarks have not already been assigned to Assignee, Assignor is the lawful owner of all right, title, and interest in and to the Acquired Patents and Acquired Trademarks, and has the unrestricted right to transfer the Intellectual Property rights transferred under this Agreement free and clear of any encumbrances, liens, or claims of any nature.

2.4 Further Assurances. Assignor and Assignee will, from time to time, at the request of the other and without further cost or expense to the requesting party, execute, acknowledge, deliver and perform such other instruments of conveyance and transfer, and take such other actions

as the other party may reasonably request, to implement the transactions contemplated hereby and to vest in Assignee good and valid title to the Intellectual Property assigned hereby. Governing Law. This Agreement, and all claims arising out of or related to this Agreement, whether sounding in tort, contract, or otherwise, shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws provisions thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written, to be effective as of the Closing Date.

ASSIGNEE:

Prestige Flag Mfg. Co. Inc.

By: 

Name: Mike Roberts

Title: President

ASSIGNOR:

By: 
Name: Jerry M. Mallonee, Jr.

Schedule A - Patents

Title	Owner	Status	Country	Patent #	Grant Date
Golf Ball Ejection Device	Jerry Mallonee	Active	US	8,740,716	06/03/2014

Schedule B - Trademarks

Mark	Owner	Status	Country	Registration #	Registration Date
Push N Putt	Jerry Mallonee, Jr.	Registered	US	85569796	05/21/2013

SMRH:4888-5041-1354.5
110322

RECORDED: 04/14/2023

PATENT
REEL: 063325 FRAME: 0841