

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM331339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Honours Golf Company, LLC		11/30/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Troon Golf, L.L.C.		
Street Address:	15044 North Scottsdale Road		
Internal Address:	Suite 300		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85254		
Entity Type:	: DELAWARE Limited Liability Company		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4077091	BECAUSE GOLF IS MORE THAN A GAME	
Registration Number:	4077092	HONOURS GOLF	
Registration Number:	4412918	HG HONOURS GOLF	
Registration Number:	4412922	H G	
CORRESPONDENCE DATA			
Fax Number:	6024952625		
<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:	6024952736		
Email:	cmcmorrow@jsslaw.com		
Correspondent Name:	Michael K. Kelly		
Address Line 1:	One East Washington Street, Suite 1900		
Address Line 2:	Jennings, Strouss and Salmon, PLC		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	61907-14, 15, 16, 17		
NAME OF SUBMITTER:	Michael K. Kelly		
SIGNATURE:	/Michael K. Kelly/		
DATE SIGNED:	02/06/2015		

CH \$115.00 4077091

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

between

BARRETT GOLF DEVELOPMENT, LLC
an Alabama limited liability company

and

JULIAN PROPERTIES, LP
a Georgia limited partnership

and

RLS GOLF PROPERTIES, LLC
a Georgia limited liability company

and

GARY D. SPIVEY

and

TROON GOLF, L.L.C.
a Delaware limited liability company

dated as of

November 30, 2014

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this "Agreement"), dated as of November 30, 2014, is entered into between Barrett Golf Development, LLC, an Alabama limited liability company ("Barrett"); Julian Properties, LP, a Georgia limited partnership ("Julian"); RLS Golf Properties, LLC, a Georgia limited liability company ("Shults"); Gary D. Spivey ("Spivey", and together with Barrett, Julian and Shults, collectively "Sellers"); and Troon Golf, L.L.C., a Delaware limited liability company ("Buyer").

WHEREAS, Sellers own 100% of the issued and outstanding membership interests (the "Membership Interests") of Honours Golf Company, LLC, a Georgia limited liability company (the "Company"); and

WHEREAS, Sellers wish to sell to Buyer, and Buyer wishes to purchase from Sellers, the Membership Interests, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this ARTICLE I:

"Company" has the meaning set forth in the Recitals.

"Company Intellectual Property" has the meaning set forth in Section 3.12(a).

“Intellectual Property” has the meaning set forth in Section 3.12(a).

“Intellectual Property Registrations” has the meaning set forth in Section 3.12(b).

ARTICLE II
PURCHASE AND SALE

Section 2.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, Sellers shall sell to Buyer, and Buyer shall purchase from Sellers, the Membership Interests, free and clear of all Encumbrances, for the consideration specified in Section 2.02.

Section 3.12 Intellectual Property.

(a) “**Intellectual Property**” means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world, including such property that is owned by the Company or Subsidiary (“**Company Intellectual Property**”) and that in which the Company and/or Subsidiary holds exclusive or non-exclusive rights or interests granted by license from other Persons, including the Sellers (“**Licensed Intellectual Property**”):

(i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing;

(ii) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority;

(iii) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; and

(iv) confidential information, know-how, methods and processes, whether or not patentable.

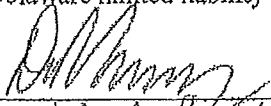
(b) Section 3.12(b) of the Disclosure Schedules lists all Company Intellectual Property that is either (i) subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction (collectively, "Intellectual Property Registrations"), including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing; or (ii) used in or necessary for the Company's or Subsidiary's current or planned business or operations. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. Sellers have provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.

(c) The Company and Subsidiary own, exclusively or jointly with other Persons, all right, title and interest in and to the Company Intellectual Property, free and clear of Encumbrances. The Company and Subsidiary are in material compliance with all legal requirements applicable to the Company Intellectual Property and the Company's or Subsidiary's ownership and use thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Membership Interest Purchase Agreement to be executed as of the date first written above.

BUYER:

TROON GOLF, L.L.C.
a Delaware limited liability company


By: DANA R. GARMANY
Its: CHAIRMAN & CEO

SELLERS:

Barrett Golf Development, LLC
an Alabama limited liability company

By: _____
Its: _____

Julian Properties, LP
a Georgia limited partnership

By: _____
Its: _____

RLS Golf Properties, LLC
a Georgia limited liability company

By: _____
Its: _____

Gary D. Spivey

Robert B. Barrett (as to Article V and VIII)

Robert E. Julian (as to Article V and VIII)

Robert L. Shults (as to Article V and VIII)

[Signature page to Membership Interest Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Membership Interest Purchase Agreement to be executed as of the date first written above.

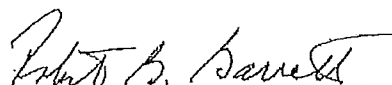
BUYER:

TROON GOLF, L.L.C.
a Delaware limited liability company

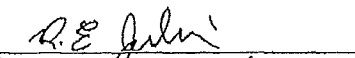
By: _____
Its: _____

SELLERS:

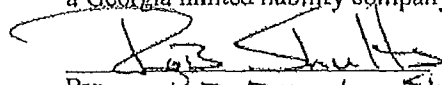
Barrett Golf Development, LLC
an Alabama limited liability company

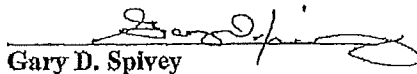

By: ROBERT B. BARRETT
Its: MANAGER

Julian Properties, LP
a Georgia limited partnership



By: ROBERT JULIAN
Its: MEMBER


RLS Golf Properties, LLC
a Georgia limited liability company


By: ROBERT L. SHULTS JR
Its: MANAGER


Gary D. Spivey

Robert B. Barrett (as to Article V and VIII)


Robert E. Julian (as to Article V and VIII)


Robert L. Shults (as to Article V and VIII)

[Signature page to Membership Interest Purchase Agreement]

List of Exhibits

Exhibit J Goodwill Purchase Agreement

List of Sections of the Disclosure Schedules

Section 3.12(b) Intellectual Property Registrations

Section 3.12 (b) Intellectual Property Registrations

Honours Golf Trademarks:

HG - Honours Golf tag logo	Reg. No. 4,412,918	Class 35,41,44
HG circle logo	Reg. No. 4,412,922	Class 44
Because Golf Is More Than A Game	Reg. No. 4,077,091	Class 41,44
HONOURS GOLF	Reg. No. 4,077,092	Class 41,44
HG circle logo	Reg. No. 3,422,190	Class 35
Because Golf Is More Than A Game	Reg. No. 3,422,193	Class 35
HONOURS GOLF	Reg. No. 2,518,767	Class 35