

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ernie L Deacon		08/10/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Christopher Marx		
Street Address:	310 w 2050 south		
City:	Perry		
State/Country:	UTAH		
Postal Code:	84302		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86656273	TRACER	
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:	4357203085		
Email:	chris@tracergolfusa.com		
Correspondent Name:	Chris Marx		
Address Line 1:	310 w 2050 south		
Address Line 4:	Perry, UTAH 84302		
NAME OF SUBMITTER:	Christopher Marx		
SIGNATURE:	/Christopher Marx/		
DATE SIGNED:	09/20/2021		
Total Attachments: 1			
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CONFIRMATORY TRADEMARK ASSIGNMENT
(NUNC PRO TUNC)

This CONFIRMATORY TRADEMARK ASSIGNMENT (the "Assignment") is entered into *nunc pro tunc*, effective as of the first day of January 2021, by and between Ernie L. Deacon, an individual with a principal address of 4112 Sunny Ridge Road, Nampa, Idaho 83686 ("Assignor"), in favor of Christopher Marx, an individual with a principal address of 310 West 2050 South, Perry, Utah 84302 ("Assignee"), with reference to the following facts and circumstances:

WHEREAS, Assignor owns all right, title and interest in and to the TRACER trademark, together with all applications and registrations therefor, including, without limitation, U.S. Trademark Registration No. 5,037,572 (the "Mark");

ADDITIONALLY WHEREAS, Assignor owns all right, title and interest in and to the STORMBRELLA trademark, together with all applications and registrations therefor, including, without limitation, U.S. Trademark Registration No. 5,023,779 (the "Mark");


WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Mark.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment of Mark. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Mark, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Mark, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns, to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registrations in connection with the Mark, and to secure in its own name the registrations granted thereon throughout the world. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Mark.

IN WITNESS WHEREOF, Assignor has executed this Assignment on this ___ day of August 2021.

Ernie L. Deacon

Signature: 

8/10/21

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