

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3063325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ACUSHNET COMPANY	09/16/2014
RECEIVING PARTY DATA	
Name:	KOREA DEVELOPMENT BANK, NEW YORK BRANCH
Street Address:	320 PARK AVENUE, 32ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 38	
Property Type	Number
Application Number:	29495270
Application Number:	29494218
Application Number:	29494215
Application Number:	29491686
Application Number:	29491174
Application Number:	29487233
Application Number:	14246327
Application Number:	14319200
Application Number:	14318781
Application Number:	14317407
Application Number:	14309066
Application Number:	14308909
Application Number:	14308847
Application Number:	14307827
Application Number:	14306645
Application Number:	14306194
Application Number:	14306188
Application Number:	14300111
Application Number:	14289946
Application Number:	14285871
Application Number:	14282369

PATENT

Property Type	Number
Application Number:	14282229
Application Number:	14282124
Application Number:	14280896
Application Number:	14278027
Application Number:	14277837
Application Number:	14275932
Application Number:	14271580
Application Number:	14269720
Application Number:	14257579
Application Number:	14254118
Application Number:	14253041
Application Number:	14248962
Application Number:	14248618
Application Number:	14248556
Application Number:	14248487
Application Number:	14246361
Application Number:	14243156

CORRESPONDENCE DATA

Fax Number: (949)567-6710

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.

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Address Line 2: IP PROSECUTION DEPARTMENT

Address Line 4: IRVINE, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	15630-13
NAME OF SUBMITTER:	BRADFORD S. BREEN
SIGNATURE:	/Bradford Breen/
DATE SIGNED:	10/14/2014

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of September 16, 2014 (this "Agreement"), is made by ACUSHNET COMPANY, a Delaware corporation (the "Grantor"), in favor of KOREA DEVELOPMENT BANK, NEW YORK BRANCH ("KDB NY"), as the administrative agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Senior Revolving Facilities Agreement, dated as of July 22, 2011 (as amended, modified, restated, consolidated, replaced or supplemented from time to time, the "Revolving Agreement"), among Alexandria Holdings Corp., a Delaware corporation, the Borrower, various financial institutions and other parties from time to time parties thereto (the "Revolving Lenders"), KDB NY, as administrative agent and security agent, and Korea Development Bank as Arranger, the Revolving Lenders have extended commitments to make credit extensions to the Borrower;

WHEREAS, pursuant to the Subscription Agreement, dated October 13, 2011, between the Grantor and Korea Development Bank, as the Mandated Lead Arranger (the "Lead Arranger"), the Grantor has authorized and the Lead Arranger has agreed to subscribe and pay for, or to procure subscriptions and payment for, certain secured floating rate notes (the "Notes") with a principal amount of \$500,000,000 to be issued in accordance with the Agency Agreement, dated as of October 31, 2011 (as amended, modified, restated, consolidated, replaced or supplemented from time to time, the "Agency Agreement") (the Agency Agreement, together with the Revolving Agreement shall be referred to herein as the "Financing Agreements"), between Borrower, and KDB Asia Limited. Any holder of such Note, a "Noteholder" and collectively, the "Noteholders," and together with the Revolving Lenders, collectively referred to herein as the "Secured Parties";

WHEREAS, in connection with the Financing Agreements, the Grantor has executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of October 31, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Financing Agreements and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns and pledges to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral"):

(a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all Proceeds of, and rights associated with, the foregoing (including license royalties and Proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in Canada. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to each of the Financing Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

ACUSHNET COMPANY

By: [Signature]
Name: Roland A. Giroux
Title: VP and Assist. General Counsel

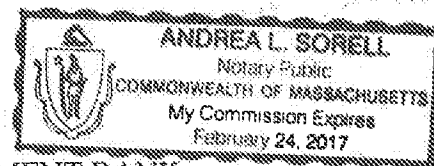
State of Massachusetts)
) ss.
County of Bristol)

Before me, a notary public, in and for said county, personally appeared the above named Roland A. Giroux who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed. In testimony whereof, I have hereunto subscribed my name on this 16 day of September, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]

Notary Public



THE KOREA DEVELOPMENT BANK,
NEW YORK BRANCH,
as Collateral Agent

By: [Signature]
Name: JAE IK KIM
Title: GENERAL MANAGER

SCHEDULE I
to Patent Security Agreement

Item A. Patents

U.S. Patent Applications

App. No.	Title of Invention	Filed Date	Country
29/495,270	GOLF GLOVE	30 Jun 2014	United States
29/494,218	GOLF SHOE UPPER	18 Jun 2014	United States
29/494,215	GOLF SHOE OUTSOLE	18 Jun 2014	United States
29/491,686	A PUTTER HEAD	22 May 2014	United States
29/491,174	GOLF SHOE UPPER	19 May 2014	United States
29/487,233	A PUTTER HEAD	07 Apr 2014	United States
14246327	GOLF BALL COMPRISING A CORE LAYER HAVING A HARDNESS GRADIENT AND TRANS GRADIENT	07 Apr 2014	United States
14/319,200	GOLF BALL WITH THIN MOISTURE VAPOR BARRIER LAYER	30 Jun 2014	United States
14/318,781	WEDGE TYPE GOLF CLUB HEAD	30 Jun 2014	United States
14/317,407	METHODS FOR MAKING POLYUREA AND POLYURETHANE POLYMERS AND GOLF BALLS PREPARED THEREFROM	27 Jun 2014	United States
14/309,066	COMPOSITIONS CONTAINING TRANSPARENT POLYAMIDES FOR USE IN MAKING GOLF BALLS	19 Jun 2014	United States
14/308,909	IMPROVED STRIKING FACE OF A GOLF CLUB HEAD	19 Jun 2014	United States
14/308,847	DEVICE AND METHOD FOR MARKING THE SURFACE OF A SPHERICAL OBJECT WHILE ROTATING THE SPHERICAL OBJECT IN ANY DIRECTION ABOUT ITS CENTER	19 Jun 2014	United States
14/307,827	LOW COMPRESSION GOLF BALL	18 Jun 2014	United States
14/306,645	GOLF BALL HAVING A THERMOPLASTIC POSITIVE HARDNESS GRADIENT INNER CORE LAYER AND A THERMOSET SHALLOW POSITIVE HARDNESS GRADIENT OUTER CORE LAYER	17 Jun 2014	United States
14/306,194	SET OF GOLF CLUBS	16 Jun 2014	United States
14/306,188	GOLF CLUB GROOVE CONFIGURATION	16 Jun 2014	United States
14/300,111	INTERCHANGEABLE SHAFT SYSTEM	09 Jun 2014	United States
14/289,946	MULTI-LAYERED GOLF BALLS MADE WITH A THIOL-ENE COMPOSITION	29 May 2014	United States

App. No.	Title of Invention	Filed Date	Country
14/285,871	BLENDS OF POLYAMIDE AND ACID ANHYDRIDE-MODIFIED POLYOLEFINS FOR USE IN GOLF BALLS	23 May 2014	United States
14/282,369	METAL WOOD CLUB	20 May 2014	United States
14/282,229	DUAL CORE GOLF BALL HAVING NEGATIVE-HARDNESS-GRADIENT THERMOPLASTIC INNER CORE AND SHALLOW POSITIVE-HARDNESS-GRADIENT THERMOSET OUTER CORE LAYER	20 May 2014	United States
14/282,124	GOLF CLUB HEAD WITH IMPROVED PERFORMANCE	20 May 2014	United States
14/280,896	IRON GOLF CLUB HEAD WITH IMPROVED PERFORMANCE	19 May 2014	United States
14/278,027	INTERCHANGEABLE SHAFT SYSTEM	15 May 2014	United States
14/277,837	PROCESS FOR MANUFACTURING GOLF BALLS HAVING A MULTI-LAYERED COVERS	15 May 2014	United States
14/275,932	MULTI-LAYER GOLF BALL	13 May 2014	United States
14/271,580	METAL WOOD CLUB	07 May 2014	United States
14/269,720	MULTI-LAYER CORE GOLF BALL	05 May 2014	United States
14/257,579	METAL WOOD CLUB	21 Apr 2014	United States
14/254,118	GOLF CLUB HEAD WITH REPLACEABLE FACE	16 Apr 2014	United States
14/253,041	PUTTER WITH INTEGRAL SIGHTLINE AND SOLE PLATE	15 Apr 2014	United States
14/248,962	METAL WOOD CLUB WITH IMPROVED MOMENT OF INERTIA	09 Apr 2014	United States
14/248,618	MULTI-LAYER CORE GOLF BALL	09 Apr 2014	United States
14/248,556	GOLF CLUB WITH IMPROVED WEIGHT DISTRIBUTION	09 Apr 2014	United States
14/248,487	MULTI-LAYER CORE GOLF BALL	09 Apr 2014	United States
14/246,361	IMPROVED FOAM-CORE GOLF BALLS	07 Apr 2014	United States
14/243,156	GOLF BALLS HAVING A CENTER WITH SURROUNDING FOAM OUTER CORE LAYER	02 Apr 2014	United States

Item B. Patent Licenses: None.