

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3317781

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ACUSHNET COMPANY	03/20/2015

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: 82

Property Type	Number
Patent Number:	8905862
Patent Number:	8907040
Patent Number:	8915803
Patent Number:	8915804
Application Number:	14505394
Application Number:	14505707
Application Number:	14506281
Application Number:	14506779
Application Number:	14506861
Application Number:	14506827
Application Number:	14509190
Application Number:	29504750
Application Number:	14511221
Application Number:	14512270
Application Number:	14516665
Application Number:	14520606
Application Number:	14523493
Application Number:	14522784
Application Number:	14522843
Application Number:	14523534

PATENT

Property Type	Number
Application Number:	14523152
Application Number:	14522654
Application Number:	14524001
Application Number:	14524960
Application Number:	14525753
Application Number:	14526388
Application Number:	14525265
Application Number:	14527835
Application Number:	14527857
Application Number:	14531238
Application Number:	14532141
Application Number:	14533282
Application Number:	14533189
Application Number:	14539198
Application Number:	14539321
Application Number:	29509224
Application Number:	29509308
Application Number:	14547186
Application Number:	29509554
Application Number:	29510142
Application Number:	29510149
Application Number:	29510299
Application Number:	29510305
Application Number:	14557534
Application Number:	14557688
Application Number:	29511043
Application Number:	14563646
Application Number:	14564328
Application Number:	14565355
Application Number:	14564348
Application Number:	14568021
Application Number:	14568215
Application Number:	14568238
Application Number:	29511861
Application Number:	14570110
Application Number:	14571610
Application Number:	29512295
Application Number:	14576571

Property Type	Number
Application Number:	14576800
Application Number:	14576324
Application Number:	14577035
Application Number:	14576349
Application Number:	14578787
Application Number:	29512639
Application Number:	29512642
Application Number:	29512646
Application Number:	29512651
Application Number:	14581090
Application Number:	14580841
Application Number:	14581917
Application Number:	14580894
Application Number:	14584379
Application Number:	14584822
Application Number:	14586289
Application Number:	14586537
Application Number:	14586478
Application Number:	14586354
Application Number:	14585688
Application Number:	14587490
Application Number:	14587360
Application Number:	14588137
Application Number:	14588317

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:	04/20/2015

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 20, 2015 (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.

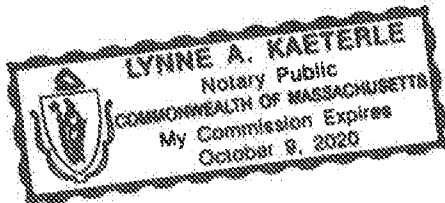
ACUSHNET COMPANY

By: [Signature]
Name: Roland A. Giroux
Title: Vice President and
Assistant 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 20th day of March, 2015.

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: NAKJOO SEONG
Title: GENERAL MANAGER

SCHEDULE I
to Patent Security Agreement

Item A. Patents

U.S. Patents

Patent No.	Title of Invention	Filed Date	Country
8,894,510	GOLF BALL DIMPLE PROFILE	25 Nov 2014	13/731,925
8,905,862	GOLF BALLS CONTAINING LAYERS BASED ON POLYAMIDE AND FATTY ACID SALT BLENDS	09 Dec 2014	13/407,864
8,907,040	GOLF EQUIPMENT FORMED FROM CASTABLE FORMULATION WITH UNCONVENTIONALLY LOW HARDNESS AND INCREASED SHEAR RESISTANCE	09 Dec 2014	13/709,936
8,915,803	COLOR GOLF BALL	23 Dec 2014	13/429,505
8,915,804	COLOR GOLF BALL	23 Dec 2014	13/429,724

U.S. Patent Applications

App. No.	Title of Invention	Filed Date	Country
14/505,394	INTERCHANGEABLE SHAFT SYSTEM	02 Oct 2014	United States
14/505,707	GOLF CLUB IRON SET PRODUCING FLIGHT HAVING CONSISTENT ANGLE OF DESCENT	03 Oct 2014	United States
14/506,281	GOLF CLUB WITH IMPROVED PERFORMANCE CHARACTERISTICS	03 Oct 2014	United States
14/506,779	GOLF BALLS HAVING MULTI-LAYER CORES BASED ON POLYALKENAMER COMPOSITIONS	06 Oct 2014	United States
14/506,861	MULTI-LAYER CORE GOLF BALL	06 Oct 2014	United States
14/506,827	MULTI-LAYER GOLF BALL	06 Oct 2014	United States
14/509,190	GOLF CLUB HEAD WITH VARIABLE CENTER OF GRAVITY	08 Oct 2014	United States
29/504,750	GOLF BALL PACKAGE	09 Oct 2014	United States
14/511,221	GOLF BALL COVERS MADE FROM PLASTICIZED THERMOPLASTIC MATERIALS	10 Oct 2014	United States
14/512,270	METHOD OF FORMING MULTI-MATERIAL IRON TYPE GOLF CLUB HEAD	10 Oct 2014	United States
14/516,665	MULTI-COATING LAYER COLOR GOLF BALL	17 Oct 2014	United States
14/520,606	MULTI-LAYER CORE GOLF BALL	22 Oct 2014	United States
14/523,493	GOLF CLUB HEAD	24 Oct 2014	United States
14/522,784	GOLF BALL LAYERS INCLUDING NEUTRALIZED POLYMERS AND METHODS FOR MAKING SAME	24 Oct 2014	United States

App. No.	Title of invention	Filed Date	Country
14/522,843	GOLF BALL LAYERS INCLUDING VERY NEUTRALIZED POLYMERS AND METHODS FOR MAKING SAME	24 Oct 2014	United States
14/523,534	METHOD OF MAKING A GOLF BALL WITH COMPOSITE CONSTRUCTION	24 Oct 2014	United States
14/523,152	BLENDS OF LINEAR AND BRANCHED NEODYMIUM-CATALYZED RUBBER FORMULATIONS FOR USE IN GOLF BALLS	24 Oct 2014	United States
14/522,654	MULTI-LAYER CORE GOLF BALL	24 Oct 2014	United States
14/524,001	GOLF BALL DIMPLE PROFILE	27 Oct 2014	United States
14/524,960	GOLF CLUB HEAD HAVING MULTI-MATERIAL FACE	27 Oct 2014	United States
14/525,753	GOLF BALL LAYERS PRODUCED USING CROSSLINKED HIGHLY-NEUTRALIZED POLYMER MATERIALS	28 Oct 2014	United States
14/526,388	GOLF CLUB HEAD WITH MULTI-MATERIAL FACE	28 Oct 2014	United States
14/525,265	GOLF BALL HAVING A THERMOSETTING INTERMEDIATE AND OUTER COVER AND A THERMOPLASTIC INNER COVER	28 Oct 2014	United States
14/527,835	MULTI-LAYER CORE GOLF BALL	30 Oct 2014	United States
14/527,857	GOLF BALL COVERS MADE FROM PLASTICIZED THERMOPLASTIC MATERIALS	30 Oct 2014	United States
14/531,238	MULTI-PIECE GOLF CLUB HEADS FORMED FROM TITANIUM AND ZIRCONIUM ALLOYS	03 Nov 2014	United States
14/532,141	POLYESTER-BASED THERMOPLASTIC ELASTOMERS CONTAINING PLASTICIZERS FOR MAKING GOLF BALLS	04 Nov 2014	United States
14/533,282	GOLF BALL COMPOSITIONS	05 Nov 2014	United States
14/533,189	THREE-LAYER-CORE GOLF BALL HAVING HIGHLY-NEUTRALIZED POLYMER OUTER CORE LAYER	05 Nov 2014	United States
14/539,198	GOLF BALL HAVING SPECIFIC SPIN/MOMENT OF INERTIA/LIFT AND DRAG RELATIONSHIP	12 Nov 2014	United States
14/539,321	GOLF EQUIPMENT FORMED FROM CASTABLE FORMULATION WITH UNCONVENTIONALLY LOW HARDNESS AND INCREASED SHEAR RESILIENCE	12 Nov 2014	United States
29/509,224	SOCK	14 Nov 2014	United States
29/509,308	UPPER HEEL PORTION OF A SHOE	17 Nov 2014	United States
14/547,186	GOLF JACKET HAVING WEATHER-PROTECTIVE COLLAR	19 Nov 2014	United States
29/509,554	UPPER PORTION OF OUTERWEAR	19 Nov 2014	United States
29/510,142	IRON GOLF CLUB HEAD	25 Nov 2014	United States
29/510,149	GOLF CLUB HEAD	25 Nov 2014	United States
29/510,299	GOLF SHOE UPPER	26 Nov 2014	United States

App. No.	Title of Invention	Filed Date	Country
29/510,305	GOLF SHOE OUTSOLE	26 Nov 2014	United States
14/557,534	GOLF BALLS HAVING FOAM, HOLLOW, OR METAL CENTER AND PLASTICIZED THERMOPLASTIC CORE LAYER	02 Dec 2014	United States
14/557,688	SHORT GAME ANALYSIS SYSTEM	02 Dec 2014	United States
29/511,043	GOLF CLUB HEAD	05 Dec 2014	United States
14/563,646	GOLF BALLS CONTAINING LAYERS MADE FROM TRANSPARENT POLYAMIDE AND PLASTICIZER COMPOSITIONS	08 Dec 2014	United States
14/564,328	COLOR GOLF BALL CONSTRUCTIONS HAVING AT LEAST ONE CONTRASTING AND DISTINCT COLOR APPEARANCE FORMED IN A SURFACE	09 Dec 2014	United States
14/565,355	GOLF CLUB HEAD WITH STIFFENING MEMBER	09 Dec 2014	United States
14/564,348	MULTI-LAYER CORE GOLF BALL	09 Dec 2014	United States
14/568,021	GOLF BALL INCORPORATING TIE LAYER BETWEEN DIFFERING ADJACENT LAYERS	11 Dec 2014	United States
14/568,215	PORTABLE LAUNCH MONITOR	12 Dec 2014	United States
14/568,238	MULTI-LAYER GOLF BALL	12 Dec 2014	United States
29/511,861	A PORTION OF A PUTTER HEAD	15 Dec 2014	United States
14/570,110	MULTI-LAYER CORE GOLF BALL HAVING OPPOSING HARDNESS GRADIENT WITH STEEP GRADIENT OUTER CORE LAYER	15 Dec 2014	United States
14/571,610	MULTI-LAYER CORE GOLF BALL	16 Dec 2014	United States
29/512,295	GOLF GLOVE	18 Dec 2014	United States
14/576,571	MULTI-LAYER GOLF BALL	19 Dec 2014	United States
14/576,800	DUAL CORE GOLF BALL HAVING NEGATIVE-HARDNESS-GRADIENT THERMOPLASTIC INNER CORE AND STEEP POSITIVE-HARDNESS-GRADIENT THERMOSET OUTER CORE LAYER	19 Dec 2014	United States
14/576,324	MULTI-LAYER CORE GOLF BALL	19 Dec 2014	United States
14/577,035	LOW COMPRESSION GOLF BALL	19 Dec 2014	United States
14/576,349	DUAL CORE GOLF BALL HAVING NEGATIVE-HARDNESS-GRADIENT THERMOPLASTIC INNER CORE AND STEEP POSITIVE-HARDNESS-GRADIENT THERMOSET OUTER CORE LAYER	19 Dec 2014	United States
14/578,787	DUAL CORE GOLF BALL HAVING NEGATIVE-HARDNESS-GRADIENT THERMOPLASTIC INNER CORE AND SHALLOW POSITIVE-HARDNESS-GRADIENT THERMOSET OUTER CORE LAYER	22 Dec 2014	United States
29/512,539	GOLF SHOE OUTSOLE	22 Dec 2014	United States

App. No.	Title of Invention	Filed Date	Country
29/512,642	GOLF SHOE UPPER	22 Dec 2014	United States
29/512,646	GOLF SHOE UPPER	22 Dec 2014	United States
29/512,651	GOLF SHOE UPPER	22 Dec 2014	United States
14/581,090	GOLF CLUB HEAD HAVING MULTI-MATERIAL FACE AND METHOD OF MANUFACTURE	23 Dec 2014	United States
14/580,841	GOLF CLUB HEAD WITH MULTI-MATERIAL COMPONENTS	23 Dec 2014	United States
14/581,917	GOLF CLUB HAVING REMOVABLE WEIGHT	23 Dec 2014	United States
14/580,894	CO-FORGED GOLF CLUB HEAD AND METHOD OF MANUFACTURE	23 Dec 2014	United States
14/584,379	THREE-COVER-LAYER GOLF BALL COMPRISING INTERMEDIATE LAYER INCLUDING A PLASTICIZED POLYESTER COMPOSITION	29 Dec 2014	United States
14/584,822	GOLF CLUB HEAD WITH FLEXURE	29 Dec 2014	United States
14/586,289	GOLF BALL DIMPLES DEFINED BY SUPERPOSED CURVES	30 Dec 2014	United States
14/586,537	MULTI-LAYER GOLF BALL	30 Dec 2014	United States
14/586,478	GOLF BALL DIMPLE SURFACE	30 Dec 2014	United States
14/586,354	GOLF BALL DIMPLE SURFACE	30 Dec 2014	United States
14/585,688	MULTI-MATERIAL IRON TYPE GOLF CLUB HEAD	30 Dec 2014	United States
14/587,490	VARIABLE THICKNESS GOLF CLUB HEAD AND METHOD OF MANUFACTURING THE SAME	31 Dec 2014	United States
14/587,360	GOLF CLUB HEAD WITH DEPRESSION	31 Dec 2014	United States
14/588,137	GOLF CLUB HEAD WITH FLEXURE	31 Dec 2014	United States
14/588,317	GOLF BALLS HAVING AT LEAST ONE LAYER FORMED FROM A PLASTICIZED ACID COPOLYMER COMPOSITION	31 Dec 2014	United States

Item B. Patent Licenses: None.