

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4880508

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TECHNIQUE GOLF, L.L.C.	03/21/2018
SSG INTERNATIONAL, LLC	03/21/2018
RECEIVING PARTY DATA	
Name:	FIFTH THIRD BANK
Street Address:	217 E. WASHINGTON
City:	ANN ARBOR
State/Country:	MICHIGAN
Postal Code:	48104
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	D521089
Patent Number:	D569469
Patent Number:	D590903
Patent Number:	D598512
Patent Number:	7713137
Patent Number:	6626768
Patent Number:	6988958
CORRESPONDENCE DATA	
Fax Number:	(844)670-6009
<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:	734-623-1665
Email:	nzemgulis@dickinsonwright.com
Correspondent Name:	COLLEEN M. SHEVNOCK
Address Line 1:	350 SOUTH MAIN STREET
Address Line 2:	SUITE 300
Address Line 4:	ANN ARBOR, MICHIGAN 48104
ATTORNEY DOCKET NUMBER:	21198-337
NAME OF SUBMITTER:	COLLEEN M. SHEVNOCK
SIGNATURE:	/Colleen M. Shevnock/

PATENT

DATE SIGNED:	03/23/2018
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Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of March 21, 2018 by and among **TECHNIQUE GOLF, L.L.C.**, a Michigan limited liability company (the "Borrower") and **SSG INTERNATIONAL, LLC**, a Michigan limited liability company ("SSG") (the Borrower and SSG are each a "Grantor" and collectively the "Grantors") and Fifth Third Bank, an Ohio banking corporation (the "Lender"), in connection with the Security Agreement referred to below.

Recitals

A. The Grantors, and the Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors entered into that certain Intellectual Property Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Lender.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned and granted to the Lender a security interest in all Intellectual Property (as defined in the Security Agreement) to secure the prompt and complete payment and performance of the Obligations as defined in the Credit Agreement and Security Agreement.

D. Pursuant to the terms of the Security Agreement, each Grantor is required to execute and deliver to the Lender this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Lender, to secure the Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under all Intellectual Property, including without limitation the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor:

- (1) each trademark and trademark application and each trade name or derivation of Lender, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date first set forth above.

TECHNIQUE GOLF, L.L.C.

By: Renee Millen

Print Name: Renee Millen

Title: Chief Financial Officer

SSG INTERNATIONAL, LLC

By: Renee Millen

Print Name: Renee Millen

Title: Chief Financial Officer

FIFTH THIRD BANK




By: [Signature]






Print Name: Thomas J. Randall

Title: Vice President



SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

MARK	HDP Ref. NO.	Country	SERIAL NO./ REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER	NOTES
S LOGO (Stylized & Design) 	15034- 200048- US	U.S.	4,756,049	06/16/2015	Registered	SSG International LLC	
S LOGO (Stylized & Design) 	15034- 300048- AU	Australia	1688757	08/05/2015	Registered	SSG International LLC	
S LOGO (Stylized & Design) 	15034- 300048- CA	Canada	TMA952972	11/21/2016	Registered	SSG International LLC	

	15034-300046-CN	China	15244437	11/21/2016	Registered	SSG International LLC	
S LOGO (Stylized & Design) 	15034-300048-CN	China	16845311	04/30/2005	Pending	SSG International LLC	
S LOGO (Stylized & Design) 	15034-300048-EM	European Community	013976402	09/23/2015	Registered	SSG International LLC	
S LOGO (Stylized & Design) 	15034-300048-JP	Japan	5787415	08/21/2015	Registered	SSG International LLC	
S LOGO (Stylized & Design) 	15034-300046-KR	Korea	401117953	07/16/2015	Registered	SSG International LLC	
SUPERSTROKE	15034-300041-WP	International Register	930130	07/11/2007	Registered	SSG International LLC	AU-granted, CH-refused,

SUPERSTROKE	15034- 200041- US	U.S.	3,367,056	01/08/2008	Registered	Ssg International LLC	CN - refused, EM - granted, JP - granted, KR - refused, NO - granted, SG - refused
SUPERSTROKE	15034- 300041- AU-MP	Australia	1193688	02/18/2008	Registered	Ssg International LLC	
SUPERSTROKE	15034- 300041- CA	Canada	TMA778929	10/04/2010	Registered	Assignment to Ssg International LLC	
SUPERSTROKE	15034- 300041- EM-MP	European Community	0930130	08/29/2007	Registered	Ssg International LLC	
SUPERSTROKE	15034- 300041- JP-MP	Japan	930130	04/17/2008	Registered	Ssg International LLC	
SUPERSTROKE	15034- 300041- NO-MP	Norway	09301300	02/11/2008	Registered	Ssg International LLC	

Super  Stroke	15034- 300038- CN	China	8634062	09/21/2011	Registered	Assignment to SSG International LLC filed	
Super  Stroke	15034- 300038- KR	Korea	400898111	01/06/2012	Registered	Assignment to SSG International, LLC recorded on 03/10/15	

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

Docket No.	Title of Invention	Application No.	Filing Date	Publication No./Patent No.	Issue Date	Notes
15034-000004-US	PUTTER HEAD WITH BALL PICKUP	29/216,790	11/09/2004	Patent No. D521,089	05/16/2006	Confirmed Assignee: SSG International, LLC
15034-000005-US	PUTTING ALIGNMENT SYSTEM	29/272,834	02/15/2007	Patent No. D569,469	05/20/2008	Confirmed Assignee: SSG International, LLC
15034-000018-US	GOLF PUTTER GRIP WITH BLACK COLORED PANELS	29/320,943	07/08/2008	Patent No. D590,903	04/21/2009	Confirmed Assignee: SSG International, LLC
15034-000019-US	GOLF PUTTER GRIP	29/320,950	07/08/2008	Patent No. D598,512	08/18/2009	Confirmed Assignee: SSG International, LLC
15034-000024-US	CLUB GRIP	12/048,097	03/13/2008	Patent No. 7,713,137	05/11/2010	Confirmed Assignee: SSG International, LLC
15034-000025-US	PUTTER GRIP	09/730,307	12/05/2000	Patent No. 6,626,768	09/30/2003	Subject to Intercompany License Agreement from SSG to TG
15034-000025-US-	PUTTER GRIP	10/349,615	01/23/2003	Patent No.	01/24/2006	Confirmed Assignee: SSG International, LLC Subject to Intercompany

