

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5527551

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
TRUE TEMPER SPORTS, INC.	05/16/2019

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, AS ADMINISTRATIVE AGENT
Street Address:	245 PEACHTREE CENTER AVE., NE, 17TH FLOOR
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30303

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	D507815
Patent Number:	6695711
Patent Number:	6729970
Patent Number:	6984179
Patent Number:	7255652
Patent Number:	6893596
Patent Number:	7520829
Patent Number:	7749114
Patent Number:	8628437
Patent Number:	D837320
Patent Number:	9566486
Patent Number:	D686289
Patent Number:	D676911
Patent Number:	D466575
Patent Number:	6203447
Patent Number:	6134937
Patent Number:	5993328
Patent Number:	5989133
Patent Number:	5984804
Patent Number:	5882268

PATENT

Property Type	Number
Patent Number:	5646345
Patent Number:	5943758
Patent Number:	5762352
Patent Number:	5863260
Application Number:	15099041

CORRESPONDENCE DATA

Fax Number: (404)572-5100

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.

Phone: 4045723428

Email: TKirillova@KSLAW.com

Correspondent Name: TATYANA KIRILLOVA, PARALEGAL

Address Line 1: 1180 PEACHTREE STREET N.E.

Address Line 2: KING & SPALDING LLP

Address Line 4: ATLANTA, GEORGIA 30309

NAME OF SUBMITTER:	TATYANA KIRILLOVA
SIGNATURE:	//Tatyana Kirillova//
DATE SIGNED:	05/16/2019

Total Attachments: 9

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Patent Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of May 16, 2019 (this "Security Agreement"), is made by the Person listed on the signature page hereof (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, LINCOLNSHIRE TT MIDCO, INC., a Delaware corporation ("Holdings"), NEW TRUE TEMPER HOLDINGS CORPORATION, INC., a Delaware corporation (the "Borrower"), the several banks and other financial institutions and lenders from time to time party thereto (the "Lenders") and SUNTRUST BANK, in its capacity as administrative agent for the Lenders (the "Administrative Agent"), as issuing bank (the "Issuing Bank") and as swingline lender (the "Swingline Lender") have entered into that certain Revolving Credit and Term Loan Agreement, dated as of May 16, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of May 16, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Patent Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent Collateral"):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby

acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all U.S. federal applied for and registered Patents owned by the Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

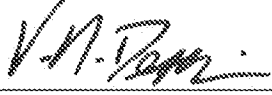
TRUE TEMPER SPORTS, INC.

By: 
Name: Jason Jenne
Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: 

Name: Vinay Desai

Title: Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

Patents

I. REGISTERED PATENTS

Owner Title	Patent No. Patent Date	Status
Canadian Patents		
True Temper Sports, Inc. Golf Club Shaft	159041 5/28/2015	Granted
True Temper Sports, Inc. Hockey Stick Having Reinforced Core Structure	2927177	—
True Temper Sports, Inc. Golf Club Shaft Set	2438404	—
True Temper Sports, Inc. Hockey Stick with Reinforced Shaft	2413541	—
True Temper Sports, Inc. Metal and Composite Golf Shaft	2349782	—
True Temper Sports, Inc. Golf Club with Angled Steps	1137131 12/07/1982	—
True Temper Sports, Inc. Manufacture of Golf Club Heads	1145126 04/26/1983	—
U.S. Patents		
True Temper Sports, Inc. Golf Club Shaft	D507815 7/26/2005	Granted
True Temper Sports, Inc. Hydroformed Metallic Golf Club Shafts And Method Therefore	6695711 2/24/2004	Granted
True Temper Sports, Inc. Hybrid Golf Club Shaft Set	6729970 5/4/2004	Granted
True Temper Sports, Inc.	6984179	Granted

Owner Title	Patent No. Patent Date	Status
Golf Club Shafts Having Variable Taper Lengths	1/10/2006	
True Temper Sports, Inc.	7255652	Granted
Lightweight, Durable Golf Club Shafts	8/14/2007	
True Temper Sports, Inc.	6893596	Granted
Method Of Forming A One Piece Hockey Stick	5/17/2005	
True Temper Sports, Inc.	7520829	Granted
Hockey Stick	4/21/2009	
True Temper Sports, Inc.	7749114	Granted
Composite Bat	7/6/2010	
True Temper Sports, Inc.	8628437	Granted
Hockey Stick Blade With Resiliently Compressible Core Member	1/14/2014	
True Temper Sports, Inc.	D837320	Granted
Golf Club Shaft	1/1/2019	
True Temper Sports, Inc.	9566486	Granted
Golf Shaft And Method Of Manufacturing Same	2/14/2017	
True Temper Sports, Inc.	D686289	Granted
Golf club shaft	07/16/2013	
True Temper Sports, Inc.	D676911	Granted
Golf club shaft	02/26/2013	
True Temper Sports, Inc.	D466575	Granted
Golf club shaft	12/03/2002	
True Temper Sports, Inc.	6203447	Granted
Bonding apparatus for modular shafts	03/20/2001	
True Temper Sports, Inc.	6134937	Granted

Owner Title	Patent No. Patent Date	Status
Golf club and shaft therefor and method of making same	10/24/2000	
True Temper Sports, Inc. Golf club shaft	5993328 11/30/1999	Granted
True Temper Sports, Inc. Golf club and shaft therefor and method of making same	5989133 11/23/1999	Granted
True Temper Sports, Inc. Lightweight shaft and methods of making same	5984804 11/16/1999	Granted
True Temper Sports, Inc. Golf club shaft therefor	5882268 03/16/1999	Granted
True Temper Sports, Inc. Acceleration responsive device	5646345 07/08/1997	Granted
True Temper Sports, Inc. Fabrication of a hollow composite-material shaft having an integral collar	5943758 08/31/1999	Granted
True Temper Sports, Inc. Bicycle fork having a fiber reinforced steerer tube and fiber reinforced crown and blades and method of making same	5762352 06/09/1998	Granted
True Temper Sports, Inc. Device-coupled assembly and device used therewith	5863260 01/26/1999	Granted
True Temper Sports, Inc. Sporting helmet having removable earpiece	62/839201 05/02/2019	Pending

II. PATENT APPLICATIONS

Owner Title	Application No. Filing Date	Status
Canadian Patent Applications		
True Temper Sports, Inc. Hockey Stick Having Reinforced Core Structure	2927177 4/15/2016	Published
True Temper Sports, Inc. Hockey Stick Exposed Core Member On Back Face Of Blade	62/714993 8/6/2018	Pending
True Temper Sports, Inc. System And Method For Making One-Piece Protective Sports Articles	62/739431 10/1/2018	Pending
True Temper Sports, Inc. Bat Fitting	62/787879 1/3/2019	Pending
True Temper Sports, Inc. Golf Shaft With Non-Uniform Base Paint And Method Of Applying The Same	62/681382 6/6/2018	Pending
True Temper Sports, Inc. Powder Coated Or Painted Golf Shaft And Method Of Manufacturing The Same	62/695479 7/9/2018	Pending
True Temper Sports, Inc. Sports Equipment With Cut Outs Formed In Outer Layer Of Composite Material	62/802313 2/7/2019	Pending
True Temper Sports, Inc. Golf Shaft With Pattern Created In Ferromagnetic Paint	62/805512 2/14/2019	Pending
True Temper Sports, Inc. Golf Club Shafts With Inserts To Reduce Shaft To Shaft Variation	62/814011 3/5/2019	Pending
U.S. Patent Applications		
True Temper Sports, Inc.	15/099041	Published

Owner Title	Application No. Filing Date	Status
Hockey Stick Having Reinforced Core Structure	4/14/2016	