

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6467108

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CLUB CHAMPION LLC	12/23/2020
RECEIVING PARTY DATA	
Name:	TRUIST BANK, AS ADMINISTRATIVE AGENT
Street Address:	245 PEACHTREE CENTER AVE. NE
Internal Address:	17TH FLOOR, MAIL CODE: GA-ATLANTA-3707
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30303
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6915695
Patent Number:	6997056
Patent Number:	6990865
Patent Number:	6993970
Patent Number:	7808655
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:	4045723401
Email:	ssheesley@kslaw.com
Correspondent Name:	STEVEN SHEESLEY
Address Line 1:	1180 PEACHTREE STREET NE
Address Line 2:	KING & SPALDING LLP
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	52990.515175
NAME OF SUBMITTER:	STEVEN SHEESLEY
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	12/23/2020

Total Attachments: 5

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Patent Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of December 23, 2020 (this "Patent Security Agreement"), is made by CLUB CHAMPION LLC, a Delaware limited liability company (the "Grantor"), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Creditors (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor, CCG INVESTMENT HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the lenders from time to time party thereto and the Administrative Agent have entered into that certain Credit Agreement, dated as of December 23, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings and the other guarantors party thereto have entered into the Security Agreement, dated as of December 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Creditors; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Patent 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 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 grants to the Administrative Agent, for the benefit of the Secured Creditors, a lien on, a continuing security interest in, and right of set off against, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, to and under the following Collateral (the "Patent Collateral"):

(i) all of its patents and patent applications (collectively, "Patents"), including, without limitation, those referred to on Schedule I hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals 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, dilution, violation or other impairment thereof.

Section 3 **Security Agreement**. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the 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 Security Agreement. In the event of any conflict or

inconsistency between this Patent Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **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 subject to a security interest hereunder.

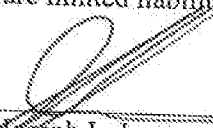
Section 5 **Counterparts**. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Patent Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law**. This Patent 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 (without giving effect to the conflict of law principles thereof).

IN WITNESS WHEREOF, 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.

GRANTOR:

CLUB CHAMPION LLC,
a Delaware limited liability company

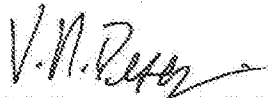
By: 
Name: Joseph L. Lee
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

TRUIST BANK,

as Administrative Agent

By: _____



Name: Vinay Desai

Title: Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 054740 FRAME: 0896

SCHEDULE I

Patents

A. **PATENTS**

Title	Source/Status	App. Date/ No. Issue Date/ No.	Owner
Method and apparatus for measuring and orienting golf club shaft	USPTO Issued	11/09/2001/ 10037701 07/12/2005/ 6915695	Club Champion LLC
Method and apparatus for measuring and orienting golf club shaft	USPTO Issued	06/03/2005/ 11144273 02/14/2006/ 6997056	Club Champion LLC
Method and apparatus for measuring and orienting golf club shaft	USPTO Issued	06/03/2005/ 11144581 01/31/2006/ 6990865	Club Champion LLC
Method and apparatus for measuring and orienting golf club shaft	USPTO Issued	06/03/2005/ 11144730 02/07/2006/ 6993970	Club Champion LLC
Automated system for determining physical characteristics of a shaft	USPTO Issued	10/8/2008/ 12247535 10/05/2010/ 7808655	Club Champion LLC