

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM308983

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AFFIDAVIT TO AFFIRM RELEASE OF SECURITY INTEREST AT REEL/FRAME NO. 2324/0258

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IMPERIAL BANK		06/27/2014	BANKING ASSOCIATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	TROON GOLF, L.L.C.
Street Address:	15044 NORTH SCOTTSDALE ROAD #300
City:	SCOTTSDALE
State/Country:	ARIZONA
Postal Code:	85254
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2096455	TROON NORTH
Registration Number:	2128036	TROON NORTH
Registration Number:	2340227	TROON NORTH
Registration Number:	2299830	TROON NORTH
Registration Number:	2344739	TROON NORTH
Registration Number:	2129727	TROON NORTH

CORRESPONDENCE DATA

Fax Number: 7147558290
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.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke
Address Line 1: 650 Town Center Dr, 20th floor
Address Line 2: (026857-0015)
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(026857-0015)
NAME OF SUBMITTER:	Adam Kummins
SIGNATURE:	/Adam Kummins/
DATE SIGNED:	06/27/2014

900293478

TRADEMARK
 REEL: 005310 FRAME: 0992

OP \$165.00 2096455

Total Attachments: 6

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AFFIDAVIT TO AFFIRM RELEASE OF SECURITY INTEREST

This Affidavit to Affirm Release of Security Interest ("Affidavit") is made June 27, 2014.

I, Jay McGrath, do hereby declare as follows:

1. I am the Executive Vice President, Chief Administrative Officer, of Troon Golf, LLC, a Delaware limited liability company ("Troon").

2. Troon is the owner of each of the trademarks and service marks set forth on Exhibit A (the "Marks").

3. Troon granted a security interest in favor of Imperial Bank pursuant to the Security Agreement dated June 1, 2001, which was recorded on June 25, 2001, at Reel/Frame 2324/0258.

4. The indebtedness secured by the foregoing security interests has been repaid in full as evidenced by the cancelled promissory notes attached hereto as Exhibit B (first pages only):

- a. Promissory Line of Credit Term Note for \$2,000,000, dated May 24, 2001, made by Troon Golf L.L.C. as Maker, to Imperial Bank, as Holder, marked paid August 12, 2005.
- b. Promissory Term Note for \$9,000,000, dated May 24, 2001, made by Troon Golf L.L.C. as Maker, to Imperial Bank, as Holder, marked paid August 12, 2005.
- c. Revolving Promissory Note for \$4,000,000, dated May 24, 2001, made by Troon Golf L.L.C. as Maker, to Imperial Bank, as Holder, marked paid August 12, 2005.

5. Notices of releases of the foregoing security interests should have been, but to date have not been, recorded with the U.S. Patent and Trademark Office to evidence the release of these security interests.

The undersigned, being hereby advised that willful false statements are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, declares that the facts set forth in this Affidavit are true.

Troon Golf, LLC

By: 

Name: Jay McGrath

Title: Executive Vice President, Chief
Administrative Officer

EXHIBIT A
TRADEMARKS




Mark	Serial No.	Registration No.
TROON NORTH  TROON NORTH	74734816	2096455
TROON NORTH  TROON NORTH	74734821	2128036
TROON NORTH  TROON NORTH	75560625	2340227
TROON NORTH	75560649	2299830
TROON NORTH	75561428	2344739
TROON NORTH	74734818	2129727

EXHIBIT B
CANCELLED PROMISSORY NOTES

PROMISSORY NOTE
(Line of Credit Term Note)

\$2,000,000.00

Phoenix, Arizona
May 24, 2001

8-12-05 *hw*

FOR VALUE RECEIVED, the undersigned (hereinafter called "Maker"), promises to pay to the order of IMPERIAL BANK, a California banking corporation (the "Payee"; Payee and each subsequent transferee and/or owner of this Note, whether taking by endorsement or otherwise, are herein successively called "Holder"), at Imperial Bank, 9920 South La Cienega Boulevard, Lending Services, Inglewood, California 90301, or at such other place as Holder may from time to time designate in writing, the principal sum of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) or so much thereof as Holder may advance to or for the benefit of Maker plus interest calculated on a daily basis (based on a 360-day year) from the date hereof on the principal balance from time to time outstanding as hereinafter provided, principal, interest and all other sums payable hereunder to be paid in lawful money of the United States of America as follows:

- A. Interest shall accrue:
 - (i) at the Variable Rate through the Line of Credit Term Termination Date.
 - (ii) thereafter, at the Line of Credit Term Fixed Rate.
- B. All accrued interest for the preceding month shall be due and payable on each Payment Date.
- C. Commencing on the first day of the first month subsequent to the Line of Credit Term Termination Date, and on the first day of each month thereafter, interest and principal shall be due in successive equal monthly installments sufficient to amortize the principal balance of the Line of Credit Term Loan amortization period of eighty-four (84) months.
- D. The entire unpaid principal balance, all accrued and unpaid interest and all other amounts payable hereunder shall be due and payable in full on the Line of Credit Term Loan Maturity Date.

The "Variable Rate" means the rate per annum equal to (i) the Prime Rate (as defined in the Credit Agreement) per annum as in effect from time to time, plus (ii) one percent (1.0%). The Variable Rate shall change on each day that the Prime Rate changes. The "Line of Credit Term Loan Maturity Date" means **May 23, 2004**.

PROMISSORY NOTE
(Term Note)

PAID

\$9,000,000.00

8-12-05 *lu*
Phoenix, Arizona
May 24, 2001

FOR VALUE RECEIVED, the undersigned (hereinafter called "Maker"), promises to pay to the order of IMPERIAL BANK, a California banking corporation (the "Payee"; Payee and each subsequent transferee and/or owner of this Note, whether taking by endorsement or otherwise, are herein successively called "Holder"), at Imperial Bank, 9920 South La Cienega Boulevard, Lending Services, Inglewood, California 90301, or at such other place as Holder may from time to time designate in writing, the principal sum of NINE MILLION AND NO/100 DOLLARS (\$9,000,000.00) or so much thereof as Holder may advance to or for the benefit of Maker plus interest calculated on a daily basis (based on a 360-day year) from the date hereof on the principal balance from time to time outstanding as hereinafter provided, principal, interest and all other sums payable hereunder to be paid in lawful money of the United States of America as follows:

- A. Interest shall accrue at the Term Loan Rate.
- B. Commencing on the first day of the first month subsequent to the Closing Date, and on the first day of each month thereafter, interest and principal shall be due in successive equal monthly installments sufficient to amortize the principal balance of the Term Loan over an amortization period of eighty-four (84) months.
- C. The entire unpaid principal balance, all accrued and unpaid interest and all other amounts payable hereunder shall be due and payable in full on the Term Loan Maturity Date.

The "Term Loan Rate" means eight and fifteen-one-hundredths percent (8.15%) per annum. The "Term Loan Maturity Date" means **May 23, 2004**.

Maker agrees to an effective rate of interest that is the rate stated above plus any additional rate of interest resulting from any other charges in the nature of interest paid or to be paid by or on behalf of Maker, or any benefit received or to be received by Holder, in connection with this Note.

This Note is issued pursuant to the Credit Agreement of even date herewith (hereinafter called "Credit Agreement") by and between Maker and Holder, and is secured by the Security Documents, as defined in the Credit Agreement, and may now or hereafter be secured by one or more other security agreements, mortgages, deeds of trust, assignments or other instruments or agreements. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

REVOLVING PROMISSORY NOTE

PAID

8-12-05

\$4,000,000.00

Phoenix, Arizona

May 24, 2001

W.

FOR VALUE RECEIVED, the undersigned (hereinafter called "Maker"), promises to pay to the order of IMPERIAL BANK, a California banking corporation (the "Payee"; Payee and each subsequent transferee and/or owner of this Note, whether taking by endorsement or otherwise, are herein successively called "Holder"), at Imperial Bank, 9920 South La Cienega Boulevard, Lending Services, Inglewood, California 90301, or at such other place as Holder may from time to time designate in writing, the principal sum of FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00) or so much thereof as Holder may advance to or for the benefit of Maker plus interest calculated on a daily basis (based on a 360-day year) from the date hereof on the principal balance from time to time outstanding as hereinafter provided, principal, interest and all other sums payable hereunder to be paid in lawful money of the United States of America as follows:

- A. Interest shall accrue at the Variable Rate.
- B. All accrued interest for the preceding month shall be due and payable on each Payment Date.
- C. The entire unpaid principal balance, all accrued and unpaid interest and all other amounts payable hereunder shall be due and payable in full on the RLC Maturity Date.

The "Variable Rate" means the rate per annum equal to (i) the Prime Rate (as defined in the Credit Agreement) per annum as in effect from time to time, plus (ii) three quarters of one percent (.75%). The Variable Rate shall change on each day that the Prime Rate changes. The "RLC Maturity Date" means May 23, 2004.

The principal balance of this Note represents a revolving credit all or any part of which may be advanced to Maker, repaid by Maker, and re-advanced to Maker from time to time, subject to the other terms hereof and the conditions, if any, contained in the Credit Agreement, and provided that the principal balance outstanding at any one time shall not exceed the face amount hereof.

Maker agrees to an effective rate of interest that is the rate stated above plus any additional rate of interest resulting from any other charges in the nature of interest paid or to be paid by or on behalf of Maker, or any benefit received or to be received by Holder, in connection with this Note.

This Note is issued pursuant to the Credit Agreement of even date herewith (hereinafter called "Credit Agreement") by and between Maker and Holder, and is secured by the Security Documents, as defined in the Credit Agreement, and may now or hereafter be secured by one or more other security agreements, mortgages, deeds of trust, assignments or other instruments or