

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tron Golf, L.L.C.		03/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MetLife Private Equity Holdings, LLC, as administrative agent		
Street Address:	One MetLife Way		
City:	Whippany		
State/Country:	NEW JERSEY		
Postal Code:	07981-1449		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87047357	CLUBHOUSE WINES BY TROON GOLF	
Serial Number:	87047391	CLUBHOUSE WINES BY TROON GOLF	
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>			
Email:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S Wacker Drive, Suite 6600		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer Bleskin		
SIGNATURE:	/s/ Jennifer Bleskin		
DATE SIGNED:	04/03/2017		
Total Attachments: 5			
source=Tron executed trademark security agreement (March 2017)#page1.tif			
source=Tron executed trademark security agreement (March 2017)#page2.tif			
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TRADEMARK SECURITY AGREEMENT

(SECOND LIEN)

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2017, is made by Troon Golf, L.L.C., a Delaware limited liability company (“Grantor”), in favor of MetLife Private Equity Holdings, LLC (“MetLife”), as successor to Metropolitan Life Insurance Company, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Term Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Facility Agreement, dated as of June 30, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (“Term Loan Agreement”), by and among the Grantor, Holdings, the other Credit Parties, the Lenders from time to time party thereto and MetLife, as Agent for the Lenders, the Lenders and have severally agreed to make term loans to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to a Second Lien Guaranty and Security Agreement dated of June 30, 2014 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with Agent for the benefit of the Secured Parties 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 Trademark Collateral. 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 Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any “intent to use” Trademark applications for which a “statement of use” or “amendment to allege use” has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Term Loan Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.


Section 6. Governing Law. This Trademark 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.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

TROON GOLF, L.L.C., as Grantor


By: 
Name: Ruth E. Engle
Title: EVP & Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

METLIFE PRIVATE EQUITY HOLDINGS, LLC
as Agent

By: MetLife SP Holdings, LLC, its sole member

By: Metropolitan Life Insurance Company, its sole member

By: 
Name: Sean Ritter
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Country	Serial No./Filing Date	Owner	Status
Clubhouse Wines by Troon Golf	US Federal	87047357 23-May-2016	Troon Golf, L.L.C.	Pending
Clubhouse Wines by Troon Golf CLUBHOUSE WINES BY TROON GOLF	US Federal	87047391 23-May-2016	Troon Golf, L.L.C.	Pending

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