

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445265

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
METLIFE PRIVATE EQUITY HOLDINGS, LLC (as successor to Metropolitan Life Insurance Company)		09/29/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Troon Golf, L.L.C.
Street Address:	15044 North Scottsdale Road
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85254
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4981313	PLAY TROON
Registration Number:	4981257	TROON CARDS
Registration Number:	4981244	TROON REWARDS
Registration Number:	5098237	TROON GOLF VACATIONS
Registration Number:	5098236	TROON GOLF & TRAVEL
Registration Number:	5102851	EXPERIENCE TROON
Serial Number:	86624214	TROON PRIVÉ CONNECT

CORRESPONDENCE DATA

Fax Number: 2122919868
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: 212-558-4229
Email: demarcor@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER:	Raffaele A. DeMarco
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TRADEMARK

SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	09/29/2017
Total Attachments: 4 source=Metlife Troon TM Release 2017 (Troon Golf - Nov)#page1.tif source=Metlife Troon TM Release 2017 (Troon Golf - Nov)#page2.tif source=Metlife Troon TM Release 2017 (Troon Golf - Nov)#page3.tif source=Metlife Troon TM Release 2017 (Troon Golf - Nov)#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

(Second Lien)

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of September 29, 2017, by METLIFE PRIVATE EQUITY HOLDINGS, LLC (as successor to Metropolitan Life Insurance Company), in its capacity as Agent ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S E T H:

WHEREAS, Troon Golf, L.L.C., a Delaware limited liability company ("Grantor") and Agent are parties to that certain Trademark Security Agreement dated as of November 20, 2015 (the "Security Agreement") pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 2, 2015, at Reel 5680, Frame 0939;

WHEREAS, Grantor has requested that Agent terminate and release its security interest in the Trademarks and Trademark Collateral listed on Schedule 1 hereto and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

1. Agent hereby unconditionally and irrevocably terminates, releases and discharges its lien on and security interest in all of the collateral under which any rights are granted under the Security Agreement (collectively the "Trademark Collateral"), including without limitation any and all of the following:

- (i) the Trademarks listed on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark listed on Schedule 1 hereto; and
- (iv) 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.

2. Agent hereby unconditionally and irrevocably reassigns, grants and conveys to the Grantor, without any representation or recourse by Agent, any and all of Agent's right, title

and interest in and to the Trademark Collateral.

3. This Release and the rights and obligations of the Agent and the Grantor 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, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

METLIFE PRIVATE EQUITY HOLDINGS, LLC (as successor to Metropolitan Life Insurance Company), as Agent and as a Lender

By: MetLife SP Holdings, LLC, its sole member

By: Metropolitan Life Insurance Company, its sole member

By: 
Name: Sean Ritter
Title: Director

SCHEDULE I

Mark	Country	Serial No. / Filing Date	Reg. No. / Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
PLAY TROON	US Federal	86668989 19-JUN-2012	4981313 6/21/16	35	Troon Golf, L.L.C.	Registered
TROON CARDS	US Federal	86660079 11-JUN-2015	4981257 6/21/16	35	Troon Golf, L.L.C.	Registered
TROON REWARDS	US Federal	86658488 10-JUN-2015	4981244 6/21/16	35	Troon Golf, L.L.C.	Registered
TROON PRIVE CONNECT	US Federal	86624214 8-MAY-2015	NA	41	Troon Golf, L.L.C.	Pending
TROON GOLF VACATIONS	US Federal	86624240 8-MAY-2015	5098237 12/13/16	43	Troon Golf, L.L.C.	Registered
TROON GOLF & TRAVEL	US Federal	86624155 8-MAY-2015	5102851 12/20/16	35	Troon Golf, L.L.C.	Registered
EXPERIENCE TROON	US Federal	86623814 8-MAY-2015	5098236 12/13/16	16	Troon Golf, L.L.C.	Registered