

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golf Acquiror LLC		01/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, Thames Street Wharf		
Internal Address:	4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5312458	GRALISE	
Registration Number:	4132334	GRALISE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	042742-0139		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	01/10/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“this Agreement”), dated as of January 10, 2020 is entered into by **GOLF ACQUIROR LLC** (“Grantor”), and **MORGAN STANLEY SENIOR FUNDING, INC.**, as Collateral Agent for the Secured Parties (as defined below) (the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Collateral Agreement dated as of December 11, 2019 by and among the Grantor, the Collateral Agent and the other parties party thereto (the “Collateral Agreement”), the Grantor has agreed to grant to the Collateral Agent a continuing first-priority lien and security interest in its Proprietary Rights (subject to Permitted Liens); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement apply, *mutatis mutandis*, to this Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent a continuing first-priority lien and security interest (subject to Permitted Liens) in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- a) all of its federal trademark registrations and applications set forth in Schedule I hereto (the “Trademarks”);
- b) all goodwill of the business associated with such Trademarks; and
- c) all rights to sue for past, present, and future infringement of any of the foregoing;

provided that, notwithstanding anything to the contrary in this Agreement or any other Loan Document, the Trademark Collateral will not include, this Agreement will not constitute a grant of a security interest in and the security interest granted hereunder will not attach to, any Excluded Asset.

Section 3. Security for Secured Obligations. The lien and security interest granted pursuant to this Agreement is granted in conjunction with the lien and security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

Section 4. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

Section 5. Authorization to Supplement. The Grantor hereby authorizes the Collateral Agent to modify this Agreement by amending Schedule I to include any new trademark rights of such

Grantor in accordance with the provisions of the Collateral Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

Section 7. Captions. The captions contained in this Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

Section 8. Termination and Release. This Agreement shall terminate in accordance with the Collateral Agreement.

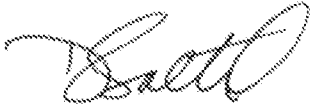
Section 9. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

Section 10. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK..

[Signature page follows]


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

GOLF ACQUIROR LLC,
as a Grantor

By: 
Name: Doug Saltel
Title: President and Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:
MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Graham Robertson
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Serial Number	Registration Number	Registration Date
GRALISE	86982952	5312458	October 17, 2017
GRALISE	77934261	4132334	April 24, 2012