

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599456

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-------------------------------|
| Wilmington Savings Fund Society, FSB | | 09/24/2020 | National Banking Association: |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Topgolf International, Inc. |
| Street Address: | 8750 North Central Expressway |
| Internal Address: | Suite 1200 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75231 |
| Entity Type: | Corporation: DELAWARE |
| Name: | World Golf Tour, LLC |
| Street Address: | 8750 North Central Expressway |
| Internal Address: | Suite 1200 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75231 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 36

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 3199136 | I.D. BALL |
| Registration Number: | 3496840 | |
| Registration Number: | 4674980 | |
| Registration Number: | 4216510 | TOPGOLF |
| Registration Number: | 4673170 | |
| Registration Number: | 3332174 | WGT |
| Registration Number: | 3601848 | WGT |
| Registration Number: | 3719638 | WGT |
| Registration Number: | 3719636 | WGT |
| Registration Number: | 4215195 | WGT BASEBALL |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 5545092 | EVERYONE'S GAME |
| Registration Number: | 5633651 | TOPGOLF |
| Registration Number: | 5633652 | |
| Registration Number: | 5296536 | TOPGOLF CRUSH |
| Registration Number: | 5478520 | SWING SUITE |
| Registration Number: | 5498901 | TOPCHIP |
| Registration Number: | 5498902 | TOPPRESSURE |
| Registration Number: | 5498903 | TOPSCORE |
| Registration Number: | 5498807 | TOPLIFE |
| Registration Number: | 5246495 | TOPGOLF MEDIA |
| Registration Number: | 5444282 | TOPTRACER RANGE |
| Registration Number: | 5444274 | TOPTRACER |
| Registration Number: | 5434276 | TOPTRACER |
| Registration Number: | 5434270 | TOPSCRAMBLE |
| Registration Number: | 5341589 | TOPLIFE |
| Registration Number: | 5846414 | JEWEL JAM |
| Registration Number: | 6011855 | MISSION: AMBITION |
| Registration Number: | 5745944 | |
| Registration Number: | 5768099 | TOPCHALLENGE |
| Registration Number: | 5801886 | TOPCHALLENGE |
| Registration Number: | 5951788 | TOPCONTENDER |
| Registration Number: | 5795682 | TOPCONTENDER |
| Registration Number: | 5722852 | TOPDRIVE |
| Registration Number: | 5745943 | TOPGOLF |
| Registration Number: | 5768097 | TOPPRESSURE |
| Registration Number: | 5795681 | TOPSHOT |

CORRESPONDENCE DATA

Fax Number: 2147467777

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: 2147467700

Email: juan.arias@weil.com

Correspondent Name: Brendan Conley

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 200 Crescent Court, Suite 300

Address Line 4: Dallas, TEXAS 75201-6950

ATTORNEY DOCKET NUMBER: B. Conley - 77733.0005

NAME OF SUBMITTER: Brendan Conley

| | |
|---|------------------|
| SIGNATURE: | /Brendan Conley/ |
| DATE SIGNED: | 09/24/2020 |
| Total Attachments: 6 source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page1.tif source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page2.tif source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page3.tif source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page4.tif source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page5.tif source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page6.tif | |

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of September 24, 2020 (this “Release”), is from Wilmington Savings Fund Society, FSB, a national banking association, in its capacity as purchaser representative and collateral agent (in such capacity, together with its successors and assigns, the “Purchaser Representative”) under that certain Note Purchase Agreement, dated as of May 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among, Topgolf International, Inc., as Issuer, the Purchasers (as defined therein) party thereto and the Purchaser Representative, in favor of Topgolf International, Inc., a Delaware corporation, and World Golf Tour, LLC, a Delaware limited liability company (each, a “Grantor”).

WITNESSETH:

WHEREAS, each Grantor has entered into that certain Pledge and Security Agreement, dated as of May 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Security Agreement”), among the Grantors, the other Note Parties party thereto and the Purchaser Representative. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement;

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Purchaser Representative, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has executed in connection therewith that certain Intellectual Property Security Agreement, dated as of May 27, 2020 and recorded with the United States Patent and Trademark Office on May 30, 2020 at Reel/Frame 052795/0219 and Reel/Frame 6949/0427 (the “Intellectual Property Security Agreement”);

WHEREAS, pursuant to the Intellectual Property Security Agreement, each Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a security interest to the Purchaser Representative in the Grantor’s registered or applied for intellectual property, including the trademarks and patents listed in Schedule I hereto (collectively, the “Released Collateral”); and

WHEREAS, in accordance with the terms for release of collateral set forth in the Note Purchase Agreement and the Security Agreement, the Purchaser Representative now desires to terminate and release the entirety of its security interest in the Released Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Purchaser Representative hereby states as follows:

1. Release of Security Interest. The Purchaser Representative, without representation or warranty of any kind, hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in or to the Released Collateral under the Security Agreement and the Intellectual Property Security Agreement, and (ii) reassigns, re-transfers, and re-conveys, without representation or warranty of any kind, any and all such right, title, and interest (if any) that the Purchaser Representative may have under the Security Agreement and the Intellectual Property Security Agreement in the Released Collateral to the applicable Grantor. Any right, title, or interest of the Purchaser Representative under the Security Agreement and the Intellectual Property Security Agreement in such Released Collateral shall hereby cease and become void.


2. Further Assurances. The Purchaser Representative hereby agrees to, at the sole cost and expense of the Grantors, take all further actions, and provide to the Grantors its cooperation and assistance (including, without limitation, the execution, acknowledgement, procurement, and delivery of any further documents) and to do such other acts as may be reasonably requested by the Grantors to effect the termination and release of the security interest contemplated hereby.

3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Of Security Interest In Intellectual Property by its duly authorized officer as of the date first above written.

Wilmington Savings Fund Society, FSB, as the
Purchaser Representative

By: 
Name: Geoffrey J. Lewis
Title: Vice President

[Signature Page to Termination and Release of Security Interest in IP]

Schedule I





Released Collateral


(attached)

Schedule I

Released Collateral

TRADEMARKS

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|-----------------------------|----------------------------|---|
| Topgolf International, Inc. | 3,199,136 | I.D. BALL |
| Topgolf International, Inc. | 3,496,840 |  Shield Design |
| Topgolf International, Inc. | 4,674,980 |  Shield Design |
| Topgolf International, Inc. | 4,216,510 | TOPGOLF |
| Topgolf International, Inc. | 4,673,170 |  TOPGOLF OUTFIELD TRADE DRESS |
| World Golf Tour, LLC | 3,332,174 | WGT |
| World Golf Tour, LLC | 3,601,848 | WGT |
| World Golf Tour, LLC | 3,719,638 | WGT and Design (Color Logo) |
| World Golf Tour, LLC | 3,719,636 | WGT and Design (Black & White Logo) |
| World Golf Tour, LLC | 4,215,195 | WGT BASEBALL |
| Topgolf International, Inc. | 5,545,092 | EVERYONE'S GAME |
| Topgolf International, Inc. | 5,633,651 | TOPGOLF |
| Topgolf International, Inc. | 5,633,652 | <i>Design Only</i>  |
| Topgolf International, Inc. | 5,296,536 | TOPGOLF CRUSH |
| Topgolf International, Inc. | 5,478,520 | SWING SUITE |
| Topgolf International, Inc. | 5,498,901 | TOPCHIP |
| Topgolf International, Inc. | 5,498,902 | TOPPRESSURE |
| Topgolf International, Inc. | 5,498,903 | TOPSCORE |
| Topgolf International, Inc. | 5,498,807 | TOPLIFE & Shield Design |
| Topgolf International, Inc. | 5,246,495 | TOPGOLF MEDIA |
| Topgolf International, Inc. | 5,444,282 | TOPTRACER RANGE |
| Topgolf International, Inc. | 5,444,274 | TOPTRACER |
| Topgolf International, Inc. | 5,434,276 | TOPTRACER & Shield Design |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|-----------------------------|---------------------|---|
| Topgolf International, Inc. | 5,434,270 | TOPSCRAMBLE |
| Topgolf International, Inc. | 5,341,589 | TOPLIFE |
| Topgolf International, Inc. | 5,846,414 | JEWEL JAM |
| Topgolf International, Inc. | 6,011,855 | MISSION: AMBITION |
| Topgolf International, Inc. | 5,745,944 |  Shield Design |
| Topgolf International, Inc. | 5,768,099 | TOPCHALLENGE |
| Topgolf International, Inc. | 5,801,886 | TOPCHALLENGE |
| Topgolf International, Inc. | 5,951,788 | TOPCONTENDER |
| Topgolf International, Inc. | 5,795,682 | TOPCONTENDER |
| Topgolf International, Inc. | 5,722,852 | TOPDRIVE |
| Topgolf International, Inc. | 5,745,943 | TOPGOLF |
| Topgolf International, Inc. | 5,768,097 | TOPPRESSURE |
| Topgolf International, Inc. | 5,795,681 | TOPSHOT |

PATENTS

| REGISTERED OWNER | REGISTERED PATENT No. | ISSUE DATE |
|-----------------------------|-----------------------|--------------------|
| TOPGOLF INTERNATIONAL, INC. | D530,766 | October 24, 2006 |
| TOPGOLF INTERNATIONAL, INC. | 7,691,009 | April 6, 2010 |
| TOPGOLF INTERNATIONAL, INC. | 7,766,766 | August 3, 2010 |
| TOPGOLF INTERNATIONAL, INC. | 8,002,645 | August 23, 2011 |
| TOPGOLF INTERNATIONAL, INC. | 8,425,350 | April 23, 2013 |
| TOPGOLF INTERNATIONAL, INC. | 8,758,166 | June 24, 2014 |
| TOPGOLF INTERNATIONAL, INC. | 9,132,326 | September 15, 2015 |
| WORLD GOLF TOUR, LLC | 7,806,777 | October 5, 2010 |
| WORLD GOLF TOUR, LLC | 7,847,808 | December 7, 2010 |
| WORLD GOLF TOUR, LLC | 8,029,359 | October 4, 2011 |
| WORLD GOLF TOUR, LLC | 8,342,951 | January 1, 2013 |
| TOPGOLF INTERNATIONAL, INC. | 9,592,424 | March 14, 2017 |
| TOPGOLF INTERNATIONAL, INC. | 9,623,303 | April 18, 2017 |

PATENT APPLICATIONS

| APPLICANT | SERIAL NO. | FILING DATE |
|-----------------------------|------------|--------------------|
| TOPGOLF INTERNATIONAL, INC. | 16/383,397 | April 12, 2019 |
| TOPGOLF INTERNATIONAL, INC. | 29/706,400 | September 19, 2019 |