

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626335

| | | | |
|---|---|------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ANTARES GOLF, LLC | | 02/12/2021 | Limited Liability Company: VIRGINIA |
| TROON GOLF, L.L.C. | | 02/12/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | OWL ROCK CAPITAL CORPORATION | | |
| Street Address: | 399 PARK AVENUE, 38TH FLOOR | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5142384 | BUFFALO STRONG | |
| Registration Number: | 5880558 | MAKE MY GAME | |
| Registration Number: | 5176989 | THE MOST POWERFUL PLATFORM IN GOLF | |
| Registration Number: | 5880557 | WADDLE | |
| Registration Number: | 4688585 | WLGO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2122919868 | | |
| <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: | 2125584229 | | |
| 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 | | |
| NAME OF SUBMITTER: | Raffaele A. DeMarco | | |
| SIGNATURE: | /Raffaele A. DeMarco/ | | |

OP \$140.00 5142384

DATE SIGNED:

02/15/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 12, 2021, is made by the entities listed on the signature pages hereof (each a "Grantor"), in favor of Owl Rock Capital Corporation ("Owl Rock"), as administrative agent for the Lenders and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

Whereas, pursuant to the Credit Agreement, dated as of September 29, 2017 (as amended by Amendment No. 1 to Credit Agreement, dated as of November 28, 2017, by Amendment No. 2 to Credit Agreement, dated as of February 1, 2018, by Amendment No. 3 to Credit Agreement, dated as of June 29, 2018, by Amendment No. 4 to Credit Agreement, dated as of March 29, 2019, by Amendment No. 5 to Credit Agreement, dated as of December 31, 2020, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Troon Golf, L.L.C. ("Borrower"), Green Links Holdings, LLC ("Holdings"), the other loan parties party thereto, the lenders and the L/C issuers from time to time party thereto, the Administrative Agent, the lenders and the L/C issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of September 29, 2017, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative 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 Intellectual Property Collateral. Each 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 such Grantor, hereby grants, mortgages, pledges and hypothecates to the Administrative 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 each Grantor (the "IP Collateral"):

(a) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto;

(b) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 2 hereto;

(c) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark (and all goodwill connected with the use of, and symbolized by, each the Trademark), including, without limitation, those referred to on Schedule 3 hereto; provided, that no Lien and security interest is granted under this Intellectual Property Security Agreement on any “intent to use” Trademark applications unless and until a statement of use or amendment to allege use has been filed;

(d) all renewals, reversions and extensions of the foregoing; and

(e) 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 Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the IP 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.

Grantor Remains Liable. Each Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and IP Licenses subject to a security interest hereunder.

Section 4. Counterparts. This Intellectual Property 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.

Section 5. Governing Law. This Intellectual Property 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 Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ANTARES GOLF, LLC

as a Grantor

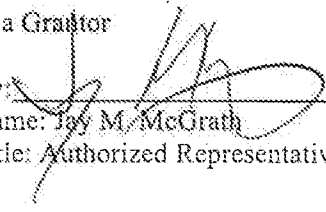
By: 

Name: Jay M. McGrath

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

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

By: 
Name: Jay M. McGrath
Title: Authorized Representative

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007192 FRAME: 0935

ACCEPTED AND AGREED
as of the date first above written:

OWL ROCK CAPITAL CORPORATION,
as Administrative Agent

By:  _____
Name: Alexis Maged
Title: Authorized Signatory

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights and Copyright Applications

None.

Copyright Licenses

None.

SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

None.

Patent Licenses

SaaS Agreement dated September 15, 2020 by and between Troon Golf, L.L.C. and The Ultimate Software Group, Inc.

Card Program and Service Agreement dated August 10, 2017 by and between Troon Golf, L.L.C. and EML Payments USA, LLC.

License and Services Agreement dated December 1, 2018 by and between Troon Golf, L.L.C. and GolfNow, LLC d/b/a Golf Advisor.

Microsoft Business and Services Agreement dated 2018 by and between Troon Golf, L.L.C. and Microsoft Corporation.

Enterprise Agreement dated 2018 by and between Troon Golf, L.L.C. and Microsoft Corporation.

SCHEDULE 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks and Trademark Applications

| Mark | Country | Serial No./ Filing Date | Reg. No./ Reg. Date | Int'l Classes | Owner | Status/ Registration Basis |
|---------------------------------------|------------|----------------------------|------------------------|------------------|-------------------|----------------------------------|
| BUFFALO STRONG | US Federal | 86606259 22-APR-2015 | 5142384 14-FEB-2017 | 35, 41, 44 | Antares Golf, LLC | Registered. |
| MAKE MY GAME | US Federal | 87518997 07-JUL-2017 | 5880558 08-OCT-2019 | 41, 42 | Antares Golf, LLC | Registered. |
| THE MOST POWERFUL PLATFORM IN GOLF | US Federal | 86606230 22-APR-2015 | 5176989 04-APR-2017 | 35, 41, 44 | Antares Golf, LLC | Registered. |
| WADDLE | US Federal | 87518992 07-JUL-2017 | 5880557 08-OCT-2019 | 36, 41, 42 | Antares Golf, LLC | Registered. |
| WLGO | US Federal | 86333876 10-JUL-2014 | 4688585 17-FEB-2015 | 36, 41 | Antares Golf, LLC | Registered. |

Trademark Licenses

None.