

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worldwide Golf Shops LLC		05/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3969451	UINTA GOLF	
Registration Number:	3979967	TOTAL FIT PERSONALIZED CUSTOM CLUB FITTI	
Registration Number:	3698202	GOLFBETTER PODCASTS	
Registration Number:	2569451	EDWIN WATTS GOLF	
Registration Number:	2391023	UINTA GOLF	
Registration Number:	1470047	GOLFER'S WAREHOUSE	
Registration Number:	5895533	PINSEEKER	
Registration Number:	5895534	PINSEEKER	
Registration Number:	1402353	T.P.W.	
Registration Number:	4473361	LAS VEGAS GOLF & TENNIS	
Registration Number:	4460868	LAS VEGAS GOLF	
Registration Number:	5112934	ROGER DUNN	
Registration Number:	5112935	ROGER DUNN GOLF SHOPS	
Registration Number:	4227966		
Registration Number:	4825072	BUDGETGOLF.COM	
Registration Number:	4865356	BUDGET GOLF	
Registration Number:	4788774	BUDGET GOLF	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 3969451

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 2: Attn: TMSU

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397.05.0529
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NAME OF SUBMITTER:	Felicia D. Gordon
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SIGNATURE:	/Felicia D. Gordon/
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DATE SIGNED:	07/09/2021
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of May 10, 2021, by and between **WORLDWIDE GOLF SHOPS LLC**, a Delaware limited liability company (in such capacity, the "Grantor"), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as may be amended or modified from time to time, the "Credit Agreement"), by and among the Grantor, the other Loan Parties party thereto, the Lenders party thereto from time to time, and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Grantor is a party to that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Grantor, the other Loan Parties party thereto and the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the promises 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:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing;

(d) all rights to sue for past, present, and future infringements thereof; and

(e) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by email, .pdf, facsimile or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Each party agrees that the electronic signatures of the parties included in this Trademark Security Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signatures" mean any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time or as provided under the Uniform Commercial Code as adopted by the State of New York. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND**

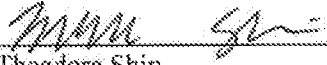
JURY TRIAL WAIVER AS SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

GRANTOR:

WORLDWIDE GOLF SHOPS LLC,
a Delaware limited liability company

By: 
Name: Theodore Shin
Title: President

[Signature page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Philip Bosma

Title: Authorized Officer

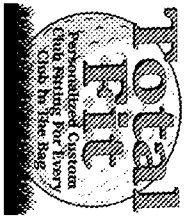
[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007350 FRAME: 0385



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

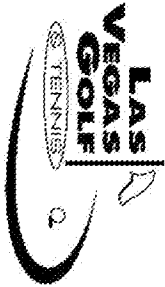
TRADEMARKS

MARK	FILED DATE	APP. NO.	REG. NO.	OWNER	COUNTR
UNTA GOLF	Aug 3, 2010	85099407	3969451	Compan	United States of America
UNTA GOLF					
TOTAL FIT PERSONALIZED CUSTOM CLUB FITTING FOR EVERY CLUB IN THE BAG	Aug 11, 2009	77801959	3979967	Compan	United States of America
			Renewal due June 21, 2021 ¹		
GOLFBETTER PODCASTS	Mar 6, 2009	77685596	3698202	Compan	United States of America



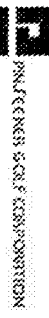

¹ This trademark registration will lapse for non-use.

MARK	FILED DATE	APP. NO.	REG. NO.	OWNER	COUNTRY
EDWIN WATTS GOLF EDWIN WATTS GOLF	2000 Aug 14,	76110101	2569451 Renewal due May 14, 2022	Compan Y	United States of America
UINTA GOLF 	1999 Feb 8,	75639294	2391023	Compan Y	United States of America
GOLFER'S WAREHOUSE	1986 Oct 3,	73624135	1470047	Compan Y	United States of America
PINSEEKER 	2019 April 10,	88380622	5895533	Compan Y	United States of America
PINSEEKER	2019 April 10,	88380625	5895534	Compan Y	United States of America

MARK	FILED	DATE	APP. NO.	REG. NO.	OWNER	COUNTR
T.P.W.	1985	Dec 10,	73572775	1402353	Compan Y	United States of America
LAS VEGAS GOLF & TENNIS	2012	May 08,	85620098	4473361	Compan Y	United States of America
						
LAS VEGAS GOLF	2012	May 08,	85620059	4460868	Compan Y	United States of America
ROGER DUNN	2016	Apr 18,	87005053	5112934	Compan Y	United States of America
ROGER DUNN GOLF SHOPS	2016	Apr 18,	87005056	5112935	Compan Y	United States of America



MARK	FILED DATE	APP. NO.	REG. NO.	OWNER	COUNTRY
	2011 Feb 14,	85977502	4227966	Compan Y	United States of America
PINSEEKER & DESIGN	1989 Apr 19,	508983	508983	Compan Y	Australia
PIN SEEKER & DESIGN	1989 Apr 19,	125449	1612524	Compan Y	France
PINSEEKER	r 4, 2019 Novembe	4596100	4596100	Compan Y	France
PINSEEKER	r 4, 2019 Novembe	4596103	4596103	Compan Y	France
<i>Pinseeker</i>					
PINSEEKER & DESIGN	1972 Nov 29,	1972-168931	1143370	Compan Y	Japan

MARK	FILED DATE	APP. NO.	REG. NO.	OWNER	COUNTRY
PINSEEKER & DESIGN	Apr 4, 1991	1460747	1460747	Compan	United Kingdom
PIN SEEKER GOLF CORPORATION	Sep 23, 1985	401985001622 0, renewed under numbers 5020060010830; 5620060012149; 5019970000280	400137322000	Compan	Republic of Korea
 PIN SEEKER & GOLF CORPORATION					
BUDGETGOLF.COM	October 6, 2015	86358873	4825072	Compan	United States of America
BUDGET GOLF	December 18, 2015	86358796	4865356	Compan	United States of America
	Aug. 11, 2015	86358759	4788774	Compan	United States of America