TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM810112

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WORLDWIDE GOLF SHOPS LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SALEM INVESTMENT PARTNERS IV, LIMITED PARTNERSHIP
Street Address:	7900 TRIAD CENTER DRIVE
Internal Address:	SUITE 333
City:	GREENSBORO
State/Country:	NORTH CAROLINA
Postal Code:	27409
Entity Type:	Limited Partnership: NORTH CAROLINA

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4865356	BUDGET GOLF
Registration Number:	4825072	BUDGETGOLF.COM
Registration Number:	4788774	BUDGET GOLF
Registration Number:	4227966	
Registration Number:	2569451	EDWIN WATTS GOLF
Registration Number:	3698202	GOLFBETTER PODCASTS
Registration Number:	2518083	GOLFDOM
Registration Number:	2387383	GOLFDOM
Registration Number:	1470047	GOLFER'S WAREHOUSE
Registration Number:	4460868	LAS VEGAS GOLF
Registration Number:	4925175	LIVE THE GAME
Registration Number:	5895533	PINSEEKER
Registration Number:	5895534	PINSEEKER
Registration Number:	6851379	PINSEEKER
Registration Number:	5112934	ROGER DUNN
Registration Number:	5112935	ROGER DUNN GOLF SHOPS
Registration Number:	1402353	T.P.W.
Registration Number:	3969451	UINTA GOLF TRADEMARK

TRADEMARK

REEL: 008111 FRAME: 0793

900772570

Property Type	Number	Word Mark
Registration Number:	2391023	UINTA GOLF
Registration Number:	2517486	3 BALLS.COM
Registration Number:	2478235	3BALLS
Registration Number:	3256204	GLOBALGOLF
Registration Number:	3256230	GLOBALGOLF
Registration Number:	3425360	GOLFSHOESONLY.COM
Registration Number:	3597286	GOLFSHOESONLY.COM
Registration Number:	5579269	U TRY
Registration Number:	5629841	U TRY
Registration Number:	6835389	UGUARD
Registration Number:	6816479	UGUARD
Registration Number:	6799291	UPERKS
Registration Number:	6862465	USELECT
Registration Number:	6810606	USELECT
Registration Number:	6810637	UTRADE-IN
Registration Number:	6862492	UTRADE-IN

CORRESPONDENCE DATA

Fax Number: 3362329045

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: 9195736245

Email: shovaniec@brookspierce.com
Correspondent Name: Samantha Hovaniec, Esq.

Address Line 1: 150 Fayetteville St.

Address Line 2: Suite 1700, Wells Fargo Capitol Center Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	Salem Inv. (WWG)
NAME OF SUBMITTER:	Samantha Hovaniec
SIGNATURE:	/Samantha Hovaniec/
DATE SIGNED:	05/12/2023

Total Attachments: 15

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THE RIGHTS AND REMEDIES OF LENDER ARE SUBJECT TO A SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF, BETWEEN LENDER AND JPMORGAN CHASE BANK, N.A., AS SENIOR AGENT, AS ACKNOWLEDGED BY WORLDWIDE GOLF SHOPS LLC AND CERTAIN OF ITS AFFILIATES, AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made as of March 21, 2023, by and between **WORLDWIDE GOLF SHOPS LLC**, a Delaware limited liability company (in such capacity, the "<u>Grantor</u>"), and **SALEM INVESTMENT PARTNERS IV**, **LIMITED PARTNERSHIP**, a North Carolina limited partnership (the "<u>Lender</u>"), the lender under the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Purchase Agreement dated as of the date hereof (as may be amended or modified from time to time, the "<u>Credit Agreement</u>"), by and among the Grantor, the other Loan Parties party thereto and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrower 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 Lender;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender 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 Lender 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. <u>DEFINED TERMS.</u> 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. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.</u> The Grantor hereby pledges, collaterally assigns and grants to the Lender 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 "<u>Security Interest</u>") 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 <u>Schedule I</u>;
 - (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. <u>SECURITY FOR SECURED OBLIGATIONS.</u> 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 Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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. <u>AUTHORIZATION TO SUPPLEMENT.</u> 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 Lender 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 Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS.</u> This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Subject to the terms of the Credit Agreement, delivery of an executed counterpart of a signature page of this Trademark Security Agreement that is an Electronic Signature (as defined in the Credit Agreement) transmitted by facsimile, emailed pdf,

or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

- 7. <u>CHOICE OF LAW.</u> 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 NORTH CAROLINA.
- 8. <u>MISCELLANEOUS.</u> 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]

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4882-2953-9414.v3 **TRADEN**

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 (SEAL), a Delaware limited liability company

Name: Theodore Shin

Title: President

[Signature page to Trademark Security Agreement]

LENDER:

SALEM INVESTMENT PARTNERS IV, LIMITED PARTNERSHIP (SEAL)

By: SIP JW Management LLC, Its General Partner

David Faris, Manager

[Signature page to Trademark Security Agreement]

SCHEDULE I

U.S. REGISTERED TRADEMARKS

Mark	Date Filed	App. / Serial	Reg. No.	Owner	Country
BUDGET GOLF	8/6/2014	86358796	4865356	Worldwide Golf Shops LLC	United States of America
BUDGETGOLF.COM	8/6/2014	86358873	4825072	Worldwide Golf Shops LLC	United States of America
(0031.003)	8/6/2014	86358759	4788774	Worldwide Golf Shops LLC	United States of America
	2/14/2011	85977502	4227966	Worldwide Golf Shops LLC	United States of America
EDWIN WATTS GOLF	8/14/2000	76110101	2569451	Worldwide Golf Shops LLC	United States of America
GOLFBETTER PODCASTS	3/6/2009	77685596	3698202	Worldwide Golf Shops LLC	United States of America
GOLFDOM	4/30/1999	75693933	2518083	Worldwide Golf Shops LLC	United States of America
GOLFDOM	4/30/1999	75693934	2387383	Worldwide Golf Shops LLC	United States of America
GOLFER'S WAREHOUSE	10/3/1986	73624135	1470047	Worldwide Golf Shops LLC	United States of America
LAS VEGAS GOLF	5/8/2012	85620059	4460868	Worldwide Golf Shops LLC	United States of America
LIVE THE GAME	1/22/2015	86510783	4925175	Worldwide Golf Shops LLC	United States of America

[Schedule I to Trademark Security Agreement]

PINSEEKER	4/10/2019	88380622	5895533	Worldwide Golf Shops LLC	United States of America
PINSEEKER	4/10/2019	88380625	5895534	Worldwide Golf Shops LLC	United States of America
PINSEEKER	8/25/2021	90901940	6851379	Worldwide Golf Shops LLC	United States of America
ROGER DUNN	4/18/2016	87005053	5112934	Worldwide Golf Shops LLC	United States of America
ROGER DUNN GOLF SHOPS	4/18/2016	87005056	5112935	Worldwide Golf Shops LLC	United States of America
T.P.W.	12/10/1985	73572775	1402353	Worldwide Golf Shops LLC	United States of America
UINTA GOLF	8/3/2010	85099407	3969451	Worldwide Golf Shops LLC	United States of America
UINTA GOLF	2/8/1999	75639294	2391023	Worldwide Golf Shops LLC	United States of America
3 BALLS.COM	7/13/2000	78/016581	2517486	Worldwide Golf Shops LLC	United States of America
3BALLS	7/13/2000	78/016570	2478235	Worldwide Golf Shops LLC	United States of America
GLOBALGOLF	8/17/2006	78/954611	3256204	Worldwide Golf Shops LLC	United States of America

GLOBALGOLF	8/18/2006	78/955032	3256230	Worldwide Golf Shops LLC	United States of America
GOLFSHOESONLY.COM	2/20/2007	77/111653	3425360	Worldwide Golf Shops LLC	United States of America
GOLFSHOESONLY.COM	1/11/2008	77/369896	3597286	Worldwide Golf Shops LLC	United States of America
U TRY (D) try	2/16/2018	87/801098	5579269	Worldwide Golf Shops LLC	United States of America
U TRY	6/18/2018	88/003952	5629841	Worldwide Golf Shops LLC	United States of America
UGUARD	6/7/2021	90/757780	6835389	Worldwide Golf Shops LLC	United States of America
UGUARD UGuard	6/7/2021	90/757804	6816479	Worldwide Golf Shops LLC	United States of America
UPERKS	6/7/2021	90/757772	6799291	Worldwide Golf Shops LLC	United States of America

USELECT USelect	6/1/2021	90/745996	6862465	Worldwide Golf Shops LLC	United States of America
USELECT	4/22/2021	90/664211	6810606	Worldwide Golf Shops LLC	United States of America
UTRADE-IN	6/7/2021	90/757782	6810637	Worldwide Golf Shops LLC	United States of America
UTRADE-IN ①Trade-in	6/7/2021	90/757786	6862492	Worldwide Golf Shops LLC	United States of America

U.S. TRADEMARK APPLICATIONS

Mark	Date Filed	App. / Serial No.	Owner	Country
FA TA	9/13/2022	97589902	ForeAll, LLC	United States of America
Fore All	9/13/2022	97589883	ForeAll, LLC	United States of America
MIKE'S GOLF OUTLET	9/27/2022	97609280	Worldwide Golf Shops LLC	United States of America
PURE GOLF	1/21/2021	90479219	Worldwide Golf Shops LLC	United States of America
SWING'EM AGAIN GOLF	9/27/2021	97047235	Worldwide Golf Shops LLC	United States of America

[Schedule I to Trademark Security Agreement]

SWING'EM AGAIN GOLF	9/27/2022	97609267	Worldwide Golf Shops LLC	United States of America
THE GOLF MART	11/16/2021	97127962	Worldwide Golf Shops LLC	United States of America
THE GOLF MART THE GOLF MART SERVING GOLFERS SINCE 1984	11/16/2021	97127978	Worldwide Golf Shops LLC	United States of America
V.I.G.	8/22/2022	97/559,048	Worldwide Golf Shops LLC	United States of America
WILD CARD GOLF	8/17/2022	97552715	Worldwide Golf Shops LLC	United States of America
UPERKS ①Perks	6/7/2021	90/757797	Worldwide Golf Shops LLC	United States of America
UPERKS PLATINUM Perks Patinum	6/7/2021	90/757791	Worldwide Golf Shops LLC	United States of America
UPERKS PLATINUM	6/7/2021	90/757778	Worldwide Golf Shops LLC	United States of America
ALL ABOUT U	6/30/2021	90/803016	Worldwide Golf Shops LLC	United States of America

TRADEMARK REGISTRATIONS AND APPLICATIONS OUTSIDE OF THE U.S.

Mark	Date Filed	App. / Serial No.	Reg. No.	Owner	Country	Status
THE GOLF MART	5/4/2022	1663712		Worldwide	European	PENDING
				Golf Shops	Union	
				LLC		
THE GOLF MART	5/4/2022	1663712		Worldwide	Japan	PENDING
				Golf Shops		
				LLC		
THE GOLF MART	5/4/2022	1663712		Worldwide	Republic of	PENDING
				Golf Shops	Korea	
				LLC		

[Schedule I to Trademark Security Agreement]

THE GOLF MART	5/4/2022	WO0000 0016637 12	WO0000 0016637 12	Worldwide Golf Shops LLC	United Kingdom	REGISTERED
THE GOLF MART	5/4/2022	1663712		Worldwide Golf Shops LLC	Vietnam	PENDING
THE GOLF MART	5/4/2022	1663712		Worldwide Golf Shops LLC	Switzerland	PENDING
THE GOLF MART	5/4/2022	1663712		Worldwide Golf Shops LLC	Philippines	PENDING
THE GOLF MART	5/4/2022	1663712		Worldwide Golf Shops LLC	Indonesia	PENDING
THE GOLF MART	5/4/2022	1663712		Worldwide Golf Shops LLC	Australia	PENDING
THE GOLF MART	5/4/2022	1663712		Worldwide Golf Shops LLC	New Zealand	PENDING
THE GOLF MART	5/4/2022	1663712		Worldwide Golf Shops LLC	Malaysia	PENDING
THE GOLF MART	5/4/2022	1663712	1663712 (Madrid Protocol)	Worldwide Golf Shops LLC	Australia Switzerland China European Union UK Indonesia Japan, Korea (Republic of) Malaysia New Zealand Philippines Viet Nam	REGISTERED

WORLDWIDE GOLF	5/4/2022	1663715	1663715 (Madrid Protocol)	Worldwide Golf Shops LLC	Australia Switzerland China European Union UK Indonesia Japan, Korea (Republic of) Malaysia New Zealand Philippines Viet Nam	REGISTERED
WORLDWIDE GOLF	5/4/2022	1663715		Worldwide Golf Shops LLC	Japan	PENDING
WORLDWIDE GOLF	5/4/2022	1663715		Worldwide Golf Shops LLC	Republic of Korea	PENDING
WORLDWIDE GOLF	5/4/2022	1663715		Worldwide Golf Shops LLC	Switzerland	PENDING
WORLDWIDE GOLF	5/4/2022	1663715		Worldwide Golf Shops LLC	Vietnam	PENDING
WORLDWIDE GOLF	5/4/2022	1663715		Worldwide Golf Shops LLC	European Union	PENDING
WORLDWIDE GOLF	5/4/2022	1663715	WO0000 0016637 15	Worldwide Golf Shops LLC	United Kingdom	REGISTERED
WORLDWIDE GOLF	5/4/2022	1663715		Worldwide Golf Shops LLC	Australia	PENDING
WORLDWIDE GOLF	5/4/2022	1663715		Worldwide Golf Shops LLC	New Zealand	PENDING
WORLDWIDE GOLF	5/4/2022	1663715		Worldwide Golf Shops LLC	Philippines	PENDING
WORLDWIDE GOLF	5/4/2022	1663715		Worldwide Golf Shops LLC	Indonesia	PENDING

WORLDWIDE GOLF	5/4/2022	1663715		Worldwide Golf Shops LLC	Malaysia	PENDING
WORLDWIDE GOLF SHOPS	5/4/2022	1663717	1663717 (Madrid Protocol)	Worldwide Golf Shops LLC	Australia Switzerland China European Union UK Indonesia Japan, Korea (Republic of) Malaysia New Zealand Philippines Viet Nam	REGISTERED
WORLDWIDE GOLF SHOPS	5/4/2022	1663717		Worldwide Golf Shops LLC	Australia	PENDING
WORLDWIDE GOLF SHOPS	5/4/2022	1663717		Worldwide Golf Shops LLC	New Zealand	PENDING
WORLDWIDE GOLF SHOPS	5/4/2022	1663717		Worldwide Golf Shops LLC	Philippines	PENDING
WORLDWIDE GOLF SHOPS	5/4/2022	1663717		Worldwide Golf Shops LLC	Indonesia	PENDING
WORLDWIDE GOLF SHOPS	5/4/2022	1663717		Worldwide Golf Shops LLC	Malaysia	PENDING
WORLDWIDE GOLF SHOPS	5/4/2022	1663717		Worldwide Golf Shops LLC	European Union	PENDING
WORLDWIDE GOLF SHOPS	5/4/2022	1663717		Worldwide Golf Shops LLC	Japan	PENDING
WORLDWIDE GOLF SHOPS	5/4/2022	1663717		Worldwide Golf Shops LLC	Republic of Korea	PENDING
WORLDWIDE GOLF SHOPS	5/4/2022	1663717		Worldwide Golf Shops LLC	Switzerland	PENDING

WORLDWIDE GOLF SHOPS	5/4/2022	1663717		Worldwide Golf Shops LLC	United Kingdom	ABANDONE D
WORLDWIDE GOLF SHOPS	5/4/2022	1663717		Worldwide Golf Shops LLC	Vietnam	PENDING
PINSEEKER	11/4/2019	4596100	4596100	Worldwide Golf Shops LLC	France	REGISTERED
PINSEEKER & DESIGN	11/4/2019	4596103	4596103	Worldwide Golf Shops LLC	France	REGISTERED
PINSEEKER & DESIGN	4/19/1989	508983	508983	Worldwide Golf Shops LLC	Australia	REGISTERED
PINSEEKER & DESIGN	4/19/1989	1612524	1612524	Worldwide Golf Shops LLC	France	REGISTERED
PINSEEKER & DESIGN	11/29/197	16931/19 72	1143370	Worldwide Golf Shops LLC	Japan	REGISTERED
PINSEEKER & DESIGN	4/4/1991	1460747	1460747	Worldwide Golf Shops LLC	United Kingdom	REGISTERED
PINSEEKER	11/4/2019	4596103	4596103	Worldwide Golf Shops LLC	France	REGISTERED
PIN SEEKER GOLF CORPORATION	9/23/1985	4019850 016220, renewed under numbers 5020060 010830; 5620060 012149; 5019970 000280	4001373 220000	Worldwide Golf Shops LLC	Republic of Korea	REGISTERED

LICENSES

Disclosure of Licenses on this Schedule I includes only such Licenses whereby Company has licensed intellectual property to a third party for the operation of a retail store and other related purposes, in exchange for royalties or other payment.

- 1. Trademark License Agreement dated as of February 1, 2020, between The Company, as successor in interest to Worldwide Golf Enterprises, Inc., and Roger Dunn Golf Hawaii, LLC, as amended by the Amendment to Trademark License Agreement dated as of April 29, 2021 (as amended from time to time).
- 2. Trademark License Agreement dated October 1, 2007, by and between The Company, as successor in interest to Worldwide Golf Enterprises, Inc., and Schaffer Golf.
- 3. Trademark License Agreement dated December 1, 2015, by and between The Company, as successor in interest to GWNE, Inc., and Links Golf Center, Inc.
- 4. Trademark License Agreement dated May 23, 2014, by and between The Company, as successor in interest to Worldwide Golf Enterprises, Inc., and Chase Me, Inc.
- 5. License Agreement dated as of October 20, 2004, between The Company, as successor in interest to Worldwide Golf Enterprises, Inc., and Bushnell Performance Optics.

[Schedule I to Trademark Security Agreement]

4863-9750-5623.v2

RECORDED: 05/12/2023