

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIDE MANUFACTURING COMPANY, LLC		12/15/2015	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as administrative agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
Internal Address:	c/o MidCap Financial Services, LLC, as servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	statutory trust: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2994326	PRIDE GOLF TEE	
Registration Number:	4301669	DISTANCE PLUS	
Registration Number:	3915100	TOUR FLEX	
Registration Number:	3949415	DISTANCE PLUS	
Registration Number:	4283361	DP DISTANCE PLUS	
Registration Number:	3904487	PRIDESPORTS	
Registration Number:	4183872	PRIDESPORTS	
Registration Number:	3949416	DP DISTANCE PLUS	
Serial Number:	85468034	DYNACLAWS	
Registration Number:	2951230	PROLENGTH-PLUS	
Registration Number:	3036361	PROLENGTH-MAX	
Registration Number:	2951231	SHORTEE	
Registration Number:	2951232	PROLENGTH	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			

CH \$340.00 2994326

Phone: 3126097897
Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 47901000006

NAME OF SUBMITTER: Holly Miller

SIGNATURE: /Holly Miller/

DATE SIGNED: 12/30/2015

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement") made as of December 15, 2015, by **PRIDE MANUFACTURING COMPANY, LLC**, a Wisconsin limited liability company, ("Grantor"), in favor of **MIDCAP FINANCIAL TRUST**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor, Grantee and Lenders, along with the other parties thereto, are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extension of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement and that certain Security and Pledge Agreement, executed as of the date hereof, by and among Grantor, Grantee, the Lenders and the other parties thereto (the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing, or owned, acquired or arising hereafter: (i) all of Grantor's Trademarks (as defined in the Security Agreement) including each Trademark registration and application listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office, and (ii) all Proceeds of any such Trademarks, including, among other things, Trademark Licenses (collectively the "Trademark Collateral").

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as set forth in the Security Agreement.

2. Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby reaffirms its grants to the Grantee, for its benefit and the benefit of the Lenders, of a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to the Trademark Collateral,

whether now owned or existing or owned, acquired, or arising hereafter. This Agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail transmission shall as effective as delivery of a manually executed counterpart hereof or thereof.

(Signature Pages Follow)

(Signature Page to Trademark Security Agreement)

GRANTOR:

PRIDE MANUFACTURING COMPANY,
LLC, a Wisconsin limited liability company

By: Stephen Keane

Stephen Keane
Chief Financial Officer

*intending and confirming by this signature to
join this Agreement as a "Grantor" and
"Credit Party" immediately upon
consummation of the Acquisition*

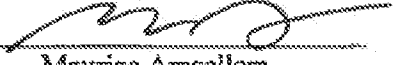
(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above

GRANTEE: MIDCAP FINANCIAL TRUST, a Delaware statutory
trust



By: Apollo Capital Management, L.P.
Its: Investment Manager

By: Apollo Capital Management GP, LLC
Its: General Partner

By: 
Maurice Amsellem
Authorized Signatory

Schedule 1

United States Trademark Applications and Registrations

Mark	Reg. / App. No.	Filing Date	Reg. Date	Current Owner of Record
PRIDE GOLF TEE	Reg. 2994326	11/17/03	09/13/05	Pride Manufacturing Company, LLC
DISTANCE PLUS	Reg. 4,301,669	11/20/09	3/12/13	Pride Manufacturing Company, LLC
TOUR FLEX	Reg. 3,915,100	12/03/09	2/1/11	Pride Manufacturing Company, LLC
DISTANCE PLUS	Reg. 3,949,415	05/25/10	04/19/11	Pride Manufacturing Company, LLC
dp DISTANCE PLUS	Reg. 4,283,361	7/13/10	01/29/13	Pride Manufacturing Company, LLC
				
PRIDESPORTS	Reg. 3,904,487	7/20/10	1/11/11	Pride Manufacturing Company, LLC
PRIDESPORTS	Reg. 4,183,872	10/20/10	07/31/12	Pride Manufacturing Company, LLC
dp DISTANCE PLUS	Reg. 3,949,416	07/13/10	04/19/11	Pride Manufacturing Company, LLC
				
DYNACLAWS	App. 85/468,034	11/9/11	N/A	Pride Manufacturing Company, LLC
PROLENGTH-PLUS	Reg. 2951230	5/12/04	5/17/05	Pride Manufacturing Company, LLC
<small>PROLENGTH-PLUS</small>				
PROLENGTH-MAX	Reg. 3036361	5/12/04	12/27/05	Pride Manufacturing Company, LLC
<small>PROLENGTH-MAX</small>				
SHORTEE	Reg. 2951231	5/12/04	5/17/05	Pride Manufacturing Company, LLC
<small>SHORTEE</small>				
PROLENGTH	Reg. 2951232	5/12/04	5/17/05	Pride Manufacturing Company, LLC
<small>PROLENGTH</small>				

TRADEMARK

REEL: 005699 FRAME: 0661

RECORDED: 12/30/2015