

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Topgolf International, Inc.		01/26/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent		
Street Address:	20 King Street West		
Internal Address:	4th Floor, Agency Services Group		
City:	TORONTO, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	banking association: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4197036	BURGERS & BOTTLES	
Registration Number:	3199136	I.D. BALL	
Registration Number:	3496840		
Registration Number:	4674980		
Registration Number:	3023963	TOP GOLF	
Registration Number:	4216510	TOPGOLF	
Registration Number:	4197035	TOPGOLF BURGERS & BOTTLES	
Registration Number:	4673170		
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214-745-5226		
Email:	AWALKER@WINSTEAD.COM		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	58902-1 TMSA TOPGOLF INTL		

CH \$215.00 4197036

NAME OF SUBMITTER:	Andrea Walker
SIGNATURE:	/Andrea Walker/
DATE SIGNED:	01/27/2016
Total Attachments: 10 source=58902-1 Trademark Security Agreement-executed (TopGolf Intl Inc)#page1.tif source=58902-1 Trademark Security Agreement-executed (TopGolf Intl Inc)#page2.tif source=58902-1 Trademark Security Agreement-executed (TopGolf Intl Inc)#page3.tif source=58902-1 Trademark Security Agreement-executed (TopGolf Intl Inc)#page4.tif source=58902-1 Trademark Security Agreement-executed (TopGolf Intl Inc)#page5.tif source=58902-1 Trademark Security Agreement-executed (TopGolf Intl Inc)#page6.tif source=58902-1 Trademark Security Agreement-executed (TopGolf Intl Inc)#page7.tif source=58902-1 Trademark Security Agreement-executed (TopGolf Intl Inc)#page8.tif source=58902-1 Trademark Security Agreement-executed (TopGolf Intl Inc)#page9.tif source=58902-1 Trademark Security Agreement-executed (TopGolf Intl Inc)#page10.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT entered into as of January 26, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), by and between Topgolf International, Inc., a Delaware corporation (the “Grantor”), and Royal Bank of Canada, in its capacity as administrative agent (the “Administrative Agent”), for the benefit of the Administrative Agent and the other Secured Parties.

PRELIMINARY STATEMENT

Grantor and other entities, each as a Loan Guarantor, the other Loan Parties, the Administrative Agent, JPM Morgan Chase Bank, N.A., as Syndication Agent, and the Lenders are entering into the Credit Agreement dated as of January 26, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). In connection with the Credit Agreement, Grantor executed and delivered the Pledge and Security Agreement dated as of January 26, 2016 (such agreement, together with all amendments and restatements thereto, the “Security Agreement”), in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement, the Secured Parties to provide Banking Services to the Grantors and the Secured Parties to enter into Swap Agreements with Grantors, and to secure the Secured Obligations;

As a condition precedent to the making of the Loans and the issuance of the Letters of Credit (including the initial Loan and Letter of Credit) under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

ACCORDINGLY, the Grantor and the Administrative Agent, on behalf of the Secured Parties hereby agree as follows:

AGREEMENT.

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

“Trademark License” means all of Grantor’s right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“Trademarks” means all of Grantor’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (f) all allegations of use under Section 1(c) or 1(d) of the Trademark Act (15 U.S.C. § 1051, *et. seq.*), and (g) all rights corresponding to any of the foregoing throughout the world.

2. Grant of Security Interest. Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Item A of Schedule 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Item B of Schedule 1 attached hereto; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Item A of Schedule 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of the Administrative Agent, on behalf of and for the benefit of the Secured Parties, in the Trademark Collateral in the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent, on behalf of and for the benefit of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent, on behalf of and for the benefit of the Secured Parties, with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

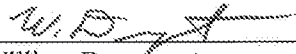
6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

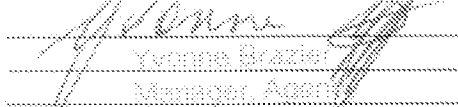
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GRANTOR:


TOPGOLF INTERNATIONAL, INC.,
a Delaware corporation



By: 
Name: William Davenport
Title: Vice President and Chief Financial Officer


ROYAL BANK OF CANADA, as Administrative Agent

By: 
Name: Yvonne Brazier
Title: Manager, A&D


SCHEDULE I
to Trademark Security Agreement

Item A		Registered Trademarks			
Registered Owner	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered
Topgolf International, Inc.	 BURGERS & BOTTLES & Design	4,197,036	43	43 – Bar and restaurant services	August 28, 2012
Topgolf International, Inc.	I.D. BALL	3,199,136	09	09 – Computer software used for locating golf balls and for calculating a golf score by tracking a golf ball on a certain area of a playing surface; computer firmware used for locating golf balls and for calculating a golf score by tracking a golf ball on a certain area of playing surface; transponders; electronic vending machines; electro-mechanical vending machines; electronically-operated scoreboards for athletic events, used for assessing and displaying scores made by participants in the said events; electronic golf-ball dispensing machines	January 16, 2007

Registered Owner	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered
Topgolf International, Inc.	 Shield Design	3,496,840	25, 28, 41	25 – Caps; Coats; Foul weather gear; Headwear; Jackets; Pullovers; Shirts; Sweaters; Windcheaters 28 – Bags specially adapted for sports equipment; Divot repair tools; Golf accessory pouches; Golf bag tags; Golf bags; Golf ball markers; Golf balls; Golf flags; Golf gloves; Golf tees 41 – Entertainment in the nature of golf tournaments; Conducting workshops and seminars in the field of golf; Golf courses; Golf driving range services; Golf instruction; Providing golf facilities; Production of DVDs, videotapes and television programs featuring golf; Production of radio and television programs	September 2, 2008
Topgolf International, Inc.	 Shield Design	4,674,980	41	41 – Entertainment in the nature of golf tournaments; conducting workshops and seminars in the field of golf; golf courses; golf driving range services; golf instruction; providing golf facilities; rental of golf equipment; entertainment services, namely, arranging and conducting of competitions for golf; golf club services	January 20, 2015

Registered Owner	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered
Topgolf International, Inc.		3,023,963	09, 41	<p>09 – Electronic golf-ball dispensing machines</p> <p>41 – Provision of facilities for playing or practicing the game of golf; arranging and conducting golf tournaments for the purposes of entertaining and instructing spectators and participants; operation of golf driving-ranges</p>	December 6, 2005

Registered Owner	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered
Topgolf International, Inc.	TOPGOLF BURGERS & BOTTLES	4,216,510	25, 28, 41	<p>25 – Bandanas; belts; caps; coats; footwear; foul weather gear; headwear; jackets; jerseys; pants; pullovers; shirts; shorts; socks; sweaters; undergarments; windcheaters; tops; bottoms</p> <p>28 – Bags specially adapted for sports equipment; covers for golf clubs; divot repair tools; golf accessory pouches; golf bag tags; golf bags; golf ball markers; golf balls; golf flags; golf gloves; golf tees; non-motorized golf carts; golf clubs; golf club heads</p> <p>41 – Entertainment in the nature of golf tournaments; conducting workshops and seminars in the field of golf; golf courses; golf driving range services; golf instruction; providing golf facilities; production of dvds, videotapes and television programs featuring golf; production of radio and television programs; rental of golf equipment; entertainment services, namely, arranging and conducting of golf competitions; golf club services</p> <p>43 – Bar and restaurant services</p>	October 2, 2012
Topgolf International, Inc.	TOPGOLF BURGERS & BOTTLES	4,197,035	43	43 – Bar and restaurant services	August 28, 2012

Registered Owner	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered
Topgolf International, Inc.	 TOPGOLF OUTFIELD TRADE DRESS	4,673,170	41	41 – Entertainment in the nature of golf tournaments; conducting workshops and seminars in the field of golf; golf courses; golf driving range services; golf instruction; providing golf facilities; rental of golf equipment; entertainment services, namely, arranging and conducting of competitions for golf; golf club services.	January 13, 2015

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Item B	Trademark Applications
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Applicant	Nature of Grantor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
None							

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