

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TopGolf USA Las Vegas, LLC		02/25/2016	LIMITED LIABILITY COMPANY: 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:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1060488	MGM GRAND	
Registration Number:	2857754	MGM GRAND	
Registration Number:	2540402	MGM GRAND	
Registration Number:	4727931	MGM GRAND	
Registration Number:	3908061	MGM GRAND	
Registration Number:	3870708	MGM GRAND	
Registration Number:	3943341	MGM GRAND	
Registration Number:	2642096	MGM GRAND	
Registration Number:	2510442	MGM GRAND	
Registration Number:	2515287	MGM GRAND	
Registration Number:	3870709	MGM GRAND	
Registration Number:	4023627	M LIFE	
Registration Number:	4023626	M LIFE	
Registration Number:	4092023	M LIFE	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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 LV
NAME OF SUBMITTER:	Andrea Walker
SIGNATURE:	/Andrea Walker/
DATE SIGNED:	02/29/2016

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT entered into as of February 25, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), by and between TopGolf USA Las Vegas, LLC, a Delaware limited liability company (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

Topgolf International, Inc., 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 entered 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 LAS VEGAS, LLC

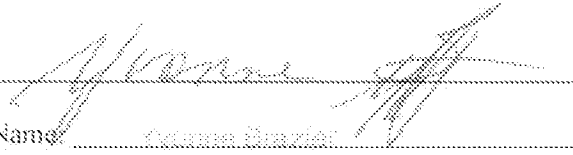
By: W. Davenport

Print Name: William Davenport

Print Title: Manager

ROYAL BANK OF CANADA,
as Administrative Agent

By:



Print Name:

Glenn Hunter
Manager Agent

Print Title:

SCHEDULE I
to Trademark Security Agreement

Item A		Registered Trademarks					
Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Issue
MGM Resorts International Corporation	Licensee	MGM GRAND	1060488	41, 42	(41) Entertainment services-namely, the presentation of vocal, musical and choreographic shows, motion pictures (42) Hotel and restaurant services	March 1, 1977	United States
MGM Resorts International Corporation	Licensee	MGM GRAND	2857754	43	Arena services, namely, providing facilities for sports, concerts, conventions and exhibitions; Bar services; Cafes; Cafeterias; Catering; Cocktail lounge buffets; Cocktail lounges; Hotel services for preferred customers; Hotels; Providing banquet and social function facilities for special occasions; Providing convention facilities; Providing facilities for exhibitions; Resort hotels; Restaurant services; Restaurants; and Snack bars	June 29, 2004	United States
MGM Resorts International Corporation	Licensee	MGM GRAND	2540402	41	Casino services	February 19, 2002	United States
MGM Resorts International Corporation	Licensee	MGM GRAND	4727931	25	Robes	April 28, 2015	United States
MGM Resorts International Corporation	Licensee	MGM GRAND	3908061	25	Clothing namely, polo-shirts, t-shirts, tank tops, shirts, jackets, jogging suits, sweat shirts, sweat pants, jeans, pants, robes, sleepwear, scarves, socks, slippers, hats and caps	January 18, 2011	United States

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Issue
MGM Resorts International Corporation	Licensee	MGM GRAND	3870708	35	Retail store services in the field of clothing, accessories, belts, handbags, footwear, swimwear, underwear, leather goods, wallets, umbrellas, perfumes, cosmetics, beauty and skin care products, hair products, bath products, jewelry, watches, sunglasses, cigarette lighters, home and garden decor and accessories, glassware, mugs, plates, key chains, coasters, candles, flowers, cigars, candies, wines, snacks, wine accessories, magazines, newspapers, glass sculptures, gifts and souvenirs, artwork, books, video recordings and convenience store items; issuing gift certificates which may then be redeemed for goods or services; Providing facilities for business meetings and conventions; Providing information in the field of shopping via the internet	November 2, 2010	United States
MGM Resorts International Corporation	Licensee	MGM GRAND	3943341	41	Operation of casino; cabaret; night clubs; providing facilities for and organizing sporting events; providing fitness and exercise facilities; special event planning for social entertainment purposes; amusement arcades, booking theater tickets; health club services, namely, providing instruction and equipment in the field of physical exercise; photography services; providing information in the field of gaming and entertainment, namely, shows, concerts, sporting events and hosting social events via the internet; conducting and providing facilities for special events featuring casino and gaming contests and tournaments	April 12, 2011	United States

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Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Issue
MGM Resorts International Corporation	Licensee						United States
MGM Resorts International Corporation	Licensee	MGM GRAND & WALKING LION LOGO	2642096	25	Wearing apparel, namely, polo-shirts, t-shirts, tank tops, shirts, jackets, jogging suits, sweat shirts, sweat pants, jeans, pants, robes, sleepwear, rompers, scarves, socks, slippers, hats and caps	October 29, 2002	United States
MGM Resorts International Corporation	Licensee	MGM GRAND & WALKING LION LOGO	2510442	41	Casino, golf course, sporting events and entertainment services, namely, live performances featuring musicians music and singers, prerecorded music and video, dancers, magicians, actors, acrobats and comedians	November 20, 2001	United States
MGM Resorts International Corporation	Licensee	MGM GRAND & WALKING LION LOGO	2515287	42	Resort hotel, restaurant, bar, lounge and spa services	December 4, 2001	United States

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Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Issue
MGM Resorts International Corporation		MGM GRAND & WALKING LION LOGO	3870709	35	Retail store services in the field of clothing, accessories, belts, handbags, footwear, swimwear, underwear, leather goods, wallets, umbrellas, perfumes, cosmetics, beauty and skin care products, hair products, bath products, jewelry, watches, sunglasses, cigarette lighters, home and garden decor and accessories, glassware, mugs, plates, key chains, coasters, candles, flowers, cigars, candies, wines, snacks, wine accessories, magazines, newspapers, glass sculptures, gifts and souvenirs, artwork, books, video recordings and convenience store items; issuing gift certificates which may then be redeemed for goods or services; Providing facilities for business meetings and conventions; Providing information in the field of shopping via the internet	November 2, 2010	United States
MGM Resorts International Corporation	Licensee	M LIFE	4023627	35	Customer loyalty services, namely, customer loyalty programs featuring loyalty coupons and loyalty points that provide casino benefits to reward repeat customers	September 6, 2011	United States
MGM Resorts International Corporation	Licensee	M LIFE	4023626	41	Casinos; Providing casino services featuring a casino players rewards program	September 6, 2011	United States
MGM Resorts International Corporation	Licensee	M LIFE	4092023	43	Hotel and restaurant services for preferred customers	January 24, 2012	United States

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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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