

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM396532

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TOPGOLF INTERNATIONAL, INC.		08/26/2016	Corporation: DELAWARE
WORLD GOLF TOUR, INC.		08/26/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4197036	BURGERS & BOTTLES	
<b>Registration Number:</b>	3199136	I.D. BALL	
<b>Registration Number:</b>	3496840		
<b>Registration Number:</b>	4674980		
<b>Registration Number:</b>	4216510	TOPGOLF	
<b>Registration Number:</b>	4197035	TOPGOLF BURGERS & BOTTLES	
<b>Registration Number:</b>	4673170		
<b>Registration Number:</b>	3332174	WGT	
<b>Registration Number:</b>	3601848	WGT	
<b>Registration Number:</b>	4329156	TKO BOXING	
<b>Registration Number:</b>	3719638	WGT	
<b>Registration Number:</b>	3719636	WGT	
<b>Registration Number:</b>	4215195	WGT BASEBALL	
<b>Registration Number:</b>	4373209	WGT MEDIA	
<b>Serial Number:</b>	87048587	GOLFERS GONE WILD	
<b>Serial Number:</b>	87048411	GOLF GONE WILD	
<b>Serial Number:</b>	87047720	TOPGOLF MEDIA	

TRADEMARK

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	86924881	TOPLIFE

**CORRESPONDENCE DATA**

**Fax Number:** 6502515002  
*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:** (650) 251-5027  
**Email:** jnull@stblaw.com  
**Correspondent Name:** Marcela Robledo  
**Address Line 1:** 2475 Hanover Street  
**Address Line 4:** Palo Alto, CALIFORNIA 94304

<b>ATTORNEY DOCKET NUMBER:</b>	509265/1994
<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	08/26/2016

**Total Attachments: 6**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 26, 2016, (this “Agreement”), by TOPGOLF INTERNATIONAL, INC., a Delaware corporation, and WORLD GOLF TOUR, INC. (each, a “Grantor”) in favor of JPMorgan Chase Bank, N.A. (“JPM”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of August 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, Topgolf International, Inc., a Delaware corporation, as the Borrower, the Lenders from time to time party thereto and JPM, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;

D. all exclusive Licenses under which a Grantor is an exclusive licensee of Copyrights that are registered with (or applied for in) the United States Copyright Office, including those listed on Schedule III; and

E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


TOPGOLF INTERNATIONAL, INC.

By: W. Davenport  
Name: William Davenport  
Title: Vice President, Chief Financial Officer and  
Secretary

WORLD GOLF TOUR, INC.

By: W. Davenport  
Name: William Davenport  
Title: Chief Financial Officer and Secretary

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

By:   
Name: Joseph T. Nash  
Title: Underwriting Sr. Associate

## SCHEDULE I

## PATENTS, TRADEMARKS AND COPYRIGHTS




## PATENTS


REGISTERED OWNER	REGISTERED PATENT No.	ISSUE DATE
TOPGOLF INTERNATIONAL, INC.	D530,766	October 24, 2006
TOPGOLF INTERNATIONAL, INC.	7,691,009	April 6, 2010
TOPGOLF INTERNATIONAL, INC.	7,766,766	August 3, 2010
TOPGOLF INTERNATIONAL, INC.	8,002,645	August 23, 2011
TOPGOLF INTERNATIONAL, INC.	8,425,350	April 23, 2013
TOPGOLF INTERNATIONAL, INC.	8,758,166	June 24, 2014
TOPGOLF INTERNATIONAL, INC.	9,132,326	September 15, 2015
WORLD GOLF TOUR, INC.	7,806,777	October 5, 2010
WORLD GOLF TOUR, INC.	7,847,808	December 7, 2010
WORLD GOLF TOUR, INC.	8,029,359	October 4, 2011
WORLD GOLF TOUR, INC.	8,342,951	January 1, 2013

## PATENT APPLICATIONS

APPLICANT	SERIAL NO.	FILING DATE
Topgolf International, Inc.	14/285,405	May 22, 2014
Topgolf International, Inc.	14/841,445	August 31, 2015

## TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Topgolf International, Inc.	4,197,036	 BURGERS & BOTTLES & Design
Topgolf International, Inc.	3,199,136	I.D. BALL
Topgolf International, Inc.	3,496,840	 Shield Design
Topgolf International, Inc.	4,674,980	 Shield Design
Topgolf International, Inc.	4,216,510	TOPGOLF

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Topgolf International, Inc.	4,197,035	TOPGOLF BURGERS & BOTTLES
Topgolf International, Inc.	4,673,170	 TOPGOLF OUTFIELD TRADE DRESS
World Golf Tour, Inc.	3,332,174	WGT
World Golf Tour, Inc.	3,601,848	WGT
World Golf Tour, Inc.	4,329,156	TKO BOXING
World Golf Tour, Inc.	3,719,638	WGT and Design (Color Logo)
World Golf Tour, Inc.	3,719,636	WGT and Design (Black & White Logo)
World Golf Tour, Inc.	4,215,195	WGT BASEBALL
World Golf Tour, Inc.	4,373,209	WGT MEDIA

#### TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Topgolf International, Inc.	87/048,587	GOLFERS GONE WILD
Topgolf International, Inc.	87/048,411	GOLF GONE WILD
Topgolf International, Inc.	87/047,720	TOPGOLF MEDIA
Topgolf International, Inc.	86/924,881	TOPLIFE

#### COPYRIGHTS

None.

#### COPYRIGHT APPLICATIONS

None.

#### EXCLUSIVE COPYRIGHT LICENSES

None.