

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425241

<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>
Cybergolf, LLC		01/03/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Capital II, LP, as agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78875943	CYBERGOLF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266000		
<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>			
<b>Phone:</b>	713-226-6000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		
<b>SIGNATURE:</b>	/jimp/		
<b>DATE SIGNED:</b>	04/27/2017		
<b>Total Attachments: 6</b>			
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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2017 (the “**Agreement**”), by and between CYBERGOLF, LLC, a Delaware limited liability company (“**Debtor**”), and DEERPATH CAPITAL II, LP, a Delaware limited partnership (“**Deerpath**”), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

### WITNESSETH:

**WHEREAS**, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), Togetherwork Holdings, LLC, a Delaware limited liability company formerly known as Omega Financial Holdings, LLC (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”; the Guarantors and Borrowers, collectively, the “**Loan Parties**”), Secured Party and the other lenders from time to time party to the Loan Agreement (collectively with Secured Party, the “**Lenders**”) have entered into that certain Loan Agreement dated as of December 2, 2015 (as amended by that certain First Amendment to Loan Agreement dated as of June 30, 2016, that certain Second Amendment to Loan Agreement dated as of June 30, 2016, that certain Third Amendment to Loan Agreement dated as of August 22, 2016, that certain Fourth Amendment to Loan Agreement dated as of the date hereof and as further amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

**WHEREAS**, the Loan Parties and Secured Party have entered into that certain Security Agreement dated as of December 2, 2015 (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

**WHEREAS**, as a condition to continuing to extend credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to the United States patents and patent applications referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to the United States trademark applications and registrations referred to on **Schedule 1** hereto (but excluding United States intent-to-use trademark applications unless and until a statement of use or amendment to allege use has been filed with and accepted by the U.S. Patent and Trademark Office), and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP 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.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.


SECTION 7. 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.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

**DEBTOR:**


**CYBERGOLF, LLC**  
a Delaware limited liability company

By:   
Name: Neil Platt  
Title: Chief Executive Officer

STATE OF New York )  
COUNTY OF New York ) ss.

This instrument was acknowledged before me on December 30, 2016, by Neil Platt, the Chief Executive Officer of Cybergolf, LLC, a Delaware limited liability company, for and on behalf of such limited liability company, and for the purpose and consideration herein stated.

**ALVIN LIU**  
Notary Public - State of New York  
No. 01LI6317386  
Qualified in New York County  
My Commission Expires Jan. 05, 2019

  
Notary Public in and for the State of New York

SECURED PARTY:

DEERPATH CAPITAL II, LP  
a Delaware limited partnership,  
as Agent

By: Deerpath Capital II General Partner, LLC,  
its general partner

By:   
Name: Anish Bahl  
Title: Chief Financial Officer

STATE OF NEW YORK    )  
  ) ss.  
COUNTY OF NEW YORK )

This instrument was acknowledged before me on December 28, 2016, by Anish Bahl, Chief Financial Officer of Deerpath Capital II General Partner, LLC, a Delaware limited liability company, in its capacity as the general partner of Deerpath Capital II, LP, a Delaware limited partnership, for and on behalf of such limited liability company in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.

  
Notary Public in and for the State of New York

GENA ESKOW  
Notary Public, State of New York  
Registration #01ES6331571  
Qualified In New York County  
Commission Expires Oct. 13, 2019



**Schedule 1**

**to**

**Patent and Trademark Security Agreement**

**Patents:** None.

**Trademarks:**

<b>Mark</b>	<b>Country</b>	<b>Registration Number (Application Number)</b>	<b>Registration Date (Filing Date)</b>
CYBERGOLF	United States	3,348,365	December 4, 2007

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

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