

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432143

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor Entity Type previously recorded on Reel 042633 Frame 0852. Assignor(s) hereby confirms the Assignor Entity Type: Delaware Corporation To be corrected to Delaware Limited Liability Company.
RESUBMIT DOCUMENT ID:	900408705

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARCCOS GOLF LLC		06/07/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CONNECTICUT INNOVATIONS, INCORPORATED
Street Address:	865 BROOK STREET
City:	ROCKY HILL
State/Country:	CONNECTICUT
Postal Code:	06067
Entity Type:	Corporation: CONNECTICUT

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4809504	ARCCOS
Registration Number:	5079791	ARCCOS DRIVER
Registration Number:	5150784	KING OF THE HOLE
Registration Number:	5049679	
Serial Number:	87155848	ARCCOS 360

CORRESPONDENCE DATA

Fax Number:

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: 8605095347
Email: cguilmette@uks.com
Correspondent Name: Gregg J. Lallier, Esquire
Address Line 1: 100 Pearl Street
Address Line 2: Updike, Kelly & Spellacy, P.C.
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	CHRISTINE GUILMETTE
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SIGNATURE:	/CHRISTINE GUILMETTE/
DATE SIGNED:	06/22/2017
Total Attachments: 12 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif source=Trademark Assignment#page8.tif source=Trademark Assignment#page9.tif source=Trademark Assignment#page10.tif source=Trademark Assignment#page11.tif source=Trademark Assignment#page12.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM430280

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCCOS GOLF LLC		06/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CONNECTICUT INNOVATIONS, INCORPORATED		
Street Address:	865 BROOK STREET		
City:	ROCKY HILL		
State/Country:	CONNECTICUT		
Postal Code:	06067		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4809504	ARCCOS	
Registration Number:	5079791	ARCCOS DRIVER	
Registration Number:	5150784	KING OF THE HOLE	
Registration Number:	5049679		
Serial Number:	87155848	ARCCOS 360	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8605095347		
Email:	cguilmette@uks.com		
Correspondent Name:	Gregg J. Lallier, Esquire		
Address Line 1:	100 Pearl Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Christine Guilmette		
SIGNATURE:	/CHRISTINE GUILMETTE/		
DATE SIGNED:	06/07/2017		
Total Attachments: 8			
source=Intellectual Security Agreement#page1.tif			

OP \$140.00 4809504

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4448091

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARCCOS GOLF LLC	06/07/2017
RECEIVING PARTY DATA	
Name:	CONNECTICUT INNOVATIONS, INCORPORATED
Street Address:	865 BROOK STREET
City:	ROCKY HILL
State/Country:	CONNECTICUT
Postal Code:	06067
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	9412979
Patent Number:	9339714
Application Number:	14804752
Application Number:	15208714
Application Number:	15312500
PCT Number:	US2016043173
Application Number:	62447221
CORRESPONDENCE DATA	
Fax Number:	
<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:	860-509-5347
Email:	cguilmette@uks.com
Correspondent Name:	GREGG J. LALLIER, ESQUIRE
Address Line 1:	100 PEARL STREET
Address Line 2:	UPDIKE, KELLY & SPELLACY, P.C.
Address Line 4:	HARTFORD, CONNECTICUT 06103
NAME OF SUBMITTER:	CHRISTINE GUILMETTE
SIGNATURE:	/CHRISTINE GUILMETTE/
DATE SIGNED:	06/07/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	

THIS SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN SUBORDINATION AGREEMENT DATED JUNE 7, 2017, BY AND AMONG THE DEBTOR, THE SECURED PARTIES AND WESTERN ALLIANCE BANK (THE "SUBORDINATION AGREEMENT").

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of June 7, 2017 by ARCCOS GOLF LLC, a Delaware limited liability company ("Debtor"), for the benefit of the Agent (as defined by the Security Agreement) and the Secured Parties (as defined by the Security Agreement) under the Security Agreement (as defined below).

WITNESSETH

WHEREAS, pursuant to the terms of a certain Note Purchase Agreement dated as of June 7, 2017 among Debtor and Secured Parties (as amended and in effect, the "Note Purchase Agreement"), the Secured Parties have agreed to purchase Notes (as defined by the Note Purchase Agreement) from Debtor; and

WHEREAS, pursuant to that certain Security Agreement among Debtor, the Agent and Secured Parties dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement"), Debtor has granted to the Secured Party a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINITIONS.** Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

"Copyrights" means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on Schedule A attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

"Domain Names" means all domain names and domain name registration applications, that are owned by Debtor or in which Debtor has any right, title or interest, now

or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on Schedule A attached hereto.

“**Patents**” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

“**Registry**” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on Schedule A attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

2. SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, Debtor hereby unconditionally grants to the Agent, for the ratable benefit of all Secured Parties, a continuing security interest in and lien on the Domain Names, Trademarks, Patents and Copyrights of the Debtor that constitute Collateral, and all Proceeds (as defined in the Security Agreement) of any of the foregoing, in all cases subject to the terms of the Subordination Agreement and the Loan and Security Agreement, dated November 14, 2016, by and between Western Alliance Bank and the Debtor (the “**Loan Agreement**”). Debtor hereby authorizes the Agent to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of the Agent and/or any Secured Party under this Agreement and the Security Agreement.

2.2. Supplemental Security Agreement. Pursuant to the Security Agreement, Debtor has granted to the Agent and Secured Parties, a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Agent and Secured Parties in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of

this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent and/or any Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Agent and/or any Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the UCC. Any and all rights and interests of the Agent and/or any Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Obligations of Debtor with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent and Secured Parties (and the Obligations of Debtor) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. NEITHER THE AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. AFTER-ACQUIRED DOMAIN NAMES, ETC.

3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Obligations shall have been finally paid and satisfied in full, Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Debtor shall promptly give to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the interests of the Agent and Secured Parties therein.

3.2. Amendment to Schedule. Debtor authorizes the Agent to modify this Agreement, on notice to Debtor but without the necessity of Debtor's further approval or signature, by amending Schedule A hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the Security Agreement.

4. NO ASSUMPTION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT,

CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTOR, AND THE DEBTOR SHALL INDEMNIFY THE AGENT AND EACH SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT AND/OR ANY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES OTHER THAN SUCH COSTS, EXPENSES, DAMAGES AND CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AGENT OR SUCH SECURED PARTY.

5. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies of the Agent and Secured Parties with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Agent and/or any Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Agent and/or any Secured Party, under the Security Agreement.

6. **AMENDMENT AND WAIVER.** This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. **FILINGS.** The Agent may at any time and from time to time, at Debtor's expense, file, or have Agent's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.

8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

ARCCOS GOLF LLC

By: Sal Syed

Name: Sal Syed

Title: CEO

Schedule A – Registered IP

Trademarks

- i. “ARCCOS” is a registered word mark in the U.S. The trademark was registered on September 8, 2015 (Registration No. 4,809,504). ARCCOS was registered in the European Union and under the Madrid Agreement/Protocol on August 11, 2016 (Registration No. 1,318,921).
- ii. “ARCCOS DRIVER” is a registered word mark in the U.S. The trademark was registered on November 8, 2016 (Registration No. 5,079,791).
- iii. “KING OF THE HOLE” is a registered word mark in the U.S. The trademark was registered on February 28, 2017 (Registration No. 5,150,784). KING OF THE HOLE was registered under the Madrid Agreement/Protocol on January 18, 2017 (Registration No. 1,341,540) and has an application pending in Canada (Application No. 1,818,836), filed January 19, 2017).
- iv. The Company also has a registered crown design in the U.S. The trademark was registered September 27, 2016 (Registration No. 5,049,679). The crown design was registered in the European Union and under the Madrid Agreement/Protocol on August 11, 2016 (Registration No. 1,322,348) and has an application pending in Canada (Application No. 1,795,674), filed August 12, 2016.
- v. “ARCCOS 360” is a pending work mark in the U.S. under the Application No. 87/155,848, filed on August 30, 2016.

Patents

Application No.	Filing Date	Title	Country	Status	Patent No. and Date
14/273,115	May 8, 2014	Device for monitoring performance characteristics associated with user activities involving swinging instruments	U.S.A.	Granted	9,412,979 August 9, 2016
14/663,932	March 20, 2015	System and method for monitoring characteristics associated with user activities involving swinging instruments	U.S.A.	Granted	9,339,714 May 17, 2016
14/804,752	July 21, 2015	System and method for monitoring performance characteristics associated with user activities	U.S.A.	Published	

15/208,714	July 13, 2016	involving swinging instruments				
		Method for monitoring performance characteristics associated with user activates involving swinging instruments	U.S.A.	Published		
15/312,500	November 18, 2016	System and method for monitoring performance characteristics associated with user activities	U.S.A.	Published		
PCT/US2016/043173	July 20, 2016	System and method for monitoring performance characteristics associated with user activities involving swinging instruments	Filed under the Patent Cooperation Treaty	Published		
1579604.9	May 20, 2015	System and method for monitoring performance characteristics associated with user activities involving swinging instruments	Filed in connection with the European Patent Convention	Published		
62/447,221	January 17, 2017	Autonomous personalized golf recommendation and analysis environment	U.S.A.	Pending		

Domain Names

ARCCOS.NET
 ARCCOSAPP.COM
 ARCCOSGOLF.CO
 ARCCOSGOLF.COM
 ARCCOSGOLF.INFO
 ARCCOSGOLF.NET
 ARCCOSGOLF.ORG
 ARCCOSSPORT.CO
 ARCCOSSPORT.COM
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