

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444870

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
METLIFE PRIVATE EQUITY HOLDINGS, LLC, as successor to Metropolitan Life Insurance Company		09/30/2016	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Troon Golf, L.L.C.
Street Address:	15044 N. SCOTTSDALE RD.
Internal Address:	SUITE 300
City:	SCOTTSDALE
State/Country:	ARIZONA
Postal Code:	85254
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2129727	TROON NORTH
Registration Number:	2299830	TROON NORTH
Registration Number:	2344739	TROON NORTH
Registration Number:	2128036	TROON NORTH
Registration Number:	2096455	TROON NORTH
Registration Number:	2340227	TROON NORTH

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.

Email: vmann@paulweiss.com, aspoto@paulweiss.com,
dewilliams@paulweiss.com

Correspondent Name: Virginia F. Mann

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

CH \$165.00 2129727

ATTORNEY DOCKET NUMBER:	20963-004
NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	09/28/2017
Total Attachments: 3 source=Trademark Release- 2nd Lien (METLIFE - Troon Golf, L.L.C.) (Executed)#page1.tif source=Trademark Release- 2nd Lien (METLIFE - Troon Golf, L.L.C.) (Executed)#page2.tif source=Trademark Release- 2nd Lien (METLIFE - Troon Golf, L.L.C.) (Executed)#page3.tif	

TRADEMARK RELEASE AND REASSIGNMENT

(Second Lien)

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 30, 2016, by METLIFE PRIVATE EQUITY HOLDINGS, LLC (as successor to Metropolitan Life Insurance Company), in its capacity as Agent ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Troon Golf, L.L.C., a Delaware limited liability company ("Grantor") and Agent are parties to that certain Trademark Security Agreement dated as of June 30, 2014 (the "Security Agreement") pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on September 15, 2014, at Reel 5362, Frame 0178;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral listed on Schedule 1 hereto and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

- (i) the Trademarks listed on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark listed on Schedule 1 hereto; and
- (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and Trademark Collateral listed on Schedule 1. The Security Agreement shall otherwise remain in full force and effect.

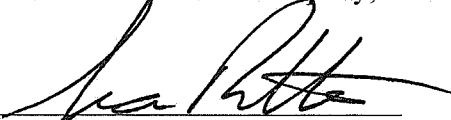
[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

METLIFE PRIVATE EQUITY HOLDINGS, LLC
(as successor to Metropolitan Life Insurance Company), as Agent and as a Lender

By: MetLife SP Holdings, LLC, its sole member

By: Metropolitan Life Insurance Company, its sole member

By: 

Name:

Title:

Sean Ritter
Director

SCHEDULE 1

Mark	Class/Description	Registration No.
Troon North	Class 28 – Golf equipment; namely, golf bags, golf tees	2,129,727
Troon North	Class 25 – Golf wear and clothing; namely, sport shirts, dress shirts, tee shirts, blouses, hats, baseball caps, visors, gloves, mittens, socks	2,299,830
Troon North	Class 16 – Playing card cases Class 18 – Leather golf accessories; namely, overnight travel bags and briefcase-type portfolios Class 20 – Non-metal key holders	2,344,739
Troon North & (Black) Design (Horned Toad)	Class 28 – Golf balls, golf tees, golf club covers, golf gloves	2,128,036
Troon North & Design	Class 41 – Golf course and golf club services	2,096,455
Troon North & (Plain) Design (Horned Toad)	Class 25 – Golf wear and clothing; namely, sport shirts, dress shirts, tee shirts, blouses, hats, baseball caps, visors, mittens, socks, gloves (being clothing and not sports gear)	2,340,227

41925-0002
CH2\18819701.3