

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445259

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|---|---|-------------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ANTARES CAPITAL LP (as successor to General Electric Capital Corporation in such capacity) | | 09/29/2017 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Troon Golf, L.L.C. | | |
| Street Address: | 15044 North Scottsdale Road | | |
| City: | Scottsdale | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85254 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5127544 | CLUBHOUSE WINES BY TROON GOLF | |
| Registration Number: | 5127546 | CLUBHOUSE WINES BY TROON GOLF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2122919868 | | |
| <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: | 212-558-4229 | | |
| Email: | demarcor@sullcrom.com, nguyenb@sullcrom.com | | |
| Correspondent Name: | Raffaele A. DeMarco | | |
| Address Line 1: | 125 Broad Street | | |
| Address Line 2: | Sullivan & Cromwell LLP | | |
| Address Line 4: | New York, NEW YORK 10004-2498 | | |
| NAME OF SUBMITTER: | Raffaele A. DeMarco | | |
| SIGNATURE: | /Raffaele A. DeMarco/ | | |
| DATE SIGNED: | 09/29/2017 | | |
| Total Attachments: 4 | | | |
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of September 29, 2017, by ANTARES CAPITAL LP (as successor to General Electric Capital Corporation in such capacity), 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).

WITNESSETH:

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 March 31, 2017 (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 March 31, 2017, at Reel 6024, Frame 0153;

WHEREAS, the Agent now desires to terminate and 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, the Agent agrees as follows:


1. Agent hereby irrevocably and unconditionally terminates, releases and discharges its lien on and security interest in all of the collateral under which any rights are granted under the Security Agreement (collectively the “Trademark Collateral”), including without limitation any and all of the following:
 - (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 irrevocably and unconditionally 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 Trademark Collateral.
3. The Agent hereby authorizes the Grantor, or the Grantor’s authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Trademark Collateral.

4. The Agent shall, at the expense of the Grantor, take all reasonable additional steps requested by Grantor as may be necessary to release (or evidence the release of) its security interests in the Trademark Collateral.
5. This Release shall be construed, interpreted and the rights of the parties determined in accordance with, the laws of the State of New York, without regard to conflicts of law principles or rules that would require the application of the laws of another jurisdiction other than the State of New York.

[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.

ANTARES CAPITAL LP

By: 
Name: Salman Mukhtar
Title: Duly Authorized Signatory

SCHEDULE 1

| Mark | Country | Serial No./Filing Date | Owner | Registration No./Registration Date | Status |
|--|------------|-------------------------|--------------------|------------------------------------|------------|
| Clubhouse Wines by Troon Golf | US Federal | 87047357 23-May-2016 | Troon Golf, L.L.C. | 5127544 24-Jan-2017 | Registered |
| Clubhouse Wines by Troon Golf CLUBHOUSE WINES BY TROON GOLF | US Federal | 87047391 23-May-2016 | Troon Golf, L.L.C. | 5127546 24-Jan-2017 | Registered |