

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METLIFE PRIVATE EQUITY HOLDINGS, LLC (as successor to Metropolitan Life Insurance Company)		09/29/2017	Limited Liability Company: 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

(Second Lien)

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of September 29, 2017, 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 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 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 April 3, 2017, at Reel 6029, Frame 0644;

WHEREAS, Grantor has requested that Agent 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 unconditionally and irrevocably 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 unconditionally and irrevocably reassigns, grants and conveys to the Grantor, without any representation or recourse by Agent, any and all of Agent's right, title

and interest in and to the Trademark Collateral.

3. This Release and the rights and obligations of the Agent and the Grantor shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

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: Sean Ritter
Title: Director

SCHEDULE I

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