

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445260

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
Name:	Honours Golf Company, LLC
Street Address:	1960 Stonegate Drive
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35242
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2645245	TROON GOLF GOLF'S FIRST AND FOREMOST LUX
Registration Number:	2342695	TROON
Registration Number:	2340227	TROON NORTH
Registration Number:	2299830	TROON NORTH
Registration Number:	2396896	TROON GOLF
Registration Number:	2299833	TROON GOLF SCHOOLS
Registration Number:	2346630	TROON GOLF
Registration Number:	2344739	TROON NORTH
Registration Number:	2344740	TROON
Registration Number:	2342652	TROON GOLF
Registration Number:	2342651	EXPERIENCE TROON GOLF

OP \$1265.00 2645245

Property Type	Number	Word Mark
Registration Number:	2371472	TROON GOLF
Registration Number:	2242602	TROON GOLF
Registration Number:	2255029	TROON GOLF
Registration Number:	2242603	TROON GOLF
Registration Number:	2094139	TROON
Registration Number:	2096455	TROON NORTH
Registration Number:	2129727	TROON NORTH
Registration Number:	2100745	TROON
Registration Number:	2128035	TROON
Registration Number:	2128036	TROON NORTH
Registration Number:	2128037	TROON
Registration Number:	4532161	TROONFIT
Registration Number:	4215224	TROON
Registration Number:	4219149	TROON
Registration Number:	4215225	TROON
Registration Number:	4215226	TROON
Registration Number:	4074900	TROON GOLF VACATIONS
Registration Number:	3952646	TROON GOLF & TRAVEL
Registration Number:	3952647	TROON GOLF & TRAVEL
Registration Number:	3956032	TROON PRIVÉ CONNECT
Registration Number:	4074835	TROON GOLF VACATIONS
Registration Number:	3975479	TROON PRIVE
Registration Number:	3932506	TROON PRIVE
Registration Number:	3975480	TROON PRIVE
Registration Number:	3932507	TROON PRIVE
Registration Number:	3372598	TROON GOLF ACADEMY
Registration Number:	2966030	TROON REWARDS
Registration Number:	2889481	TROON
Registration Number:	2889482	TROON LODGE
Registration Number:	4532160	TROONFIT
Registration Number:	2241555	TROON GOLF
Registration Number:	3694208	PURE GOLF
Registration Number:	4077092	HONOURS GOLF
Registration Number:	4077091	BECAUSE GOLF IS MORE THAN A GAME
Registration Number:	4412922	H G
Registration Number:	4412918	HG HONOURS GOLF
Registration Number:	3422193	BECAUSE GOLF IS MORE THAN A GAME
Registration Number:	3422190	HG

Property Type	Number	Word Mark
Registration Number:	2518767	HONOURS GOLF

CORRESPONDENCE DATA

Fax Number: 2122919868

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: 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: 6

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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 (“Troon”) and Honours Golf Company, LLC, a Georgia limited liability company (“Honours”; Honours together with Troon, the “Grantors” and each a “Grantor”), and Agent are parties to that certain Trademark Security Agreement dated as of June 30, 2014 and that certain Trademark Security Agreement dated as of December 9, 2014 (each a “Security Agreement” and together, the “Security Agreements”) pursuant to which each Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by each Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement dated as of June 30, 2014 was recorded by the Trademark Division of the United States Patent and Trademark Office at Reel 5311, Frame 0921 and the Security Agreement dated as of December 9, 2014 was recorded by the Trademark Division of the United States Patent and Trademark Office at Reel 5416, Frame 0246;

WHEREAS, pursuant to the Assignment of Intellectual Property Security Agreement dated as of August 21, 2015 (the “Assignment”) and recorded September 3, 2015 with the Trademark Division of the United States Patent and Trademark Office at Reel 5615, Frame 0673, General Electric Capital Corporation assigned and transferred to Antares Capital LP and its successors and assigns, all of its rights, title and interest in and to the Security Agreements;

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 Grantors.

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 each 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 each Grantor, or the Grantors' 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 each Grantor, take all reasonable additional steps requested by each 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

Troon Trademarks

Trademark	Application Number	Application Date	Trademark Number	Registration Date
TROON GOLF GOLF'S FIRST AND FOREMOST LUXERY BRAND.	76178047	12/8/00	2645245	11/5/02
TROON	75569988	10/14/98	2342695	4/18/00
TROON NORTH	75560625	9/29/98	2340227	4/11/00
TROON NORTH	75560649	9/29/98	2299830	12/14/99
TROON GOLF	75560672	9/29/98	2396896	10/24/00
TROON GOLF SCHOOLS	75561171	9/29/98	2299833	12/14/99
TROON GOLF	75561206	9/29/98	2346630	5/2/00
TROON NORTH	75561428	9/29/98	2344739	4/25/00
TROON	75561431	9/29/98	2344740	4/25/00
TROON GOLF	75560645	9/29/98	2342652	4/18/00
EXPERIENCE TROON GOLF	75560499	9/24/98	2342651	4/18/00
TROON GOLF	75385950	11/6/97	2371472	7/25/00
TROON GOLF	75385956	11/6/97	2242602	5/4/99
TROON GOLF	75385957	11/6/97	2255029	6/22/99
TROON GOLF	75385958	11/6/97	2242603	5/4/99
TROON	74734815	9/18/95	2094139	9/9/97
TROON NORTH	74734816	9/18/95	2096455	9/16/97
TROON NORTH	74734818	9/18/95	2129727	1/20/98
TROON	74734819	9/18/95	2100745	9/30/97
TROON	74734820	9/18/95	2128035	1/13/98
TROON NORTH	74734821	9/18/95	2128036	1/13/98
TROON	74734822	9/18/95	2128037	1/13/98
TROONFIT	85914067	4/24/13	4532161	5/20/14
TROON	85389019	8/3/11	4215224	9/25/12
TROON	85389031	8/3/11	4219149	10/2/12
TROON	85389034	8/3/11	4215225	9/25/12

Trademark	Application Number	Application Date	Trademark Number	Registration Date
TROON	85389038	8/3/11	4215226	9/25/12
TROON GOLF VACATIONS	85100796	8/5/10	4074900	12/20/11
TROON GOLF & TRAVEL	85066294	6/18/10	3952646	4/26/11
TROON GOLF & TRAVEL	85066308	6/18/10	3952647	4/26/11
TROON PRIVE CONNECT	85066325	6/18/10	3956032	5/3/11
TROON GOLF VACATIONS	85066380	6/18/10	4074835	12/20/11
TROON PRIVE	77938999	2/18/10	3975479	6/7/11
TROON PRIVE	77939023	2/18/10	3932506	3/15/11
TROON PRIVE	77939041	2/18/10	3975480	6/7/11
TROON PRIVE	77939053	2/18/10	3932507	3/15/11
TROON GOLF ACADEMY	77189688	5/24/07	3372598	1/22/08
TROON REWARDS	76581773	3/18/04	2966030	7/12/05
TROON	76067005	6/8/00	2889481	9/28/04
TROON LODGE	76067052	6/8/00	2889482	9/28/04
TROONFIT	85914049	4/24/13	4532160	5/20/14
TROON GOLF	75385959	11/6/97	2241555	4/27/99
PURE GOLF	78709879	9/9/05	3694208	10/6/09

Honours Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
HONOURS GOLF	85325782	5/20/11	4077092	12/27/11
BECAUSE GOLF IS MORE THAN A GAME	85325771	5/20/11	4077091	12/27/11
H G	85324336	5/18/11	4412922	10/8/13
HG HONOURS GOLF	85310033	5/2/11	4412918	10/8/13
BECAUSE GOLF IS MORE THAN A GAME	77258351	8/17/07	3422193	5/6/08
HG	77258262	8/17/07	3422190	5/6/08
HONOURS GOLF	76064303	6/6/00	2518767	12/11/01