

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM447218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ashworth, LLC		10/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KPS Capital Finance Management, LLC, as collateral agent		
Street Address:	485 LEXINGTON AVENUE, Floor 31		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4766017	PRIMATEC	
Registration Number:	4594101		
Registration Number:	4064615		
Registration Number:	3867409	DEWSWEEPER	
Registration Number:	3857708	ASHWORTH	
Registration Number:	3857707		
Registration Number:	3848569	3RD GROOVE	
Registration Number:	2149076	WEATHER SYSTEMS	
Registration Number:	2215084		
Registration Number:	2215085	ASHWORTH	
Registration Number:	2012411	ASHWORTH	
Registration Number:	1938132	ASHWORTH	
Registration Number:	1940723		
Registration Number:	1967399		
Registration Number:	1967398		
Registration Number:	1856825	ASHWORTH	
Registration Number:	1621300		

CH \$440.00 4766017

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,nalbano@paulweiss.com,dewilliams@paulweiss.com,asphoto@paulweiss.com

Correspondent Name:

Nicole A. Albano

Address Line 1:

1285 Avenue of the Americas

Address Line 4:

New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:

12598-161

NAME OF SUBMITTER:

Nicole A. Albano

SIGNATURE:

/Nicole A. Albano/

DATE SIGNED:

10/13/2017

Total Attachments: 12

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (KPS NOTE)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (KPS NOTE) dated as of October 2, 2017 (this “Agreement”), made by Ashworth, LLC, a Delaware limited liability company (the “Pledgor”), in favor of KPS Capital Finance Management, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to the Collateral Agreement (KPS Note) dated as of October 2, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among, 19TH HOLDINGS II B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its statutory seat in Amsterdam, The Netherlands (“Holdings”), 19TH HOLDINGS (DELAWARE), INC., a Delaware corporation, each Subsidiary Party party thereto and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in, which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

(a) all United States trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I and (b) all goodwill associated therewith or symbolized thereby.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ***Counterparts.*** This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. ***Termination.*** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASHWORTH, LLC

By: 

Name: Jeff Barker

Title: Chief Financial Officer

KPS CAPITAL FINANCE MANAGEMENT, LLC,
as IP Loan Agent

By: 


Name: David P. Shapiro




Title: Vice President



[Signature Page to Notice of Grant of Security Interest in Trademarks (KPS Note)]


Schedule I



Trademarks

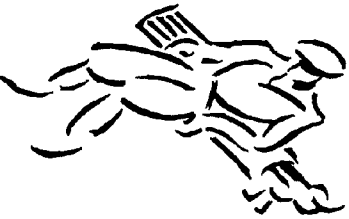
US	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
1.	PRIMATEC PRIMATEC	86390767 10-SEP-2014	4766017 30-JUN-2015	ASHWORTH, LLC	Registered
2.	<i>Design Only</i> 	85963219 18-JUN-2013	4594101 26-AUG-2014	ASHWORTH, LLC	Registered




US	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
3.	<i>Design Only</i> 	85171847 08-NOV-2010	4064615 29-NOV-2011	ASHWORTH, LLC	Registered
4.	DEWSWEEPER 	77966358 23-MAR-2010	3867409 26-OCT-2010	ASHWORTH, LLC	Cancelled Section 8 not filed and out of grace period.
5.	ASHWORTH 	77705786 02-APR-2009	3857708 05-OCT-2010	ASHWORTH, LLC	Registered


US	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
6.	<i>Design Only</i> 	77705778 02-APR-2009	3857707 05-OCT-2010	ASHWORTH, LLC	Registered
7.	3RD GROOVE 3RD GROOVE	77705793 02-APR-2009	3848569 14-SEP-2010	ASHWORTH, LLC	Cancelled
8.	WEATHER SYSTEMS WEATHER SYSTEMS	75233023 24-JAN-1997	2149076 07-APR-1998	ASHWORTH, LLC	Registered
9.	<i>Design Only</i> 	75174731 26-SEP-1996	2215084 29-DEC-1998	ASHWORTH, LLC	Registered

US	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
10.	ASHWORTH Ashworth	75174734 26-SEP-1996	2215085 29-DEC-1998	ASHWORTH, LLC	Registered
11.	ASHWORTH	74555193 29-JUL-1994	2012411 29-OCT-1996	ASHWORTH, LLC	Registered
12.	ASHWORTH	74555194 29-JUL-1994	1938132 28-NOV-1995	ASHWORTH, LLC	Registered
13.	<i>Design Only</i> 	74555198 29-JUL-1994	1940723 12-DEC-1995	ASHWORTH, LLC	Registered

US	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
14.	<i>Design Only</i> 	74555196 29-JUL-1994	1967399 09-APR-1996	ASHWORTH, LLC	Registered
15.	<i>Design Only</i> 	74555189 29-JUL-1994	1967398 09-APR-1996	ASHWORTH, LLC	Cancelled
16.	ASHWORTH	74452326 28-OCT-1993	1856825 04-OCT-1994	ASHWORTH, LLC	Registered

US	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
17.	<i>Design Only</i> 	73801543 22-MAY-1989	1621300 06-NOV-1990	ASHWORTH, LLC	Registered

Foreign	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
1.	Golfman Logo 	Canada	1631690 18-JUN-2013	TMA932502 23-MAR-2016	18 25 28	ASHWORTH, LLC	Registered
2.	DEWSWEEPER	Canada	1474267 23-MAR-2010	TMA804964 23-AUG-2011	25	ASHWORTH, LLC	Registered
3.	EZ-TECH	Canada	1451694 14-SEP-2009	TMA776794 10-SEP-2010	25	ASHWORTH, LLC	Registered
4.	GOLFER Design 	Canada	1405420 30-JUL-2008	TMA757022 13-JAN-2010	25	ASHWORTH, LLC	Registered
5.	ASHWORTH Design 	Canada	1204735 30-JAN-2004	TMA634173 03-MAR-2005	18 25 28	ASHWORTH, LLC	Registered
6.	WEATHER SYSTEMS	Canada	1183754 21-JUL-2003	TMA716788 17-JUN-2008	25	ASHWORTH, LLC	Registered
7.	EZ-TECH	Canada	1175064 29-APR-2003	TMA621462 01-OCT-2004	35	ASHWORTH, LLC	Registered

Foreign	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
8.	KID ASHWORTH	Canada	77/4881 08-FEB-1995	TMA4483604 03-OCT-1997	25	ASHWORTH, LLC	Registered
9.	GOLFMAN DESIGN 	Canada	77/0148 02-DEC-1994	TMA4464278 18-OCT-1996	18 25 28	ASHWORTH, LLC	Registered
10.	ASHWORTH	Canada	77/0149 02-DEC-1994	TMA471474 21-FEB-1997	18 25 28	ASHWORTH, LLC	Registered

TRADEMARK

REEL: 006182 FRAME: 0706

RECORDED: 10/13/2017