

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM540404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KPS Capital Finance Management, LLC		09/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ashworth, LLC		
Street Address:	5545 Fermi Court		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	99208		
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		
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4766017

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: nalbano@paulweiss.com, lfranco@paulweiss.com,
aspoto@paulweiss.com

Correspondent Name: Nicole A. Albano

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

ATTORNEY DOCKET NUMBER:	22091-001
NAME OF SUBMITTER:	Nicole A. Albano
SIGNATURE:	/Nicole A. Albano/
DATE SIGNED:	09/11/2019

Total Attachments: 8

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of September 4, 2019 is made by KPS Capital Finance Management, LLC, in its capacity as collateral agent (referred to herein as the “Collateral Agent”), in favor of Ashworth, LLC, a Delaware limited liability company, pursuant to that certain Collateral Agreement (KPS Note) dated as of October 2, 2017 (and as the same may be further amended or modified from time to time, the “Collateral Agreement”), among the Company, the Collateral Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Company executed and delivered the following agreement in favor of the Collateral Agent: the Notice of Grant of Security Interest in Trademarks (KPS Note), dated as of October 2, 2017 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Company granted the Collateral Agent a security interest in all of the Company’s right, title and interest in and to the trademarks and trademark applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the “Released Trademarks”);

WHEREAS the security interest in the Released Trademarks was recorded with the United States Patent and Trademark Office (the “USPTO”) on October 13, 2017, at Reel/Frame No. 6182/0693; and

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).

SECTION 2. Release of Security Interest. The Collateral Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Collateral Agent hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Collateral Agent hereby authorizes the Company or the Company’s authorized representative to (i) record this Release with the USPTO,

and /or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

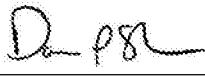
SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

KPS Capital Finance Management, LLC,
as Collateral Agent




By: 


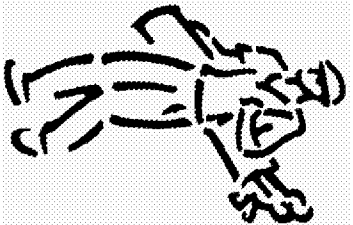
Name: David P. Shapiro



Title: Authorized Signatory



SCHEDULE A


U.S. Trademark Applications and Registrations

US	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
1.	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
3.	<i>Design Only</i> 	85171847 08-NOV-2010	4064615 29-NOV-2011	ASHWORTH, LLC	Registered

US	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
4.	DEW SWEEPER DEWSWEEPER	77966358 23-MAR-2010	3867409 26-OCT-2010	ASHWORTH, LLC	Cancelled Section 8 not filed and out of grace period.
5.	ASHWORTH  ASHWORTH	77705786 02-APR-2009	3857708 05-OCT-2010	ASHWORTH, LLC	Registered
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

US	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
9.	<i>Design Only</i> 	75174731 26-SEP-1996	2215084 29-DEC-1998	ASHWORTH, LLC	Registered
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.	Design Only 	73801543 22-MAY-1989	1621300 06-NOV-1990	ASHWORTH, LLC	Registered

TRADEMARK

REEL: 006741 FRAME: 0854

RECORDED: 09/11/2019