

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549759

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MERMAID BAY ENTERPRISES, L.L.C., DBA AEROTECH GOLF		11/18/2019	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as Administrative Agent		
<b>Street Address:</b>	245 Peachtree Center Ave., NE, 17th Floor		
<b>Internal Address:</b>	Mail Code: GA- ATLANTA-3707		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30303		
<b>Entity Type:</b>	Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88485793	GENER8	
<b>Serial Number:</b>	88291626	POWERCOIL	
<b>Serial Number:</b>	88283858	TI-FIBER	
<b>Serial Number:</b>	87901574	TI-FIBER	
<b>Serial Number:</b>	86700638	AEROTECH	
<b>Serial Number:</b>	86700655	STEELFIBER	
<b>Serial Number:</b>	86700672	VOLANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>			
<b>Phone:</b>	4045723428		
<b>Email:</b>	tkirillova@kslaw.com		
<b>Correspondent Name:</b>	Tatyana Kirillova		
<b>Address Line 1:</b>	1180 Peachtree Street, N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	52990.515149		

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<b>NAME OF SUBMITTER:</b>	Tatyana Kirillova
<b>SIGNATURE:</b>	//Tatyana Kirillova//
<b>DATE SIGNED:</b>	11/18/2019
<b>Total Attachments: 5</b> source=True Sports - Trademark Security Agreement (Executed)#page1.tif source=True Sports - Trademark Security Agreement (Executed)#page2.tif source=True Sports - Trademark Security Agreement (Executed)#page3.tif source=True Sports - Trademark Security Agreement (Executed)#page4.tif source=True Sports - Trademark Security Agreement (Executed)#page5.tif	

## Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of November 18, 2019 (this "Security Agreement"), is made by Mermaid Bay Enterprises, L.L.C. (d/b/a Aerotech Golf), a Washington limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, LINCOLNSHIRE TT MIDCO, INC., a Delaware corporation ("Holdings"), NEW TRUE TEMPER HOLDINGS CORPORATION, INC., a Delaware corporation (the "Borrower"), the several banks and other financial institutions and lenders from time to time party thereto (the "Lenders") and SUNTRUST BANK, in its capacity as administrative agent for the Lenders (the "Administrative Agent"), as issuing bank (the "Issuing Bank") and as swingline lender (the "Swingline Lender") have entered into that certain Revolving Credit and Term Loan Agreement, dated as of May 16, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, Holdings and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of May 16, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1**     Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**     Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its Trademark registrations and applications, including, without limitation, those referred to on Schedule I 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; 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.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any Trademark application filed on an “intent to use” basis until such time, if any, as a statement of use is filed and accepted by the United States Patent and Trademark Office.

**Section 3**      **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**      **Representation and Warranty.** Schedule I correctly sets forth all U.S. federal applied for and registered Trademarks owned by the Grantor in its own name as of the date hereof.

**Section 5**      **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

**Section 6**      **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7**      **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto 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, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MERMAID BAY ENTERPRISES, L.L.C., as a Grantor**

By: TRUE Sports, Inc., its Sole Member

By:   
Name: Jason Jenne  
Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

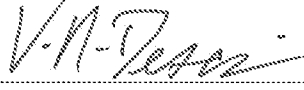
**SUNTRUST BANK, as Administrative Agent**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: 

Name: Vinay Desai

Title: Director

**SCHEDULE I**

**Trademarks**

**U.S. Trademarks**

<b>TRADEMARK</b>	<b>REGISTRATION / APPLICATION NO. AND DATE</b>	<b>OWNER</b>	<b>STATUS</b>
GENER8	88485793	Mermaid Bay Enterprises L.L.C.	Pending
POWERCOIL	88291626 5828857	Mermaid Bay Enterprises L.L.C.	Registered
TI-FIBER	88283858 5777868 - Supp	Mermaid Bay Enterprises L.L.C.	Registered
TI-FIBER	87901574 5592254 - Supp	Mermaid Bay Enterprises L.L.C.	Registered
AEROTECH	86700638 4904996	Mermaid Bay Enterprises L.L.C.	Registered
STEELFIBER	86700655 4943304 - Supp	Mermaid Bay Enterprises L.L.C.	Registered
VOLANT	86700672 5065418	Mermaid Bay Enterprises L.L.C.	Registered

**Canadian Trademarks**

<b>TRADEMARK</b>	<b>REGISTRATION / APPLICATION NO. AND DATE</b>	<b>OWNER</b>	<b>STATUS</b>
STEELFIBER	1943507	Mermaid Bay Enterprises L.L.C.	Pending
AEROTECH	1943506	Mermaid Bay Enterprises L.L.C.	Pending
TIFIBER	1943516	Mermaid Bay Enterprises L.L.C.	Pending

[Trademark Security Agreement (Aerotech)]