

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561528

<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>
Golf Genius Software, LLC		02/07/2020	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Firsttrust Bank		
<b>Street Address:</b>	15 E. Ridge Pike		
<b>City:</b>	Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	Banking Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5517787	GOLF GENIUS SOFTWARE. LESS WORK. MORE FU	
<b>Registration Number:</b>	5523078	GOLF GENIUS	
<b>Registration Number:</b>	5631906	GOLF GENIUS SOFTWARE. LESS WORK. MORE FU	
<b>Registration Number:</b>	5665333	GOLF GENIUS	
<b>Registration Number:</b>	4382323	GOLFTRIPGENIUS	
<b>Registration Number:</b>	4409541	GOLFLEAGUEGENIUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2157512205		
<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>	215-751-2122		
<b>Email:</b>	trademarks@schnader.com		
<b>Correspondent Name:</b>	W. Drew Kastner		
<b>Address Line 1:</b>	1600 Market Street, Suite 3600		
<b>Address Line 2:</b>	Schnader Harrison Segal & Lewis LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	W. Drew Kastner		
<b>SIGNATURE:</b>	/wdrewkastner/		
<b>DATE SIGNED:</b>	02/11/2020		

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**Total Attachments: 7**

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## CONFIRMATION OF IP SECURITY AGREEMENT

CONFIRMATION OF IP SECURITY AGREEMENT (this "Confirmation") is made as of February 7, 2020, by GOLF GENIUS SOFTWARE, LLC, a Pennsylvania limited liability company ("Pledgor"), in favor FIRSTRUST BANK, a Pennsylvania Banking Corporation ("Lender").

### BACKGROUND

Pledgor and Lender are parties to: (i) a Loan and Security Agreement of dated as of February 7, 2020, pursuant to which Lender agreed to extend to the Borrower a Line of Credit Facility (the "Loan Agreement"); and (ii) an IP Security Agreement made and entered into as of even date therewith (the "IP Security Agreement", and together with the Loan Agreement, collectively, the "Security Documents", and together with all other documents, instruments and agreements executed and/or delivered in connection therewith evidencing and securing the Obligations of the Borrower thereunder, collectively, the "Loan Documents"). All initially capitalized terms used herein and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Loan Agreement and the IP Security Agreement.

Pursuant to the Security Documents, Pledgor granted to Lender a security interest in Pledgor's assets including Pledgor's Intellectual Property, together with all General Intangibles associated therewith, as security for the payment and performance when due of each of the present and future Obligations of the Pledgor under Loan Documents. The terms of the IP Security Agreement are incorporated herein by reference and are confirmed hereby. To the extent of inconsistency in the provisions this Confirmation and the IP Security Agreement the provisions of the IP Security Agreement shall control.

I. Incorporation of Background. The information in the Background hereof is true, correct and complete in all material respects and is incorporated in this Confirmation by reference.

II. Grant of Security Interest in Trademarks. As collateral security for the payment and performance in full of all the Obligations, Pledgor hereby pledges and grants to the Lender for the benefit of Lender, a first perfected lien on, and security interest in, and to all of such Pledgor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademarks");

All trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Pledgor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on Exhibit D, annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing, together with all agreements, whether written or oral, providing for the grant by or to Pledgor of

any right under any Trademark, including, without limitation, the agreements listed on Exhibit D, annexed hereto and made a part hereof.

Each of the foregoing, together with all goodwill associated therewith and all proceeds thereof. Notwithstanding the foregoing, no intent-to-use trademark application filed in the United States for which a Statement of Use has not yet been filed and accepted by the PTO shall constitute Pledged Trademark Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark application or the trademark that is the subject thereof under applicable law.

III. Security Agreement. The security interest granted pursuant to this Confirmation is granted in conjunction with the security interest granted to the Lender pursuant to the Security Documents and Pledgor hereby acknowledges, affirms and agrees that the rights and remedies of the Lender with respect to the security interest in the IP Collateral made, granted and confirmed hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Confirmation Agreement is deemed to conflict with the IP Security Agreement, the provisions of the IP Security Agreement shall control.

IV. Recording. It is intended that an electronic copy of this Confirmation as executed shall be forthwith filed with the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

V. Termination. The provisions of this IP Security Agreement shall apply with respect to the release of a security interest in any of the IP Collateral created pursuant to this IP Security Agreement.

VI. Counterparts. This Confirmation may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Confirmation by signing and delivering one or more counterparts.


VII. GOVERNING LAW. THIS CONFIRMATION AND ANY CLAIMS, CONTROVERSIES, DISPUTES, OR CAUSES OF ACTION (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) BASED UPON OR RELATING TO THIS CONFIRMATION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

*[Signatures on following page]*

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned parties have executed this Confirmation as an instrument under seal as of the day and year first above written.

PLEDGOR

GOLF GENIUS SOFTWARE LLC

By:   
Michael D. Zisman, Managing Member

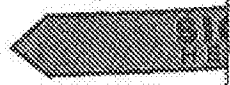


EXHIBIT B

List of Copyrights and Copyright Licenses Registered with the Copyright Office

NONE

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**TRADEMARK**  
**REEL: 006861 FRAME: 0343**

EXHIBIT C

List of Patents Registered with the PTO

NONE

EXHIBIT D

List of Trademarks and Trademark Licenses Registered with the PTO

1. U.S. Trademarks and Service Marks [Exhibit D-1]
2. Canada Trademarks and Service Marks per [Exhibit D-2]
3. International Trademarks and Service Marks (WIPO) [Exhibit D-2]



EXHIBIT D-1

United States Trademarks/ Service Marks

Country	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date
US	GOLF GENIUS SOFTWARE. LESS WORK. MORE FUN. MORE REVENUE.	Registered	87/676807	08-Nov-2017	5517787	17-Jul-2018
US	GOLF GENIUS	Registered	87/676779	08-Nov-2017	5523078	24-Jul-2018
US	GOLF GENIUS SOFTWARE. LESS WORK. MORE FUN. MORE REVENUE.	Registered	87/891474	24-Apr-2018	5631906	18-Dec-2018
US	GOLF GENIUS	Registered	87/891461	24-Apr-2018	5665333	29-Jan-2019
US	GOLFTRIPGENIUS	Registered	85/650334	13-Jun-2012	4382323	13-Aug-2013
US	GOLFLEAGUEGENIUS	Registered	85/650350	13-Jun-2012	4409541	01-Oct-2013

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