

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Topgolf International, Inc.		02/08/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent and collateral agent		
Street Address:	10 South Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5545092	EVERYONE'S GAME	
Registration Number:	5633651	TOPGOLF	
Registration Number:	5633652		
Registration Number:	5296536	TOPGOLF CRUSH	
Registration Number:	5478520	SWING SUITE	
Registration Number:	5498901	TOPCHIP	
Registration Number:	5498902	TOPPRESSURE	
Registration Number:	5498903	TOPSCORE	
Registration Number:	5498807	TOPLIFE	
Registration Number:	5246495	TOPGOLF MEDIA	
Registration Number:	5444282	TOPTRACER RANGE	
Registration Number:	5444274	TOPTRACER	
Registration Number:	5434276	TOPTRACER	
Registration Number:	5434270	TOPSCRAMBLE	
Registration Number:	5341589	TOPLIFE	
Serial Number:	88151226	TOPPRESSURE	
Serial Number:	88151258	TOPCHALLENGE	

CH \$440.00 5545092

CORRESPONDENCE DATA**Fax Number:** 71382-5602*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:** 7138215658**Email:** jmull@stblaw.com**Correspondent Name:** Dustin Cooper**Address Line 1:** 600 Travis Street**Address Line 2:** Suite 5400**Address Line 4:** Houston, TEXAS 77002**ATTORNEY DOCKET NUMBER:** 509265/1994**NAME OF SUBMITTER:** J. Jason Mull**SIGNATURE:** /J. Jason Mull/**DATE SIGNED:** 05/01/2020**Total Attachments: 6**

source=Topgolf - IP Security Agreement Supplement (Executed)_WEIL_96909310_1#page1.tif

source=Topgolf - IP Security Agreement Supplement (Executed)_WEIL_96909310_1#page2.tif

source=Topgolf - IP Security Agreement Supplement (Executed)_WEIL_96909310_1#page3.tif

source=Topgolf - IP Security Agreement Supplement (Executed)_WEIL_96909310_1#page4.tif

source=Topgolf - IP Security Agreement Supplement (Executed)_WEIL_96909310_1#page5.tif

source=Topgolf - IP Security Agreement Supplement (Executed)_WEIL_96909310_1#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of February 8, 2019 (this "IP Security Agreement Supplement"), by Topgolf International, Inc., a Delaware corporation (the "Grantor") in favor of JPMorgan Chase Bank, N.A. ("JPM"), as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Amended and Restated Credit Agreement, dated as of February 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, Topgolf International, Inc., a Delaware corporation, the Lenders from time to time party thereto and JPM, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the Grantor and the Administrative Agent have entered into that certain Intellectual Property Security Agreement, dated as of August 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "Additional IP Collateral"):

A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;

D. all exclusive Licenses under which a Grantor is an exclusive licensee of Copyrights that are registered with (or applied for in) the United States Copyright Office, including those listed on Schedule III; and

E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security 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 IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]


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

TOPGOLF INTERNATIONAL, INC.

By: W. Davenport
Name: William Davenport
Title: Vice President and Chief Financial Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Topgolf International, Inc.	5,545,092	EVERYONE'S GAME
Topgolf International, Inc.	5,633,651	TOPGOLF
Topgolf International, Inc.	5,633,652	<i>Design Only</i> 
Topgolf International, Inc.	5,296,536	TOPGOLF CRUSH
Topgolf International, Inc.	5,478,520	SWING SUITE
Topgolf International, Inc.	5,498,901	TOPCHIP
Topgolf International, Inc.	5,498,902	TOPPRESSURE
Topgolf International, Inc.	5,498,903	TOPSCORE
Topgolf International, Inc.	5,498,807	TOPLIFE
Topgolf International, Inc.	5,246,495	TOPGOLF MEDIA
Topgolf International, Inc.	5,444,282	TOPTRACER RANGE
Topgolf International, Inc.	5,444,274	TOPTRACER
Topgolf International, Inc.	5,434,276	TOPTRACER
Topgolf International, Inc.	5,434,270	TOPSCRAMBLE
Topgolf International, Inc.	5,341,589	TOPLIFE

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Topgolf International, Inc.	88/151,226	TOPPRESSURE
Topgolf International, Inc.	88/151,258	TOPCHALLENGE

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.