

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Topgolf International, Inc.		05/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent and collateral agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5846414	JEWEL JAM	
Registration Number:	6011855	MISSION: AMBITION	
Registration Number:	5745944		
Registration Number:	5768099	TOPCHALLENGE	
Registration Number:	5801886	TOPCHALLENGE	
Registration Number:	5951788	TOPCONTENDER	
Registration Number:	5795682	TOPCONTENDER	
Registration Number:	5722852	TOPDRIVE	
Registration Number:	5745943	TOPGOLF	
Registration Number:	5768097	TOPPRESSURE	
Registration Number:	5795681	TOPSHOT	
CORRESPONDENCE DATA			
Fax Number:	7138215602		
<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>			
Phone:	7138215652		
Email:	jmull@stblaw.com		
Correspondent Name:	W. Andrew Lanius		
Address Line 1:	600 Travis Street		

CH \$290.00 5846414

TRADEMARK

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: 05/29/2020

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of May 27, 2020 (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. [reserved];
- D. [reserved]; 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 IP Security Agreement Supplement 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

[Signature Page to Intellectual Property Security Agreement Supplement]

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Topgolf International, Inc.	5,846,414	JEWEL JAM
Topgolf International, Inc.	6,011,855	MISSION: AMBITION
Topgolf International, Inc.	5,745,944	 Shield Design
Topgolf International, Inc.	5,768,099	TOPCHALLENGE
Topgolf International, Inc.	5,801,886	TOPCHALLENGE
Topgolf International, Inc.	5,951,788	TOPCONTENDER
Topgolf International, Inc.	5,795,682	TOPCONTENDER
Topgolf International, Inc.	5,722,852	TOPDRIVE
Topgolf International, Inc.	5,745,943	TOPGOLF
Topgolf International, Inc.	5,768,097	TOPPRESSURE
Topgolf International, Inc.	5,795,681	TOPSHOT

SCHEDULE II

PATENT APPLICATIONS

APPLICANT	SERIAL NO.	FILING DATE
TOPGOLF INTERNATIONAL, INC.	16/383,397	April 12, 2019
TOPGOLF INTERNATIONAL, INC.	29/706,400	September 19, 2019