

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578752

<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>
Topgolf International, Inc.		05/27/2020	Corporation: DELAWARE
World Golf Tour, LLC		05/27/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society, FSB, as purchaser representative and collateral agent		
<b>Street Address:</b>	500 Delaware Avenue		
<b>Internal Address:</b>	Corporate Trust - Topgolf - Geoffrey Lewis		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Federal Savings Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3199136	I.D. BALL	
<b>Registration Number:</b>	3496840		
<b>Registration Number:</b>	4674980		
<b>Registration Number:</b>	4216510	TOPGOLF	
<b>Registration Number:</b>	4673170		
<b>Registration Number:</b>	3332174	WGT	
<b>Registration Number:</b>	3601848	WGT	
<b>Registration Number:</b>	3719638	WGT	
<b>Registration Number:</b>	3719636	WGT	
<b>Registration Number:</b>	4215195	WGT BASEBALL	
<b>Registration Number:</b>	5545092	EVERYONE'S GAME	
<b>Registration Number:</b>	5633651	TOPGOLF	
<b>Registration Number:</b>	5633652		
<b>Registration Number:</b>	5296536	TOPGOLF CRUSH	
<b>Registration Number:</b>	5478520	SWING SUITE	
<b>Registration Number:</b>	5498901	TOPCHIP	

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Property Type	Number	Word Mark
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
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

*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:** 7138215652

**Email:** jmull@stblaw.com

**Correspondent Name:** W. Andrew Lanius

**Address Line 1:** 600 Travis Street

**Address Line 2:** Suite 5400

**Address Line 4:** Houston, TEXAS 77002

<b>ATTORNEY DOCKET NUMBER:</b>	509265/1994
<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	05/30/2020

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 27, 2020, (this “Agreement”), by Topgolf International, Inc., a Delaware corporation, and World Golf Tour, LLC, a Delaware limited liability company (each, a “Grantor”) in favor of Wilmington Savings Fund Society, FSB, as purchaser representative and collateral agent (in such capacities, the “Purchaser Representative”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of May 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Note Parties party thereto and the Purchaser Representative. The Purchasers (as defined below) have purchased Notes from the Issuer (as defined in Note Purchase Agreement (as defined below)) subject to the terms and conditions set forth in that certain Note Purchase Agreement, dated as of May 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among, *inter alios*, Topgolf International, Inc., a Delaware corporation, as the Issuer, the purchasers from time to time party thereto and the Purchaser Representative. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Note Purchase Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement 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, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Purchaser Representative, 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 such Grantor and regardless of where located (collectively, the “IP Collateral”):

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

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including 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 Purchaser Representative herein are granted in furtherance, and not in limitation of, the security interests granted to

the Purchaser Representative pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Purchaser Representative with respect to the 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 Agreement 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]



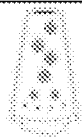

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


TOPGOLF INTERNATIONAL, INC.  
WORLD GOLF TOUR, LLC

DocuSigned by:  
By: William Davenport  
Name: William Davenport  
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Topgolf International, Inc.	3,199,136	I.D. BALL
Topgolf International, Inc.	3,496,840	 Shield Design
Topgolf International, Inc.	4,674,980	 Shield Design
Topgolf International, Inc.	4,216,510	TOPGOLF
Topgolf International, Inc.	4,673,170	 TOPGOLF OUTFIELD TRADE DRESS
World Golf Tour, LLC	3,332,174	WGT
World Golf Tour, LLC	3,601,848	WGT
World Golf Tour, LLC	3,719,638	WGT and Design (Color Logo)
World Golf Tour, LLC	3,719,636	WGT and Design (Black & White Logo)
World Golf Tour, LLC	4,215,195	WGT BASEBALL
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 & Shield Design
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 & Shield Design
Topgolf International, Inc.	5,434,270	TOPSCRAMBLE
Topgolf International, Inc.	5,341,589	TOPLIFE

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

**TRADEMARK APPLICATIONS**

None.



SCHEDULE II

PATENTS

REGISTERED OWNER	REGISTERED PATENT No.	ISSUE DATE
TOPGOLF INTERNATIONAL, INC.	D530,766	October 24, 2006
TOPGOLF INTERNATIONAL, INC.	7,691,009	April 6, 2010
TOPGOLF INTERNATIONAL, INC.	7,766,766	August 3, 2010
TOPGOLF INTERNATIONAL, INC.	8,002,645	August 23, 2011
TOPGOLF INTERNATIONAL, INC.	8,425,350	April 23, 2013
TOPGOLF INTERNATIONAL, INC.	8,758,166	June 24, 2014
TOPGOLF INTERNATIONAL, INC.	9,132,326	September 15, 2015
WORLD GOLF TOUR, LLC	7,806,777	October 5, 2010
WORLD GOLF TOUR, LLC	7,847,808	December 7, 2010
WORLD GOLF TOUR, LLC	8,029,359	October 4, 2011
WORLD GOLF TOUR, LLC	8,342,951	January 1, 2013
TOPGOLF INTERNATIONAL, INC.	9,592,424	March 14, 2017
TOPGOLF INTERNATIONAL, INC.	9,623,303	April 18, 2017

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

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.