

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM599456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB		09/24/2020	National Banking Association:
RECEIVING PARTY DATA			
Name:	Topgolf International, Inc.		
Street Address:	8750 North Central Expressway		
Internal Address:	Suite 1200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75231		
Entity Type:	Corporation: DELAWARE		
Name:	World Golf Tour, LLC		
Street Address:	8750 North Central Expressway		
Internal Address:	Suite 1200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75231		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	3199136	I.D. BALL	
Registration Number:	3496840		
Registration Number:	4674980		
Registration Number:	4216510	TOPGOLF	
Registration Number:	4673170		
Registration Number:	3332174	WGT	
Registration Number:	3601848	WGT	
Registration Number:	3719638	WGT	
Registration Number:	3719636	WGT	
Registration Number:	4215195	WGT BASEBALL	

TRADEMARK

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
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: 2147467777

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: 2147467700

Email: juan.arias@weil.com

Correspondent Name: Brendan Conley

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 200 Crescent Court, Suite 300

Address Line 4: Dallas, TEXAS 75201-6950

ATTORNEY DOCKET NUMBER: B. Conley - 77733.0005

NAME OF SUBMITTER: Brendan Conley

SIGNATURE:	/Brendan Conley/
DATE SIGNED:	09/24/2020
Total Attachments: 6 source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page1.tif source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page2.tif source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page3.tif source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page4.tif source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page5.tif source=Topgolf - NPA Intellectual Property Security Agreement Release Executed#page6.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of September 24, 2020 (this “Release”), is from Wilmington Savings Fund Society, FSB, a national banking association, in its capacity as purchaser representative and collateral agent (in such capacity, together with its successors and assigns, the “Purchaser Representative”) under 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, Topgolf International, Inc., as Issuer, the Purchasers (as defined therein) party thereto and the Purchaser Representative, in favor of Topgolf International, Inc., a Delaware corporation, and World Golf Tour, LLC, a Delaware limited liability company (each, a “Grantor”).

WITNESSETH:

WHEREAS, each Grantor has entered into 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 prior to the date hereof, the “Security Agreement”), among the Grantors, the other Note Parties party thereto and the Purchaser Representative. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement;

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Purchaser Representative, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has executed in connection therewith that certain Intellectual Property Security Agreement, dated as of May 27, 2020 and recorded with the United States Patent and Trademark Office on May 30, 2020 at Reel/Frame 052795/0219 and Reel/Frame 6949/0427 (the “Intellectual Property Security Agreement”);

WHEREAS, pursuant to the Intellectual Property Security Agreement, each Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a security interest to the Purchaser Representative in the Grantor’s registered or applied for intellectual property, including the trademarks and patents listed in Schedule I hereto (collectively, the “Released Collateral”); and

WHEREAS, in accordance with the terms for release of collateral set forth in the Note Purchase Agreement and the Security Agreement, the Purchaser Representative now desires to terminate and release the entirety of its security interest in the Released Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Purchaser Representative hereby states as follows:

1. Release of Security Interest. The Purchaser Representative, without representation or warranty of any kind, hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in or to the Released Collateral under the Security Agreement and the Intellectual Property Security Agreement, and (ii) reassigns, re-transfers, and re-conveys, without representation or warranty of any kind, any and all such right, title, and interest (if any) that the Purchaser Representative may have under the Security Agreement and the Intellectual Property Security Agreement in the Released Collateral to the applicable Grantor. Any right, title, or interest of the Purchaser Representative under the Security Agreement and the Intellectual Property Security Agreement in such Released Collateral shall hereby cease and become void.


2. Further Assurances. The Purchaser Representative hereby agrees to, at the sole cost and expense of the Grantors, take all further actions, and provide to the Grantors its cooperation and assistance (including, without limitation, the execution, acknowledgement, procurement, and delivery of any further documents) and to do such other acts as may be reasonably requested by the Grantors to effect the termination and release of the security interest contemplated hereby.

3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Of Security Interest In Intellectual Property by its duly authorized officer as of the date first above written.

Wilmington Savings Fund Society, FSB, as the
Purchaser Representative

By: 
Name: Geoffrey J. Lewis
Title: Vice President

[Signature Page to Termination and Release of Security Interest in IP]

Schedule I



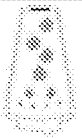

Released Collateral


(attached)

Schedule I

Released Collateral

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

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Topgolf International, Inc.	5,434,270	TOPSCRAMBLE
Topgolf International, Inc.	5,341,589	TOPLIFE
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

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