

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Club Car, LLC		06/01/2021	Limited Liability Company:
GPS Industries, LLC		06/01/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	ATTN: SBD OPERATIONS 200 WEST STREET		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5634003	TEMPO	
Registration Number:	5270813	GPSI	
Registration Number:	5247734	ONWARD	
Registration Number:	5372485	CLUB CAR	
Registration Number:	5392310	VERSATTACH	
Registration Number:	4888314	ARMORFLEX	
Registration Number:	4958470	INTELLITRAK	
Registration Number:	3083494	INTELLITRAK	
Registration Number:	2748730	PRECEDENT	
Registration Number:	1945852	CARRYALL	
Registration Number:	1808474	ARMORFLEX	
Registration Number:	1539252	CLUB CAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		

CH \$315.00 5634003

Correspondent Name: Heather Schneider
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 116413.88

NAME OF SUBMITTER: Heather Schneider

SIGNATURE: /Heather Schneider/

DATE SIGNED: 06/03/2021

Total Attachments: 5

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TERM LOAN TRADEMARK SECURITY AGREEMENT

TERM LOAN TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2021, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of GOLDMAN SACHS BANK USA, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Term Loan Security Agreement, dated as of June 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Term Loan Trademark Security Agreement (this "Trademark Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement)) (collectively, "Trademark Collateral"):

(a) Marks of such Grantor, including those listed on Schedule I attached hereto (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an "Amendment to Allege Use" or a "Statement of Use" under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts; Etc.. This Trademark Security Agreement 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 Trademark Security Agreement by signing and delivering one or more counterparts. The provisions of Section 13.21 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or

the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CLUB CAR, LLC, and
GPS INDUSTRIES, LLC

By: _____

Name: Mary Ann Sigler

Title: Vice President and Treasurer

MS

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 007314 FRAME: 0917

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: _____

Name: Robert Ehudin

Title: Authorized Signatory

SCHEDULE I
to
TERM LOAN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Title	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner Name
TEMPO	87/602,992	2017-09-11	5,634,003	2018-12-18	CLUB CAR, LLC
GPSI	87/315,625	2017-01-27	5,270,813	2017-08-22	GPS INDUSTRIES, LLC
ONWARD	87/135,896	2016-08-11	5,247,734	2017-07-18	CLUB CAR, LLC
CLUB CAR	86/912,385	2016-02-18	5,372,485	2018-01-09	CLUB CAR, LLC
VERSATTACH Cross References: VERSA ATTACH	86/819,792	2015-11-13	5,392,310	2018-01-30	CLUB CAR, LLC
ARMORFLEX Cross References: ARMOR FLEX	86/595,347	2015-04-13	4,888,314	2016-01-19	CLUB CAR, LLC
INTELLITRAK Cross References: INTELLITRACK	86/595,383	2015-04-13	4,958,470	2016-05-17	CLUB CAR, LLC
INTELLITRAK Cross References: INTELLITRACK	78/322,169	2003-11-03	3,083,494	2006-04-18	CLUB CAR, LLC
PRECEDENT	78/077,881	2001-08-07	2,748,730	2003-08-05	CLUB CAR, LLC
CARRYALL	74/636,672	1995-02-21	1,945,852	1996-01-02	CLUB CAR, LLC
ARMORFLEX	74/298,805	1992-07-28	1,808,474	1993-11-30	CLUB CAR, LLC
CLUB CAR	73/743,073	1988-07-29	1,539,252	1989-05-16	CLUB CAR, LLC

Trademark Applications:

None.