

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Full-Swing Golf, Inc.		07/30/2021	Corporation: CALIFORNIA
VG Buyer, LLC		07/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CCP AGENCY, LLC		
Street Address:	c/o Comvest Credit Partners		
Internal Address:	525 Okeechobee Blvd, Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1628721	FULL SWING	
Registration Number:	2683043	FULL SWING GOLF	
Registration Number:	4660095	ION	
Registration Number:	5022118	SHOWDOWN GOLF	
Registration Number:	4966494	VIRTUAL GREEN	
Registration Number:	5156645	VIRTUAL GREEN	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	trademark@proskauer.com, GHKim@proskauer.com		
Correspondent Name:	Gloria Kim		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	25471-005		

CH \$165.00 1628721

NAME OF SUBMITTER:	Gloria Kim
SIGNATURE:	/Gloria Kim/
DATE SIGNED:	07/30/2021
Total Attachments: 5 source=Full Swing - Trademark Security Agreement Executed#page1.tif source=Full Swing - Trademark Security Agreement Executed#page2.tif source=Full Swing - Trademark Security Agreement Executed#page3.tif source=Full Swing - Trademark Security Agreement Executed#page4.tif source=Full Swing - Trademark Security Agreement Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 30, 2021 (this “**Trademark Security Agreement**”), by Full-Swing Golf, Inc., a California corporation and VG Buyer, LLC a Delaware limited liability company (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of CCP Agency, LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of July 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative 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 and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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 termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

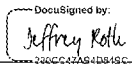
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more

counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

FULL-SWING GOLF, INC.

By:  _____
Name: Jeffrey Roth
Title: Vice President

VG BUYER, LLC

By:  _____
Name: Jeffrey Roth
Title: Vice President

[Signature Page to Trademark Security Agreement (Full Swing)]

CCP AGENCY, LLC,
as Administrative Agent



By: ~~Comvest Capital Advisors LLC, its sole Member~~

By:
Name:
Title:


DAN LEE
PARTNER

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

Owner	Mark/Name	Registration No.
Full-Swing Golf, Inc.	FULL SWING	1,628,721
Full-Swing Golf, Inc.	FULL SWING GOLF	2,683,043
Full-Swing Golf, Inc.	ION	4,660,095
Full-Swing Golf, Inc.		5,022,118
VG Buyer, LLC	Virtual Green	4,966,494
VG Buyer, LLC		5,156,645