

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClubUp, LLC		08/08/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OWL ROCK CAPITAL CORPORATION		
Street Address:	399 PARK AVENUE, 38TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5247501	CLUBUP	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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) 558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	08/09/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 8, 2022, is made by ClubUp, LLC (“Grantor”) in favor of Owl Rock Capital Corporation (“Owl Rock”), as administrative agent for the Lenders and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of August 5, 2021 (amended by the First Amendment to Credit Agreement, dated as of January 24, 2022, and the Second Amendment to Credit Agreement, dated as of May 2, 2022, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Troon Golf, L.L.C. (“Borrower”), Green Links Holdings, LLC (“Holdings”), the other loan parties party thereto, the lenders and the L/C issuers from time to time party thereto, the Administrative Agent, the lenders and the L/C issuers have severally agreed to extend credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Amended and Restated Guaranty and Security Agreement, dated as of August 5, 2021, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), Borrower and the Affiliates of Borrower from time to time party thereto, as grantors in favor of Administrative Agent, grant to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the Collateral of such undersigned, and expressly assume all obligations and liabilities of a grantor thereunder; and

WHEREAS, pursuant to the Joinder Agreement, dated as of August 8, 2022, Grantor has become a party to the Credit Agreement and the Guaranty and Security Agreement, and, pursuant thereto, is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, and as otherwise required under the Guaranty and Security Agreement, Grantor hereby agrees with the Administrative Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants, mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “IP Collateral”):

(a) all of its United States Copyrights, and all IP Licenses providing for the grant by or to Grantor of any right under any Copyright issued or registered in the United States, including, without limitation, those referred to on Schedule 1 hereto;

(b) all of its United States Patents, and all IP Licenses providing for the grant by or to Grantor of any right under any Patent issued or registered in the United States, including, without limitation, those referred to on Schedule 2 hereto;

(c) all of its United States Trademarks, and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark (and all goodwill connected with the use of, and symbolized by, each Trademark) issued or registered in the United States, including, without limitation, those referred to on Schedule 3 hereto; provided that no Lien and security interest is granted under this Intellectual Property Security Agreement on any "intent-to-use" Trademark applications unless and until a statement of use or amendment to allege use has been filed;

(d) all renewals, reversions and extensions of the foregoing; and

(e) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and IP Licenses subject to a security interest hereunder.

Section 4. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

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

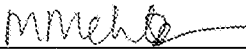
Very truly yours,

CLUBUP, LLC
as a Grantor

By: 
Name: Ruth E. Engle
Title: President

ACCEPTED AND AGREED
as of the date first above written:

OWL ROCK CAPITAL CORPORATION,
as Administrative Agent
By: **OWL ROCK CAPITAL ADVISORS LLC,**
its Investment Advisor

By: 
Name: Meenal Mehta
Title: Authorized Signatory

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights and Copyright Applications

None.

Copyright Licenses

None.

SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

None.

Patent Licenses

None.

SCHEDULE 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks and Trademark Applications

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
CLUBUP	U.S. Federal	87025935 05-MAY-2016	5247501 18-JUL-2017	41, 42	ClubUp, LLC	Registered

Trademark Licenses

None.