

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM766559

<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>
Golf Cart King, LLC		11/08/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Focus Strategies Capital Advisors, LLC		
<b>Street Address:</b>	7600 N. Capital of Texas Highway, Bldg. B, Suite 345		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78731		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97627495		
<b>Serial Number:</b>	97587732	CARTLOVE	
<b>Serial Number:</b>	97245690	GOLF CART KING	
<b>Serial Number:</b>	97245689	GOLF CART KING	
<b>Serial Number:</b>	97217598	POWERED BY CHARGEWISE TECHNOLOGY	
<b>Serial Number:</b>	90271521	A	
<b>Serial Number:</b>	90271520	ATLAS	
<b>Registration Number:</b>	6189690		
<b>Registration Number:</b>	6189689	GOLF CART KING	
<b>Registration Number:</b>	6165850	MODZ	
<b>Registration Number:</b>	5889429	MODZ	
<b>Registration Number:</b>	5360165	ALL AMERICAN	
<b>Registration Number:</b>	5509007	MODZ	
<b>Registration Number:</b>	4062942	GOLF CART KING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5125056348		
<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>			

OP \$365.00 97627495

**Phone:** 5124956048  
**Email:** bsteffensen@mcginnislaw.com  
**Correspondent Name:** Britt Steffensen  
**Address Line 1:** 1111 W. 6th Street, Bldg. B, Suite 400  
**Address Line 4:** Austin, TEXAS 78703

**NAME OF SUBMITTER:** Britt Steffensen

**SIGNATURE:** /s/

**DATE SIGNED:** 11/08/2022

**Total Attachments: 5**

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THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE SUBORDINATION PROVISIONS SET FORTH IN THE CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT BY AND AMONG FOCUS STRATEGIES CAPITAL ADVISORS, LLC, A TEXAS LIMITED LIABILITY COMPANY, TEXAS PARTNERS BANK, A TEXAS STATE BANK DOING BUSINESS AS THE BANK OF AUSTIN, GOLF CART KING, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND AARON GOULDIE (INCLUDING EACH SUCH PARTY'S SUCCESSORS AND ASSIGNS). IN THE EVENT OF ANY CONFLICT BETWEEN THIS TRADEMARK SECURITY AGREEMENT AND THE SUBORDINATION AND INTERCREDITOR AGREEMENT, THE SUBORDINATION AND INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. A COPY OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT IS ON FILE AT THE OFFICE OF THE LENDER HEREOF AND IS AVAILABLE FOR INSPECTION AT SUCH OFFICE.

### **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 8, 2022 (this "Agreement"), is made and entered into by GOLF CART KING, LLC, a Texas limited liability company (the "Grantor") in favor of Focus Strategies Capital Advisors, LLC, a Texas limited liability company, (the "Lender").

#### **RECITALS:**

**WHEREAS**, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to that certain Loan Agreement, dated as of the date hereof (the "Loan Agreement"), among the Grantor, Aaron Gouldie, as a guarantor thereunder, and together with the other guarantors party thereto (the "Guarantors") and the Lender, the Lender has agreed to make a Loan to Grantor (capitalized terms used but not defined herein have the respective meanings assigned to them in the Loan Agreement); and

**WHEREAS**, pursuant to the terms of the Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor and the Lender, the Grantor has agreed to grant in favor of the Lender a perfected security interest in, and the Lender has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, the Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;

(ii) all renewals of trademark and service mark registrations;

(iii) all rights, licenses and goodwill arising out of the foregoing, now existing or hereafter coming into existence, (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to the Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by the Grantor in respect of any of the items listed above.

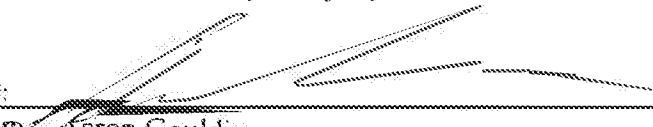
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any of the Excluded Property (as defined in the Security Agreement) (including any of the Grantor's rights or interests in any license, contract or agreement to which the Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any license, contract or agreement to which the Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect).

The Grantor further acknowledges that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral 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. To the extent there are any conflicts or inconsistencies between this Agreement and the Loan Agreement or the Security Agreement, the provisions of the Loan Agreement or the Security Agreement (as applicable) shall control.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

**GOLF CART KING, LLC,**  
a Texas limited liability company

By:   
Name: Aaron Gouldie  
Title: Managing Member

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK APPLICATIONS**

<b>Name of Grantor</b>	<b>Trademark Application</b>	<b>Application Filing Date</b>	<b>Application Serial Number</b>
Golf Cart King, LLC		October 11, 2022	97627495
Golf Cart King, LLC	CARTLOVE	September 12, 2022	97587732
Golf Cart King, LLC		January 30, 2022	97245690
Golf Cart King, LLC	GOLF CART KING	January 30, 2022	97245689
Golf Cart King, LLC		January 13, 2022	97217598
Golf Cart King, LLC		October 22, 2020	90271521
Golf Cart King, LLC	ATLAS	October 22, 2020	90271520

**TRADEMARKS**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Golf Cart King, LLC		November 3, 2020	6189690
Golf Cart King, LLC	<b>GOLF CART KING</b>	November 3, 2020	6189689
Golf Cart King, LLC		September 29, 2020	6165850
Golf Cart King, LLC	MODZ	October 22, 2019	5889429
Golf Cart King, LLC	ALL AMERICAN	December 19, 2017	5360165
Golf Cart King, LLC		July 3, 2018	5509007
Golf Cart King, LLC	GOLF CART KING	November 29, 2011	4062942