

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM755867

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Five Iron Golf IP LLC		09/15/2022	Limited Liability Company: NEW YORK
The Range NYC LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Baltimore LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Boston LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Chicago LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Cincinnati LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Cleveland LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf DC LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Detroit LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Indianapolis LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Las Vegas LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf LIC LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf NYC LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Philadelphia LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Pittsburgh LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Seattle LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Shelby LLC,		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Stamford LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Suburban LLC		09/15/2022	Limited Liability Company: NEW YORK
			<b>TRADEMARK</b>

OP \$90.00 6313622

Name	Formerly	Execution Date	Entity Type
Five Iron Golf White Plains LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf Franchising LLC		09/15/2022	Limited Liability Company: NEW YORK
Five Iron Golf International LLC		09/15/2022	Limited Liability Company: NEW YORK
FIG IP, Next Generation Simulators LLC		09/15/2022	Limited Liability Company: NEW YORK
The Fitting Lab LLC		09/15/2022	Limited Liability Company: NEW YORK

#### RECEIVING PARTY DATA

<b>Name:</b>	Star Mountain Strategic Credit Income Fund IV, LP
<b>Street Address:</b>	140 East 45th Street, 37th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Limited Partnership: DELAWARE

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	6313622	THE FITTING LAB
<b>Registration Number:</b>	5907083	FIVE IRON GOLF
<b>Registration Number:</b>	5912723	5I

#### CORRESPONDENCE DATA

**Fax Number:** 2158325619  
*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:** 215-569-5619  
**Email:** timothy.pecsenye@blankrome.com, anne.sullivan@blankrome.com  
**Correspondent Name:** Blank Rome LLP (154502-01041)  
**Address Line 1:** 130 North 18th Street  
**Address Line 2:** One Logan Square  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	154502-01041
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecszenye
<b>SIGNATURE:</b>	/Timothy D. Pecszenye/
<b>DATE SIGNED:</b>	09/16/2022

#### Total Attachments: 9

source=IP Security Agreement (Star Mountain The Range)(129584515.2)#page1.tif

source=IP Security Agreement (Star Mountain The Range)(129584515.2)#page2.tif  
source=IP Security Agreement (Star Mountain The Range)(129584515.2)#page3.tif  
source=IP Security Agreement (Star Mountain The Range)(129584515.2)#page4.tif  
source=IP Security Agreement (Star Mountain The Range)(129584515.2)#page5.tif  
source=IP Security Agreement (Star Mountain The Range)(129584515.2)#page6.tif  
source=IP Security Agreement (Star Mountain The Range)(129584515.2)#page7.tif  
source=IP Security Agreement (Star Mountain The Range)(129584515.2)#page8.tif  
source=IP Security Agreement (Star Mountain The Range)(129584515.2)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is dated as of September 15, 2022 between FIVE IRON GOLF IP LLC, a New York limited liability company (“FIG IP”, and together with each other Person party hereto as a grantor from time to time, collectively, “Grantors”), and STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP, as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”) among The Range NYC LLC, a New York limited liability company (“TRN”), Five Iron Golf Baltimore LLC, a New York limited liability company (“FIG Baltimore”), Five Iron Golf Boston LLC, a New York limited liability company (“FIG Boston”), Five Iron Golf Chicago LLC, a New York limited liability company (“FIG Chicago”), Five Iron Golf Cincinnati LLC, a New York limited liability company (“FIG Cincinnati”), Five Iron Golf Cleveland LLC, a New York limited liability company (“FIG Cleveland”), Five Iron Golf DC LLC, a New York limited liability company (“FIG DC”), Five Iron Golf Detroit LLC, a New York limited liability company (“FIG Detroit”), Five Iron Golf Indianapolis LLC, a New York limited liability company (“FIG Indianapolis”), Five Iron Golf Las Vegas LLC, a New York limited liability company (“FIG LV”), Five Iron Golf LIC LLC, a New York limited liability company (“FIG LIC”), Five Iron Golf NYC LLC, a New York limited liability company (“FIG NYC”), Five Iron Golf Philadelphia LLC, a New York limited liability company (“FIG Philadelphia”), Five Iron Golf Pittsburgh LLC, a New York limited liability company (“FIG Pittsburgh”), Five Iron Golf Seattle LLC, a New York limited liability company (“FIG Seattle”), Five Iron Golf Shelby LLC, a New York limited liability company (“FIG Shelby”), Five Iron Golf Stamford LLC, a New York limited liability company (“FIG Stamford”), Five Iron Golf Suburban LLC, a New York limited liability company (“FIG Suburban”), Five Iron Golf White Plains LLC, a New York limited liability company (“FIG WP”), Five Iron Golf Franchising LLC, a New York limited liability company (“FIG Franchising”), Five Iron Golf International LLC, a New York limited liability company (“FIG International”), FIG IP, Next Generation Simulators LLC, a New York limited liability company (“Simulators”), The Fitting Lab LLC, a New York limited liability company (“TFL”, together with TRN, FIG Baltimore, FIG Boston, FIG Chicago, FIG Cincinnati, FIG Cleveland, FIG DC, FIG Detroit, FIG Indianapolis, FIG LV, FIG LIC, FIG NYC, FIG Philadelphia, FIG Pittsburgh, FIG Seattle, FIG Shelby, FIG Stamford, FIG Suburban, FIG WP, FIG Franchising, FIG International, FIG IP, Simulators, and each other Person joined as a party thereto as a “Borrower”, and all of their respective permitted successors and assigns, “Borrowers”), the Guarantors from time to time party thereto, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, the “Lenders”, and each individually, a “Lender”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each Grantor has granted to Agent a lien and security interest in substantially all of its assets to secure the Obligations; and

WHEREAS, each Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Intellectual Property of each Grantor.

**NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:**

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Agent of the Obligations under the Loan Agreement, each Grantor hereby collaterally assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in and to and Lien on all of each Grantor's right, title and interest in, to and under the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the "IP Collateral"):

(a) All of such Grantor's (i) copyrights, copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 1, (ii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing, collectively, the "Copyrights");

(b) All of such Grantor's patents and patent applications, including (i) the patents and patent applications listed on Schedule 2, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Patents");

(c) All of such Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 3, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks") (*provided* that no security interest shall be granted in United States intent-to-use trademark

applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law), and all reissues, continuations or extensions of the foregoing (as applicable); and

(d) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for any infringement of any Intellectual Property.

Notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "IP Collateral" shall not include, any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Loan Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each Grantor to Agent, the Lenders or any of them pursuant to the Loan Agreement.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of itself, and the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1, Schedule 2 and Schedule 3 hereto accurately lists all of such Grantor's registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new or additional IP Collateral, this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any such new or additional IP Collateral of any Grantor identified in a written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, applied to contracts to be performed wholly within the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered

by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

10. TERMINATION. The security interests, liens and rights granted to Agent and Lenders hereunder shall continue in full force and effect until all of the Obligations have been paid and performed in full (other than contingent indemnification obligations for which no claim has been made) and all commitments of Lenders to extend credit to Borrowers have expired or been terminated. Accordingly, Agent shall not be required to send any termination statements with respect to the IP Collateral to any Credit Party, or to file any such termination statements with any filing office, in each case unless and until the Loan Agreement shall have been terminated in accordance with its terms and all Obligations have been paid in full (other than contingent indemnification obligations for which no claim has been made) in immediately available funds. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until all Obligations are paid and performed in full (other than contingent indemnification obligations for which no claim has been made).

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

**GRANTOR:**

**FIVE IRON GOLF IP LLC**

By: The Range NYC LLC, its Sole Manager

*Jared Solomon*

By: \_\_\_\_\_

Name: Jared Solomon

Title: Chief Executive Officer

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 007895 FRAME: 0263**



Approved and Accepted:

**STAR MOUNTAIN STRATEGIC CREDIT  
INCOME FUND IV, LP**, as Agent

By:  \_\_\_\_\_

Name: Brett Hickey

Title: Authorized Signatory

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 007895 FRAME: 0264**

SCHEDULE 1

Copyrights

None.

Schedules to Intellectual Property Security Agreement

154502.01041/129228482v.7


SCHEDULE II

Patents

None.

SCHEDULE III

Trademarks

Mark	Registration No/ (Application No.)	Country	Registration Date/ (Application Date)	Owner	Status
The Fitting Lab	6313622	United States	April 6, 2021	Five Iron Golf IP LLC	Registered
FIVE IRON GOLF	5907083	United States	November 12, 2019	Five Iron Golf IP LLC	Registered
	5912723	United States	November 19, 2019	Five Iron Golf IP LLC	Registered