

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Things Change Fast LLC		03/02/2023	Limited Liability Company: DELAWARE
Drive Shack Holdings LLC		03/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MGG Investment Group LP		
Street Address:	ONE PENN PLAZA, 53RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6609194	PUTTERY	
Registration Number:	5687643	DRIVE SHACK	
Registration Number:	5693665		
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:	ypan@proskauer.com		
Correspondent Name:	Matthew D'Auria		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	47057-081		
NAME OF SUBMITTER:	Matthew D'Auria		
SIGNATURE:	/Matthew D'Auria/		
DATE SIGNED:	03/02/2023		

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Total Attachments: 4

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ASSIGNMENT FOR SECURITY - TRADEMARKS

March 2, 2023

WHEREAS, each of Things Change Fast LLC and Drive Shack Holdings LLC (each, an “Assignor” and collectively, the “Assignors”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, each Assignor has entered into a Pledge and Security Agreement, dated as of March 2, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of MGG Investment Group LP, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns in such capacity, the “Assignee”); and

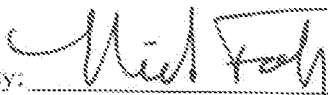
WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge and collaterally assign over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

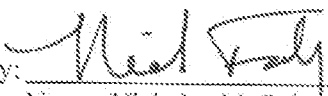
Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

DRIVE SHACK HOLDINGS LLC

By: 
Name: Nicholas M. Foley
Title: Secretary

THINGS CHANGE FAST LLC

By: 
Name: Nicholas M. Foley
Title: Secretary

COLLATERAL AGENT:

MGG INVESTMENT GROUP LP

By: MGG GP LLC, its general partner

By:  _____

Name: Kevin Griffin

Title: Chief Executive Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Puttery Business

Company Things Change Fast LLC Country U.S. Trademark Puttery Application or Registration No. 6,609,194 Filing Date May 14, 2020 Registration Date January 4, 2022 Assignees N/A

Drive Shack Business

<u>Mark</u>	<u>Country</u>	<u>Case Ref.</u>	<u>Owner</u>	<u>Case Status</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods/Services(All)</u>
DRIVE SHACK	United States of America	741341/US	Drive Shack Holdings LLC	Registered	87/979241	10/17/2016	5687643	2/26/2019	41 - Providing golf facilities; Golf club services; Golf instruction; Conducting workshops and seminars in the field of golf; Entertainment in the nature of golf tournaments
Hollow Triangle Design	United States of America	741423/US	Drive Shack Holdings LLC	Registered	87/979300	12/8/2016	5693665	3/5/2019	41 - Providing golf facilities; Golf club services; Golf instruction; Conducting workshops and seminars in the field of golf; Entertainment in the nature of golf tournaments