

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TTS FORTY FOUR SPORTS, LLC		08/04/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK		
Street Address:	245 Peachtree Center Ave. NE		
Internal Address:	17th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85810547	44	
Serial Number:	97589020	44	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	(404) 572-3117		
Email:	aquinn@KSLAW.com		
Correspondent Name:	Alanna Quinn		
Address Line 1:	1180 Peachtree St NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Alanna Quinn		
SIGNATURE:	/s/ Alanna Quinn		
DATE SIGNED:	08/04/2023		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2023 (this “Security Agreement”), is made by TTS FORTY FOUR SPORTS, LLC, a Delaware limited liability company (the “Grantor”), in favor of TRUIST BANK, successor by merger to SunTrust Bank as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, LINCOLNSHIRE TT MIDCO, INC., a Delaware corporation (“Holdings”), NEW TRUE TEMPER HOLDINGS CORPORATION, INC., a Delaware corporation (the “Borrower”), the several banks and other financial institutions and lenders from time to time party thereto (the “Lenders”) and SUNTRUST BANK, in its capacity as administrative agent for the Lenders (the “Administrative Agent”), as issuing bank (the “Issuing Bank”) and as swingline lender (the “Swingline Lender”) have entered into that certain Revolving Credit and Term Loan Agreement, dated as of May 16, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of November 18, 2019, that certain Second Amendment to Credit Agreement, dated as of May 8, 2020, that certain Third Amendment to Credit Agreement, dated as of November 12, 2020, that certain Fourth Amendment to Credit Agreement, dated as of January 19, 2022, that certain Fifth Amendment to Credit Agreement, dated as of March 31, 2022, that certain Sixth Amendment to Credit Agreement, dated as of June 28, 2022, that certain Seventh Amendment to Credit Agreement, dated as of July 27, 2023, and as further amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of May 16, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees 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 Trademark Collateral**. The 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 the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademark registrations and applications, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any Trademark application filed on an "intent to use" basis until such time, if any, as a statement of use is filed and accepted by the United States Patent and Trademark Office.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all U.S. federal applied for and registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 6 Counterparts. This 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 7 Governing Law. This 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.

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

TTS FORTY FOUR SPORTS, LLC

By: 

Name: Jason Jenne

Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

**TRUIST BANK, successor by merger to
SunTrust Bank, as Administrative Agent**

By:



Name:

Title:

JUAN DE JUAN - CABALLERO
SVP

Schedule I

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg Number</u>	<u>Reg Date</u>
TTS FORTY FOUR SPORTS, LLC		85810547	12/26/2012	4376444	07/30/20 13
TTS Forty Four Sports, LLC		97589020	09/13/2022		