

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLDWIDE GOLF COOL CLUBS LLC		08/23/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SALEM INVESTMENT PARTNERS IV, LIMITED PARTNERSHIP		
Street Address:	7900 Triad Center Drive		
Internal Address:	Suite 333		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Partnership: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3450582	COOL CLUBS	
Registration Number:	3471864	C C	
CORRESPONDENCE DATA			
Fax Number:	3362329158		
<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:	(919) 573-6258		
Email:	mbailey@brookspierce.com		
Correspondent Name:	Melissa W. Bailey, Esq.		
Address Line 1:	150 Fayetteville St.		
Address Line 2:	Suite 1700		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	Salem IV (WWG) 112589/18		
NAME OF SUBMITTER:	Melissa W. Bailey		
SIGNATURE:	/Melissa W. Bailey/		
DATE SIGNED:	09/28/2023		
Total Attachments: 6			
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THE RIGHTS AND REMEDIES OF LENDER ARE SUBJECT TO A SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF MARCH 21, 2023, BETWEEN LENDER AND JPMORGAN CHASE BANK, N.A., AS SENIOR AGENT, AS ACKNOWLEDGED BY WORLDWIDE GOLF SHOPS LLC AND CERTAIN OF ITS AFFILIATES, AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of August 23, 2023, by and between **WORLDWIDE GOLF COOL CLUBS LLC**, a Delaware limited liability company (in such capacity, the "Grantor"), and **SALEM INVESTMENT PARTNERS IV, LIMITED PARTNERSHIP**, a North Carolina limited partnership (the "Lender"), the lender under the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated March 21, 2023 (as may be amended or modified from time to time, the "Credit Agreement"), by and among **WORLDWIDE GOLF SHOPS LLC** (the "Company"), the other Borrowers party thereto, the other Loan Parties party thereto and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, pursuant to Annex I to Pledge and Security Agreement dated the date hereof, the Grantor is a party to that certain Pledge and Security Agreement, dated March 21, 2023 (including all exhibits and annexes thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Company, the Grantor, the other Loan Parties party thereto and the Lender;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Lender with the United States Patent and Trademark Office.

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns and grants to the Lender to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in

this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, the foregoing;

(d) all rights to sue for past, present, and future infringements thereof; and

(e) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and 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 is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Subject to the terms of the Credit Agreement, delivery of an executed counterpart of a signature page of this Trademark Security Agreement that is an

Electronic Signature (as defined in the Credit Agreement) transmitted by facsimile, emailed pdf, or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NORTH CAROLINA.**


8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND JURY TRIAL WAIVER AS SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

GRANTOR:

WORLDWIDE GOLF COOL CLUBS LLC,
a Delaware limited liability company

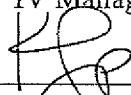
By:  _____
Name: Theodore Shin
Title: President

[Signature page to Trademark Security Agreement (Salem)]

LENDER:

SALEM INVESTMENT PARTNERS IV,
LIMITED PARTNERSHIP

By: SIP IV Management LLC, Its General Partner


By: 

Kevin Jessup, Manager

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Mark	Owner	Jurisdiction	Registration Number	Registration Date
COOL CLUBS	Worldwide Golf Cool Clubs LLC	US	3,450,582	June 17, 2008
	Worldwide Golf Cool Clubs LLC	US	3,471,864	July 22, 2008

Licenses

1. Software and Trade Name License Agreement between the Company and Arrow Global Sports Pty Ltd, dated February 8, 2013.
2. Software and Trade Name License Agreement between the Company and CCF Golf, LLC, dated July 10, 2017.
3. Software and Trade Name License Agreement between the Company and Modern Golf Ltd., dated November 11, 2014.
4. Software and Trade Name Licensing Agreement between the Company and IMG Academy, LLC, dated February 23, 2016.
5. Software and Trade Name License Agreement between the Company and Grand Hills Corporation, dated September 21, 2010.
6. Software and Trade Name License Agreement between the Company and Suministros Reales LM, S.A. DE CV, dated July 1, 2017.
7. Software and Trade Name License Agreement between the Company and Integrity Golf, LLC, dated August 30, 2019.
8. Software and Trade Name License Agreement between the Company and Cool Clubs Korea, dated June 30, 2023.
9. Software and Trade Name License Agreement between the Company and Precision Golf Limited, dated December 31, 2014.

[Schedule I to Trademark Security Agreement]