

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClubCorp Financial Management Company		10/27/2023	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1798502		
Registration Number:	1794119	CLUBCATER	
Registration Number:	1796801	CLUBCATER	
Registration Number:	1794120	CLUBCATER	
CORRESPONDENCE DATA			
Fax Number:	2124920722		
<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:	212 373-3722		
Email:	rjerry@paulweiss.com, kshmorhun@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Ruel V Jerry		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	022084-00023		
NAME OF SUBMITTER:	Ruel V Jerry		
SIGNATURE:	/Ruel Jerry/		

CH \$115.00 1798502

DATE SIGNED:

10/27/2023

Total Attachments: 5

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THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN TRADEMARKS IS SUBJECT TO THE PROVISIONS OF (I) THE ISSUE DATE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT (AS DEFINED IN THE COLLATERAL AGREEMENT (AS DEFINED BELOW)) AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE COLLATERAL AGREEMENT AND (II) ANY OTHER INTERCREDITOR AGREEMENT

Notice of Grant of Security Interest (Second Lien) in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN TRADEMARKS, dated as of October 27, 2023 (this “Notice”), made by CLUBCORP FINANCIAL MANAGEMENT COMPANY, a Nevada corporation (the “Pledgor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien), dated as of October 27, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among ClubCorp Holdings, Inc. (the “Issuer”), each Subsidiary of the Issuer identified therein and Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”): all Trademarks, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in

limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

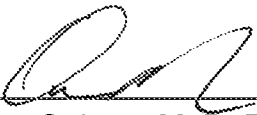
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

CLUBCORP FINANCIAL
MANAGEMENT COMPANY

By: 
Name: Emily C. Decker
Title: Secretary

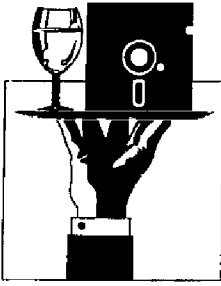

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Quinton M. DePompolo
Title: Assistant Vice President

Schedule I
to Notice of Grant of Security Interest (Second Lien) in Trademarks

Trademarks Owned by ClubCorp Financial Management Company

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
<i>Design Only</i> 	1798502	12-OCT-1993
CLUBCATER	1794119	21-SEP-1993
CLUBCATER CLUBCATER	1796801	05-OCT-1993
CLUBCATER CLUBCATER 	1794120	21-SEP-1993

U.S. Trademark Applications

None