

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865739

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900819746

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUMMIT GOLF BRANDS, INC.		11/29/2023	Corporation: DELAWARE
FAIRWAY & GREENE LTD		11/29/2023	Corporation: DELAWARE
EASTERN PACIFIC APPAREL, INC.		11/29/2023	Corporation: DELAWARE
RED LION MANUFACTURING, INC.		11/29/2023	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Association: NEW YORK

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2875280	ZERO RESTRICTION
Registration Number:	2039538	FAIRWAY & GREENE
Registration Number:	2046697	RESPECT FOR THE GAME
Registration Number:	4803597	
Registration Number:	4985003	FG FAIRWAY & GREENE LADIES
Registration Number:	5396789	FG LADIES
Registration Number:	5381738	EP NEW YORK
Registration Number:	5381737	EP NEW YORK
Registration Number:	5381736	EP NEW YORK
Registration Number:	4674452	EP SPORT
Registration Number:	4674451	EP PRO
Registration Number:	4644973	TOUR TECH
Registration Number:	2863425	TOUR-DRY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4988408	BD
Registration Number:	5356804	CRESTED PATCH

CORRESPONDENCE DATA

Fax Number: 800914424
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: 8007130755
Email: kimberly.flood@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Christine Panaro
SIGNATURE:	/Christine Panaro/
DATE SIGNED:	01/04/2024

Total Attachments: 13

- source=Trademark Filing Summit Golf Brands, Inc. (1)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of November 29, 2023, is made by and between SUMMIT GOLF BRANDS, INC., a Delaware corporation ("Borrower"), FAIRWAY & GREENE LTD., a Delaware corporation ("Fairway"), EASTERN PACIFIC APPAREL, INC., a Delaware corporation ("Eastern Pacific"), RED LION MANUFACTURING, INC., a Pennsylvania corporation ("Red Lion"; and together with Borrower, Fairway, Eastern Pacific and their respective successors and assigns, each a "Grantor" and collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A. ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and among Borrower and Lender and that certain General Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Security Agreement") by and among Fairway, Eastern Pacific, Red Lion and Lender.

WHEREAS, pursuant to the financing arrangements provided by or otherwise contemplated in the Loan Agreement, the Lender has extended and may extend certain loans and other financial accommodations to Grantors upon the terms and conditions set forth in the Loan Agreement and corresponding Loan Documents;

WHEREAS, as security for each Grantor's obligations arising under the Loan Agreement or Security Agreement, as applicable, Grantors have granted to Lender a security interest in, among other property, certain intellectual property owned by the Grantors; and

WHEREAS, Grantors have agreed to execute and deliver this Trademark Security Agreement for purposes of securing such intellectual property of Grantors and for authorizing Lender to record with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO") said intellectual property for purposes of preserving Lender's secured rights therein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree with Lender as follows:

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

2. Grant of Security. Grantors hereby pledge and grant to Lender a security interest in and to all of the right, title and interest of Grantors in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with each Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantors accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantors hereby authorize the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantors will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under Loan Agreement and other Loan Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


9. Disputes. All claims, disputes and controversies between the Grantors and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

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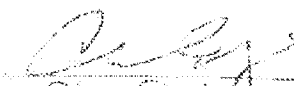
IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

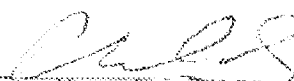
SUMMIT GOLF BRANDS, INC., as Grantor

By: 
Name: Chad Depp
Title: President

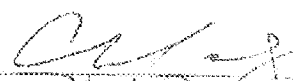
FAIRWAY & GREENE, LTD., as Grantor

By: 
Name: Chad Depp
Title: President

EASTERN PACIFIC APPAREL, INC., as Grantor

By: 
Name: Chad Depp
Title: President

RED LION MANUFACTURING, INC., as Grantor

By: 
Name: Chad Depp
Title: President

[Signature Page to Trademark Security Agreement]

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Lender

By: Dannell McCray
Name: Dannell McCray
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

EXHIBIT A
SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that SUMMIT GOLF BRANDS, INC., a Delaware corporation ("Borrower"), FAIRWAY & GREENE LTD., a Delaware corporation ("Fairway"), EASTERN PACIFIC APPAREL, INC., a Delaware corporation ("Eastern Pacific"), RED LION MANUFACTURING, INC., a Pennsylvania corporation ("Red Lion"; and together with Borrower, Fairway, Eastern Pacific and their respective successors and assigns, each a "Grantor" and collectively, the "Grantors") hereby appoint BANK OF AMERICA, N.A. ("Lender") and each officer thereof, upon and during the continuance of an Event of Default, their true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Loan Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its reasonable discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantors in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantors and Lender (the "Trademark Security Agreement")), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

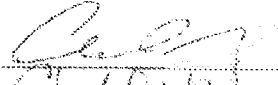
This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of November 29, 2023.

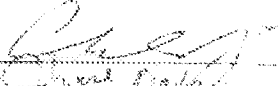
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GRANTORS:

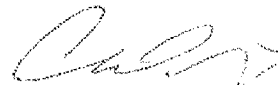
SUMMIT GOLF BRANDS, INC., as Grantor

By: 
Name: Chad Depp
Title: President

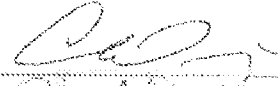
FAIRWAY & GREENE, LTD., as Grantor

By: 
Name: Chad Depp
Title: President

EASTERN PACIFIC APPAREL, INC., as Grantor

By: 
Name: Chad Depp
Title: President

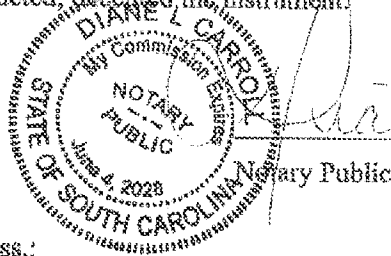
RED LION MANUFACTURING, INC., as Grantor

By: 
Name: Chad Depp
Title: President

[Signature Page to Special Power of Attorney – Trademarks]

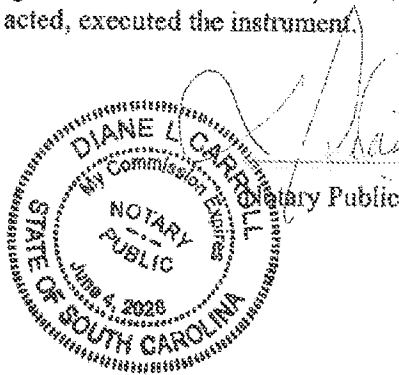
STATE OF SC)
COUNTY OF Charleston) ss.:

On the 18th day of Nov in the year 2023, before me, the undersigned, personally appeared Chadwick Dale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



STATE OF SC)
COUNTY OF Charleston) ss.:

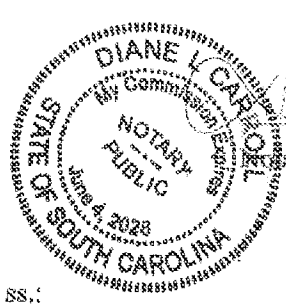
On the 18th day of Nov in the year 2023, before me, the undersigned, personally appeared Chadwick Dale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



[Signature Page to Special Power of Attorney – Trademarks]

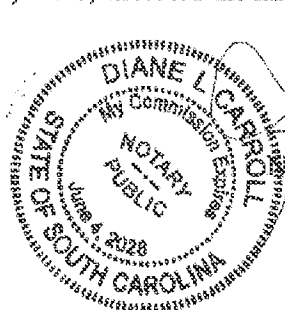
STATE OF SC)
COUNTY OF Charleston) ss.:

On the 18th day of Nov in the year 2023, before me, the undersigned, personally appeared Chadwick Delp, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Diane L. Carroll
Notary Public

STATE OF SC)
COUNTY OF Charleston) ss.:



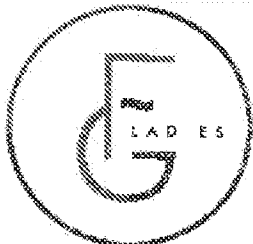

On the 18th day of Nov in the year 2023, before me, the undersigned, personally appeared Chadwick Delp, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

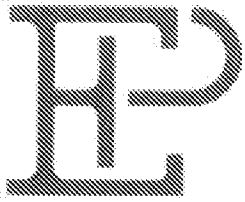
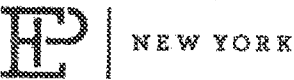

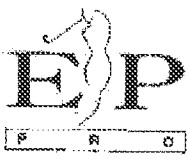
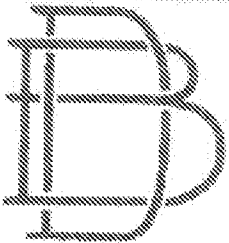

Diane L. Carroll
Notary Public

[Signature Page to Special Power of Attorney -- Trademarks]

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Company	Trademark	Registration Number	Registration Date
Red Lion Manufacturing, Inc.	ZERO RESTRICTION	2,875,280	8/17/2004
Fairway & Greene, Ltd.	FAIRWAY & GREENE	2,039,538	2/18/1997
Fairway & Greene, Ltd.	RESPECT FOR THE GAME	2,046,697	3/18/1997
Fairway & Greene, Ltd.		4,803,597	9/01/2015
Fairway & Greene, Ltd.	 FAIRWAY & GREENE LADIES	4,985,003	6/21/2016
Fairway & Greene, Ltd.		5,396,789	2/06/2018
Eastern Pacific Apparel, Inc.		5,381,738	1/16/2018

Eastern Pacific Apparel, Inc.	 NEW YORK	5,381,737	1/16/2018
Eastern Pacific Apparel, Inc.		5,381,736	1/16/2018
Eastern Pacific Apparel, Inc.		4,674,452	1/20/2015
Eastern Pacific Apparel, Inc.		4,674,451	1/20/2015
Eastern Pacific Apparel, Inc.	TOUR TECH	4,644,973	11/25/2014
Eastern Pacific Apparel, Inc.	TOUR-DRY	2,863,425	7/13/2004
Summit Golf Brands, Inc.		4,988,408	6/28/2016
Summit Golf Brands, Inc.	CRESTED PATCH	5,356,804	12/12/2017

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