

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLUBCORP USA, INC.,		11/30/2010	CORPORATION:
CLUBCORP Financial Management Company		11/30/2010	COMPANY:
ClubCorp Publications, Inc.,		11/30/2010	CORPORATION:
Society Management, Inc.,		11/30/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1809569	
Registration Number:	2031369	ASSOCIATE CLUB
Registration Number:	3809576	ASSOCIATE CLUBS
Registration Number:	3257550	BUILDING RELATIONSHIPS & ENRICHING LIVES
Registration Number:	1842141	CALL THE CLUBLINE
Registration Number:	2739660	C
Registration Number:	3805881	CC
Registration Number:	3869580	CC
Registration Number:	1798502	
Registration Number:	1794120	CLUBCATER
Registration Number:	1796801	CLUBCATER

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Registration Number:	1794119	CLUBCATER
Registration Number:	3805888	CLUBCORP
Registration Number:	3853295	CLUBCORP
Registration Number:	2715195	CLUBCORP
Registration Number:	1829559	CLUBCORP
Registration Number:	1857126	CLUBCORP
Registration Number:	2964428	CLUBCORP RESORTS
Registration Number:	2964429	C CLUBCORP RESPRTS
Registration Number:	2774312	C CLUBCORP RESORTS
Registration Number:	1718631	CLUB CORPORATION OF AMERICA
Registration Number:	3869730	CLUBCORP CHARITY CLASSIC
Registration Number:	3115841	CLUBLINE
Registration Number:	3809640	CLUB RESORTS
Registration Number:	3693584	FASTEE COURSE
Registration Number:	3258688	HACKERS
Registration Number:	1557287	HEART HEALTHY
Registration Number:	1567584	HEART HEALTHY EATING MANAGEMENT
Registration Number:	1910358	MEMBERCARD
Registration Number:	1908763	MEMBERCARD
Registration Number:	3809587	PRIVATE CLUBS
Registration Number:	3805883	PLAZA CLUB HAWAII
Registration Number:	3805889	THE PLAZA CLUB HAWAII
Registration Number:	3757515	THE OWNERS CLUB
Registration Number:	2713763	THE SOCIETY
Registration Number:	3809642	THE WORLD LEADER IN PRIVATE CLUBS
Registration Number:	3805951	WARM WELCOMES, MAGIC MOMENTS, AND FOND FAREWELLS
Serial Number:	77478858	CLUB WITHOUT WALLS

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-4559
Email: vindra.richter@weil.com
Correspondent Name: Vindra Richter c/o Weil et al
Address Line 1: 767 Fifth Ave.
Address Line 4: New York, NEW YORK 10153

TRADEMARK

REEL: 004432 FRAME: 0354

ATTORNEY DOCKET NUMBER:	SUHAN SHIM/SECURITY/VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	12/13/2010
Total Attachments: 8 source=ClubCorp_Trademark Security Agreement (Executed)#page1.tif source=ClubCorp_Trademark Security Agreement (Executed)#page2.tif source=ClubCorp_Trademark Security Agreement (Executed)#page3.tif source=ClubCorp_Trademark Security Agreement (Executed)#page4.tif source=ClubCorp_Trademark Security Agreement (Executed)#page5.tif source=ClubCorp_Trademark Security Agreement (Executed)#page6.tif source=ClubCorp_Trademark Security Agreement (Executed)#page7.tif source=ClubCorp_Trademark Security Agreement (Executed)#page8.tif	

Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2010 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp North America, Inc., as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November __, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CCA Club Operations Holdings, LLC, a Delaware limited liability company ("Holdings"), Clubcorp Club Operations, Inc., a Delaware corporation (the "Borrower"), the L/C Issuer (as defined therein), each lender from time to time party thereto (individually, a "Lender" and collectively, the "Lenders") and the Administrative Agent, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates 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 Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Agents may also require that any such documents and signatures delivered by telecopier be confirmed by a manually signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier.

Section 6. Governing Law.

(i) ***THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES EXCEPT AS SET FORTH IN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).***

(ii) ***ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR AND THE ADMINISTRATIVE AGENT ("EACH PARTY") CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE***

***BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT
OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.***

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

CLUBCORP USA, INC.,
as Grantor

By: Ingrid J. Keiser
Name: Ingrid J. Keiser
Title: Secretary

CLUBCORP FINANCIAL MANAGEMENT
COMPANY,
as Grantor

By: Ingrid J. Keiser
Name: Ingrid J. Keiser
Title: Secretary

CLUBCORP PUBLICATIONS, INC.,
as Grantor

By: Ingrid J. Keiser
Name: Ingrid J. Keiser
Title: Secretary

SOCIETY MANAGEMENT, INC.,
as Grantor


By: Ingrid J. Keiser
Name: Ingrid J. Keiser
Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004432 FRAME: 0359

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.
as Administrative Agent


By: 
Name: _____
Title: Ana E. Rosu
Authorized Signatory








[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004432 FRAME: 0360

**SCHEDULE I
to Trademark Security Agreement**

Trademark Registrations

Owner	Mark	Registration No.	Status	Date Registered
ClubCorp, Inc.	 (World mark)	1809569	Registered	12/7/1993
ClubCorp, Inc.	ASSOCIATE CLUB	2031369	Registered	1/21/1997
ClubCorp, Inc.	ASSOCIATE CLUBS	3809576	Registered	6/29/2010
ClubCorp USA, Inc.	BUILDING RELATIONSHIPS & ENRICHING LIVES	3257550	Registered	7/3/2007
ClubCorp, Inc.	CALL THE CLUBLINE	1842141	Registered	6/28/1994
ClubCorp, Inc.		2739660	Registered	7/22/2003
ClubCorp, Inc.		3805881	Registered	6/22/2010
ClubCorp, Inc.		3869580	Registered	11/2/2010
ClubCorp Financial Management Company		1798502	Registered	10/12/1993
ClubCorp Financial Management Company	CLUBCATER 	1794120	Registered	9/21/2003
ClubCorp Financial Management Company	CLUBCATER	1796801	Registered	10/5/1993
ClubCorp Financial Management Company	CLUBCATER	1794119	Registered	9/21/1993
ClubCorp, Inc.	CLUBCORP	3805888	Registered	6/22/2010
ClubCorp, Inc.	CLUBCORP	3853295	Registered	9/28/2010
ClubCorp, Inc.	CLUBCORP	2715195	Registered	5/13/2003
ClubCorp, Inc.	CLUBCORP	1829559	Registered	4/5/1994

Owner	Mark	Registration No.	Status	Date Registered
ClubCorp, Inc.	CLUBCORP	1857126	Registered	10/4/1994
ClubCorp, Inc.	CLUBCORP RESORTS	2964428	Registered	7/5/2005
ClubCorp, Inc.		2964429	Registered	7/5/2005
ClubCorp, Inc.		2774312	Registered	10/21/2003
ClubCorp, Inc.		1718631	Registered	9/22/1992
ClubCorp USA, Inc.	CLUBCORP CHARITY CLASSIC	3869730	Registered	11/2/2010
ClubCorp, Inc.	CLUBLINE	3115841	Registered	7/18/2006
ClubCorp, Inc.	CLUB RESORTS	3809640	Registered	6/29/2010
ClubCorp, Inc.	FASTEE COURSE	3693584	Registered	10/6/2009
ClubCorp USA, Inc.		3258688	Registered	7/3/2007
ClubCorp USA, Inc.		1557287	Registered	9/19/1989
ClubCorp USA, Inc.		1567584	Registered.	11/21/1989
ClubCorp, Inc.	MEMBERCARD	1910358	Registered	8/8/1995
ClubCorp, Inc.	MEMBERCARD	1908763	Registered	8/1/1995
ClubCorp Publications, Inc.	PRIVATE CLUBS	3809587	Registered	6/29/2010
ClubCorp, Inc.	PLAZA CLUB HAWAII	3805883	Registered	6/22/2010
ClubCorp, Inc.		3805889	Registered	6/22/2010
ClubCorp, Inc. (formerly owned by Pinehurst Company)	THE OWNERS CLUB	3757515	Registered	3/9/2010
Society Management, Inc.	THE SOCIETY	2713763	Registered	5/6/2003
ClubCorp, Inc.	The World Leader in Private Clubs	3809642	Registered	6/29/2010

Owner	Mark	Registration No.	Status	Date Registered
ClubCorp, Inc.	Warm Welcomes, Magic Moments, and Fond Farewells	3805951	Registered	6/22/2010

Trademark Application

Owner	Mark	Serial (Application) No.	Status	Date Registered
ClubCorp, Inc.	CLUB WITHOUT WALLS	77-478858	Pending	5/20/88