

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405614

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARCCOS GOLF LLC		11/14/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 ALMADEN BOULEVARD		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87155848	ARCCOS 360	
<b>Serial Number:</b>	87110696	KING OF THE HOLE	
<b>Serial Number:</b>	86917284	ARCCOS DRIVER	
<b>Registration Number:</b>	5049679		
<b>Registration Number:</b>	4809504	ARCCOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>			
<b>Phone:</b>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	305983-1162 ARCCOS		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	11/15/2016		

CH \$140.00 87155848

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 14, 2016 (the "Agreement") between WESTERN ALLIANCE BANK ("Bank") and ARCCOS GOLF LLC, a Delaware limited liability company ("Grantor") is made with reference to the Loan and Security Agreement, dated as of November 14, 2016 (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

ARCCOS GOLF LLC

By: Sal H. L.  
Name: SAL SYED  
Title: CEO

Address for Notices:

Attn: Sal Syed  
700 Canal Street  
Stamford, CT, 06902

**BANK:**

WESTERN ALLIANCE BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

ARCCOS GOLF LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: Sal Syed  
700 Canal Street  
Stamford, CT, 06902

**BANK:**

WESTERN ALLIANCE BANK

By: B/K \_\_\_\_\_

Name: BEN KIRTLAND

Title: ASSISTANT VICE PRESIDENT

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681

**EXHIBIT A**

**Copyrights**

<b><u>Description</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
None.		

**EXHIBIT B**

**Trademarks**

<b>Description</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Application Date</b>
ARCCOS 360	87/155,848	08/30/2016
KING OF THE HOLE	87/110,696	07/20/2016
ARCCOS DRIVER	86/917,284	02/23/2016
<Design>	5,049,679	09/27/2016
ARCCOS	4,809,504	09/08/2015

**EXHIBIT C**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue/ Application Date</b>
Device for monitoring performance characteristics associated with user activities involving swinging instruments	9,412,979	08/09/2016
System and method for monitoring performance characteristics associated with user activities involving swinging instruments	9,339,714	05/17/2016
Method for monitoring performance characteristics associated with user activities	15/208,714	07/13/2016