

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Club Champion LLC		12/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CCG Debtco, LLC		
Street Address:	345 North Maple Drive, Suite 300		
Internal Address:	c/o Levine Leichtman Capital Partners, Inc.		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5953056	CLUB CHAMPION BETTER FIT...LOWER SCORES	
Registration Number:	5276109	P	
Registration Number:	4961809	NEUTRAL-AXIS	
Registration Number:	3154108	PUREING	
Registration Number:	3154107	PURED	
Registration Number:	3154106	PURE	
Registration Number:	3261805	RETRO-PURE	
Registration Number:	3696754	PURE SPECS	
Registration Number:	3462953	EVERY GOLF SHAFT HAS A SWEET SPOT	
Registration Number:	2508045	SST PURE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		

CH \$265.00 5953056

Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	46319-4
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	12/23/2020

Total Attachments: 5

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, AND THE LIEN AND SECURITY INTERESTS EVIDENCED HEREBY SHALL, AT ALL TIMES BE AND REMAIN SUBORDINATED IN RIGHT OF PAYMENT TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (THE “INTERCREDITOR AGREEMENT”), DATED AS OF DECEMBER 23, 2020, BY AND AMONG TRUIST BANK, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, AND CCG DEBTCO, LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE JUNIOR LOAN DOCUMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE JUNIOR LOAN DOCUMENTS, THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

Second Lien Trademark Security Agreement

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2020 (this “Trademark Security Agreement”), is made by CLUB CHAMPION LLC, a Delaware limited liability company (the “Grantor”), in favor of CCG DEBTCO, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Creditors (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor, CCG INVESTMENT HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the lenders from time to time party thereto and the Administrative Agent have entered into that certain Second Lien Credit Agreement, dated as of December 23, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings and the other guarantors party thereto have entered into the Second Lien Security Agreement, dated as of December 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Creditors; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral.** The 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 the Grantor, hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a lien on, a continuing security interest in, and right of set off against, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its trademarks and trademark applications (collectively, "Trademarks"), including, without limitation, those referred to on Schedule I hereto; *provided, however*, that the foregoing grant of security interest will only cover United States "intent to use" trademark applications for which a verified statement of use or an amendment to allege use has been filed with and accepted by the United States Patent and Trademark Office;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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 **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 Security Agreement, and the 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 Security Agreement. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

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

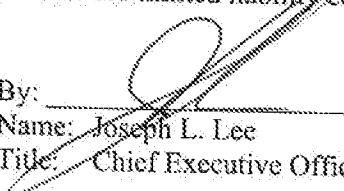
Section 5 **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without giving effect to the conflict of law principles thereof).

IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

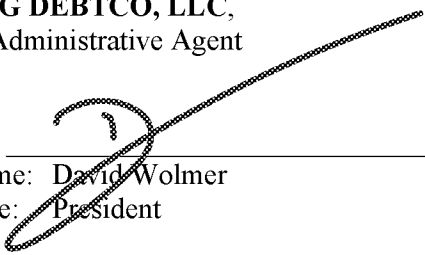
CLUB CHAMPION LLC,
a Delaware limited liability company

By: 
Name: Joseph L. Lee
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

CCG DEBTCO, LLC,
as Administrative Agent

By: _____
Name: David Wolmer
Title: President



SCHEDULE I

Trademarks

A. REGISTERED TRADEMARKS

Trademark	Country	App. Number	App. Date	Reg. Number	Reg. Date	Status	Registrant
Club Champion Better Fit... Lower Scores and design (application)	U.S.	88212545	Nov. 30, 2018	5953056	Jan. 7, 2020	Active	Club Champion, LLC dba Club Champion
P and design	U.S.	87321174	Feb. 1, 2017	5276109	Aug. 29, 2017	Active	Club Champion LLC
NEUTRAL-AXIS	U.S.	86768803	Sept. 25, 2015	4961809	May 17, 2016	Active	Club Champion LLC
PUREING	U.S.	78769524	Dec. 8, 2005	3154108	Oct. 10, 2006	Active	Club Champion LLC
PURED	U.S.	78769517	Dec. 8, 2005	3154107	Oct. 10, 2006	Active	Club Champion LLC
PURE	U.S.	78769496	Dec. 8, 2005	3154106	Oct. 10, 2006	Active	Club Champion LLC
RETRO-PURE	U.S.	78273694	July 14, 2003	3261805	July 10, 2007	Active	Club Champion LLC
PURE SPECS	U.S.	77513746	July 2, 2008	3696754	Oct. 13, 2009	Active	Club Champion LLC
EVERY GOLF SHAFT HAS A SWEET SPOT	U.S.	77022600	Oct. 17, 2006	3462953	July 8, 2008	Active	Club Champion LLC
SST PURE	U.S.	75899946	Jan. 24, 2000	2508045	Nov. 13, 2001	Active	Club Champion LLC

B. TRADEMARK APPLICATIONS

None.