

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664341

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|---|--|---------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Playa Bowls IP LLC | | 07/28/2021 | Limited Liability Company: NEW JERSEY |
| Playa Bowls, LLC | | 07/28/2021 | Limited Liability Company: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Texas Capital Bank, National Association, as Agent | | |
| Street Address: | 2350 Lakeside Blvd, Suite 800 | | |
| City: | Richardson | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75082 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5976059 | PLAYA CLUB | |
| Registration Number: | 5923152 | NEW JERSEY'S ORIGINAL ACAI SHOP | |
| Registration Number: | 5579740 | WELCOME TO PINEAPPLELAND | |
| Registration Number: | 5145844 | #GOBOWLSDEEP | |
| Registration Number: | 5511222 | PLAYA BOWLS | |
| Serial Number: | 90259085 | PLAYANOLA | |
| Serial Number: | 90259058 | PLAYA PITAYA | |
| Serial Number: | 90259033 | PLAYA COCONUT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312-577-8438 | | |
| Email: | raquel.haleem@katten.com | | |
| Correspondent Name: | Raquel Haleem c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |

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| | |
|--|-----------------|
| NAME OF SUBMITTER: | Raquel Haleem |
| SIGNATURE: | /Raquel Haleem/ |
| DATE SIGNED: | 08/02/2021 |
| Total Attachments: 5 source=7. Playa Bowls - Trademark Security Agreement (Executed)#page1.tif source=7. Playa Bowls - Trademark Security Agreement (Executed)#page2.tif source=7. Playa Bowls - Trademark Security Agreement (Executed)#page3.tif source=7. Playa Bowls - Trademark Security Agreement (Executed)#page4.tif source=7. Playa Bowls - Trademark Security Agreement (Executed)#page5.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2021, is made by Playa Bowls IP LLC, a New Jersey limited liability company (“PB IP”), and Playa Bowls, LLC, a New Jersey limited liability company (“Playa Bowls”; together with PB IP, each individually a “Grantor”, and collectively, the “Grantors”), in favor of Texas Capital Bank, National Association, a national banking association (“Texas Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Playa Bowls, as a Borrower, the other Borrowers and other Loan Parties party thereto, the Lenders from time to time party thereto and Texas Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the “Security Agreement”) by each Grantor and the other “Grantors” (as defined therein) party thereto in favor of the Agent, each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to Borrower thereunder, Grantor hereby agrees with the Agent 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. 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 the Grantors, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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, including, without limitation, those referred to on Schedule 1 hereto;
- (a) all renewals and extensions of the foregoing;

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

(c) 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 Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors 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 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.

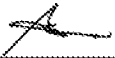
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

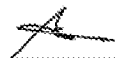
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PLAYA BOWLS IP LLC,
as a Grantor

By: 
Name: Mark Hauser
Title: Assistant Secretary

PLAYA BOWLS, LLC,
as a Grantor

By: 
Name: Mark Hauser
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007374 FRAME: 0518

ACCEPTED AND AGREED
as of the date first above written:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as Agent

By: *Brian D. Frank*
Name: Brian D. Frank
Title: Executive Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007374 FRAME: 0519

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| <u>Name of Entity</u> | <u>Mark</u> | <u>Registration Number</u> | <u>Date of Registration</u> |
|-----------------------|---------------------------------|----------------------------|-----------------------------|
| Playa Bowls IP LLC | PLAYA CLUB | 5976059 | February 4, 2020 |
| Playa Bowls IP LLC | NEW JERSEY'S ORIGINAL ACAI SHOP | 5923152 | October 14, 2019 |
| Playa Bowls IP LLC | WELCOME TO PINEAPPLELAND | 5579740 | October 9, 2018 |
| Playa Bowls IP LLC | #GOBOWLSDEEP | 5145844 | February 21, 2017 |
| Playa Bowls, LLC | PLAYA BOWLS | 5511222 | July 10, 2018 |

2. TRADEMARK APPLICATIONS

| <u>Name of Entity</u> | <u>Mark</u> | <u>Application Number</u> | <u>Date of Application</u> |
|-----------------------|---------------|---------------------------|----------------------------|
| Playa Bowls IP LLC | PLAYANOLA | 90259085 | October 16, 2020 |
| Playa Bowls IP LLC | PLAYA PITAYA | 90259058 | October 16, 2020 |
| Playa Bowls IP LLC | PLAYA COCONUT | 90259033 | October 16, 2020 |