

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690408

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CF Dominion Arcis LLC		11/24/2021	Limited Liability Company: DELAWARE
Evergreen Alliance Golf Limited, L.P.		11/24/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as Collateral Agent		
<b>Street Address:</b>	1 Columbus Circle		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5184279	ARCIS GOLF	
<b>Registration Number:</b>	4939568		
<b>Registration Number:</b>	1421175	THE DOMINION	
<b>Registration Number:</b>	1430402	D	
<b>Registration Number:</b>	1405311	THE DOMINION COUNTRY CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Doris Ka		
<b>SIGNATURE:</b>	/Doris Ka/		

OP \$140.00 5184279

<b>DATE SIGNED:</b>	11/24/2021
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**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of November 24, 2021, (this “**Agreement**”), among the undersigned grantors (each, a “**Grantor**”) and Deutsche Bank AG New York Branch (“**DBNY**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of November 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to Arcis Golf LLC, a Delaware limited liability company (the “**Borrower**”) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of November 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among Borrower, Arcis Intermediate LLC, a Delaware limited liability company, as Holdings, the lenders from time to time party thereto (collectively, the “**Lenders**”) and DBNY, in its capacities as an issuing bank, the swingline lender and as administrative agent for the Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

**Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

**Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

all goodwill associated with or symbolized by the Trademarks;

the right to sue third parties for past, present and future infringements, dilutions or violations of any Trademark; and

all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

**Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CF DOMINION ARCIS LLC

By: 

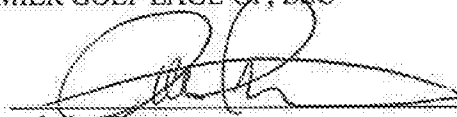
Name: Julian Potter

Title: Treasurer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007506 FRAME: 0312**

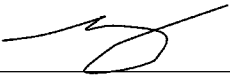
EVERGREEN ALLIANCE GOLF LIMITED, L.P.,  
by its general Partner,  
PREMIER GOLF EAGL GP, LLC

By:   
Name: Julian Potter  
Title: Treasurer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007506 FRAME: 0313**

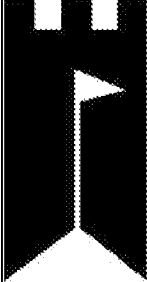


DEUTSCHE BANK AG NEW YORK BRANCH,  
as Collateral Agent

By:   
Name: Philip Tancorra  
Title: Vice President  
philip.tancorra@db.com  
212-250-6576

By:   
Name: Jessica Lutrario  
Title: Associate  
212-250-8235  
jessica.lutrario@db.com

**SCHEDULE I**

TRADEMARKS/TRADEMARK APPLICATIONS

TRADEMARK	STATUS	SERIAL. NO.	REG. NO.	REG. DATE	DATE FILED	OWNER
ARCIS GOLF	Live	86-686,255	5184279	April 18, 2017	July 8, 2015	Evergreen Alliance Golf Limited, L.P.
	Live	86-686,267	4939568	April 19, 2016	July 8, 2015	Evergreen Alliance Golf Limited, L.P.
	Live	73-577,497	1421175	December 16, 1986	January 13, 1986	CF Dominion Arcis LLC
	Live	73-577,545	1430402	February 24, 1987	January 13, 1986	CF Dominion Arcis LLC
THE DOMINION COUNTRY CLUB	Live	73-577,101	1405311	August 12, 1986	January 10, 1986	CF Dominion Arcis LLC