

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM732842

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HGC HOLDINGS, LLC		06/07/2022	Limited Liability Company: DELAWARE
HGC Port Royal, LLC		06/07/2022	Limited Liability Company: DELAWARE
HGC Shipyard, LLC		06/07/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ARES CAPITAL CORPORATION
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	2605336	HERITAGE GOLF GROUP
<b>Registration Number:</b>	2626325	H E R I T A G E GOLF GROUP
<b>Registration Number:</b>	2544575	HERITAGE GOLF GROUP
<b>Registration Number:</b>	1533264	PORT ROYAL GOLF CLUB
<b>Registration Number:</b>	1528399	SHIPYARD
<b>Registration Number:</b>	1539674	SHIPYARD GOLF CLUB

## CORRESPONDENCE DATA

Fax Number: 2129692900

*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.*

Phone: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: John P. Prusakowski

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

CH \$165.00 2605336

<b>ATTORNEY DOCKET NUMBER:</b>	11668-580
<b>NAME OF SUBMITTER:</b>	John P. Prusakowski
<b>SIGNATURE:</b>	/John P. Prusakowski/
<b>DATE SIGNED:</b>	06/07/2022

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of June 7, 2022 (this "Trademark Security Agreement"), by HGC HOLDINGS, LLC, HGC Port Royal, LLC, and HGC Shipyard, LLC ( each a "Grantor" and, collectively, the "Grantors"), in favor of ARES CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of June 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent, 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the applicable Grantor, execute, acknowledge, and deliver to such Grantor an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto on different counterparts), each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT, WHETHER IN TORT, IN CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Trademark Security Agreement as of the date and year first above written

**HGC HOLDINGS, LLC, as Grantor**

By: Mark Burnett  
Name: Mark Burnett  
Title: President

**HGC PORT ROYAL, LLC, as Grantor**

By: Mark Burnett  
Name: Mark Burnett  
Title: President

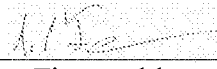
**HGC SHIPYARD, LLC, as Grantor**

By: Mark Burnett  
Name: Mark Burnett  
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007744 FRAME: 0747**



**ARES CAPITAL CORPORATION**, as Collateral  
Agent

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

Name: Ian Fitzgerald

Title: Authorized Signatory

**Schedule I  
Trademark Registrations and Applications**

<b>Trademark</b>	<b>Loan Party</b>	<b>Application Number / Registration Number</b>	<b>Application Date / Registration Date</b>
HERITAGE GOLF GROUP	HGC Holdings, LLC	75/868,241 / 2,605,336	08-Dec-1999 / 06-Aug- 2002
HERITAGE GOLF GROUP  	HGC Holdings, LLC	76/192,325 / 2,626,325	10-Jan-2001 / 24-Sep- 2002
HERITAGE GOLF GROUP  	HGC Holdings, LLC	76/192,329 / 2,544,575	10-Jan-2001 / 05-Mar- 2002
PORT ROYAL GOLF CLUB	HGC Port Royal, LLC	73/744,780 / 1,533,264	08-Aug-1988 / 04-Apr- 1989
SHIPYARD	HGC Shipyard, LLC	73/744,771 / 1,528,399	08-Aug-1988 / 07-Mar- 1989
SHIPYARD GOLF CLUB	HGC Shipyard, LLC	73/744,778 / 1,539,674	08-Aug-1988 / 16- May-1989