

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759588

<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>
PUTTSHACK LTD		10/06/2022	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACQUIOM AGENCY SERVICES LLC, as Administrative Agent		
<b>Street Address:</b>	150 South Fifth Street, Suite 2600		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97293265	PUTTSHACK	
<b>Serial Number:</b>	97293248	CHECK OUT MY PUTT	
<b>Serial Number:</b>	97293367	P	
<b>Serial Number:</b>	97333655		
<b>Serial Number:</b>	97333654	SUPERTUBE	
<b>Serial Number:</b>	97333651		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8662271809		
<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>	800-927-9801 x62348		
<b>Email:</b>	pagodoa@gmail.com		
<b>Correspondent Name:</b>	CSC Global		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	827 (CSC ref#: 994435)		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>SIGNATURE:</b>	/pja/		
<b>DATE SIGNED:</b>	10/06/2022		

CH \$165.00 97293265

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of October 6, 2022, is made by PUTTSHACK LTD, a private limited company incorporated and registered under the laws of England and Wales, with its place of business located at 7 Savoy Court, London, United Kingdom, WC2R 0EX ("Grantor"), in favor of ACQUIOM AGENCY SERVICES LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

WHEREAS, pursuant to the Senior Credit Agreement, dated as of October 6, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), among, *inter alios*, PUTTSHACK USA INC. (the "Borrower"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, 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, Grantor is party to the Debenture dated as of October 6, 2022 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Debenture");

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Senior Guaranty and Security Agreement dated as of October 6, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time), among, the Borrower and each other Credit Party from time to time party thereto, as grantors, in favor of the Administrative Agent.

Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 Grantor, in each case other than any Excluded Property (the "Trademark Collateral"):

all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

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

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.

Debenture. 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 Debenture and 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 Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Debenture, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

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. The words "execute," "execution," "signed," "signature," and words of like import used herein or in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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.

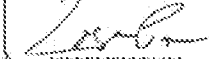
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

**PUTTSHACK LTD,**

as Grantor

DocuSigned by:

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

Name: Logan Powell

Title: Chief Financial Officer

*[Signature Page to Trademark Security Agreement]*

ACCEPTED AND AGREED  
as of the date first above written:

ACQUIOM AGENCY SERVICES LLC,  
as Administrative Agent

By: Veronica Caloni  
Name: Veronica Caloni  
Title: Senior Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Country</b>	<b>Credit Party</b>	<b>Registration Date</b>	<b>Status</b>	<b>Registration No.</b>	<b>Owned or Licensed</b>
PUTTSHACK and Design	USA	Puttshack Limited	3/8/22	Pending	SN: 97293265	Owned
CHECK OUT MY PUTT	USA	Puttshack Limited	3/8/22	Pending	SN: 97293248	Owned
P and Design	USA	Puttshack Limited	3/8/22	Pending	SN: 97293367	Owned
Design Only	USA	Puttshack Limited	5/2/22	Pending	SN: 97333655	Owned
SUPERTUBE	USA	Puttshack Limited	5/2/22	Pending	SN: 97333654	Owned
Design Only	USA	Puttshack Limited	5/2/22	Pending	SN: 97333651	Owned