

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Puttshack LTD		10/06/2022	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	PROMETHEAN FUND IV, LP		
Street Address:	112 George Street		
City:	Edinburgh		
State/Country:	UNITED KINGDOM		
Postal Code:	EH2 4LH		
Entity Type:	Limited Partnership: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97293265	PUTTSHACK	
Serial Number:	97293248	CHECK OUT MY PUTT	
Serial Number:	97293367	P	
Serial Number:	97333655		
Serial Number:	97333654	SUPERTUBE	
Serial Number:	97333651		
CORRESPONDENCE DATA			
Fax Number:	4348170977		
<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:	434-951-5700		
Email:	prenie@williamsmullen.com		
Correspondent Name:	Amy G. Pruett, Esquire		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	200 South 10th Street, Suite 1600		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	090690.0001		
NAME OF SUBMITTER:	Amy G. Pruett		
SIGNATURE:	/Amy G. Pruett/		

OP \$165.00 97293265

DATE SIGNED:	10/11/2022
---------------------	------------

Total Attachments: 6

source=Project Wood - Subordinated Short Form Trademark Security Agreement - Puttshack LTD#page1.tif
source=Project Wood - Subordinated Short Form Trademark Security Agreement - Puttshack LTD#page2.tif
source=Project Wood - Subordinated Short Form Trademark Security Agreement - Puttshack LTD#page3.tif
source=Project Wood - Subordinated Short Form Trademark Security Agreement - Puttshack LTD#page4.tif
source=Project Wood - Subordinated Short Form Trademark Security Agreement - Puttshack LTD#page5.tif
source=Project Wood - Subordinated Short Form Trademark Security Agreement - Puttshack LTD#page6.tif

SUBORDINATED TRADEMARK SECURITY AGREEMENT

Legend:

This Subordinated Trademark Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "**Intercreditor Agreement**") dated as of October 6, 2022 by and among ACQUIOM AGENCY SERVICES LLC (the "**Senior Agent**"), PROMETHEAN FUND IV, LP (the "**Fund**"), PUTTSHACK USA, INC., a Delaware corporation (the "**Borrower**"), PUTTSHACK LTD, a private company incorporated under the laws of England and Wales (the "**English Parent**"), and the OTHER CREDIT PARTIES FROM TIME TO TIME PARTY THERETO (together with the Borrower and the English Parent, each individually a "**Credit Party**" and collectively, the "**Credit Parties**"), to the indebtedness (including interest) owed by the Credit Parties pursuant to, and/or in connection with, that certain Senior Credit Agreement dated as of October 6, 2022 among the Borrower, the other Credit Parties thereto, the Senior Agent and the lenders from time to time party thereto, as such Senior Credit Agreement has been and hereafter may be amended, restated, extended, restructured, refinanced, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under each of those agreements from time to time as permitted by the Intercreditor Agreement; and each holder of this Subordinated Trademark Agreement, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this document, the terms of the Intercreditor Agreement shall govern and control.

THIS SUBORDINATED 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 PROMETHEAN FUND IV, LP, a Delaware limited partnership (the "**Fund**").

WITNESSETH:

WHEREAS, pursuant to the Subordinated 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, and the Fund, the Fund has 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 Subordinated Debenture dated as of October 6, 2022 in favor of the Fund (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 Fund to enter into the Credit Agreement and to induce the Fund and to extend credit to the Borrower thereunder, Grantor hereby agrees with the Fund as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Subordinated 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 Fund.

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 Fund, and grants to the Fund 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 Subordinated Trademark Security Agreement is granted in conjunction with the security interest granted to the Fund pursuant to the Debenture and Grantor hereby acknowledges and agrees that the rights and remedies of the Fund 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 Subordinated 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 Subordinated 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 Fund, 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 Subordinated 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]

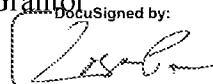
IN WITNESS WHEREOF, Grantor has caused this Subordinated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PUTTSHACK LTD,

as Grantor

DocuSigned by:

By:



Name: Logan Powell

Title: Chief Financial Officer

[Signature Page to Subordinated Trademark Security Agreement]

TRADEMARK
REEL: 007864 FRAME: 0039

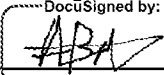
ACCEPTED AND AGREED
as of the date first above written:

PROMETHEAN FUND IV, LP

By: PROMETHEAN INVESTMENTS IV (GP), LP,
its general partner

By: PROMETHEAN INVESTMENTS IV (GP), LLC,
its general partner

DocuSigned by:

By:  _____

Name: Angus Butt

Title: Managing Member

SCHEDULE I
TO
SUBORDINATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

Trademark	Country	Credit Party	Registration Date	Status	Registration No.	Owned or Licensed
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