

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM792334

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900745413		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TGIB Marketing, Inc. d/b/a Rock Bottom Golf, a NY corporation		12/01/2022	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A.		
<b>Street Address:</b>	126 East Avenue; Ste. 100		
<b>Internal Address:</b>	Mail Stop NYE250		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14604		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97485781	VENOM	
<b>Serial Number:</b>	97485771	VNM	
<b>Serial Number:</b>	90295626	SNAKE EYES	
<b>Serial Number:</b>	90527404	.444	
<b>Serial Number:</b>	90278193	CLUB TRADER	
<b>Serial Number:</b>	90527428	B52 BOMBER	
<b>Serial Number:</b>	90083662	OUTER LIMITS FACE TECHNOLOGY	
<b>Serial Number:</b>	90068848	SPACE GEL	
<b>Serial Number:</b>	90013471	ROSWELL	
<b>Serial Number:</b>	88975703	SNAKE EYES	
<b>Serial Number:</b>	88452800	SNAKE EYES	
<b>Serial Number:</b>	88050864	SNAKE EYES	
<b>Serial Number:</b>	88962530	ALIEN GOLF	
<b>Serial Number:</b>	88708832	AREA: 51	
<b>Serial Number:</b>	88186841	AMMO	
<b>Serial Number:</b>	88032241	FORETHOUGHT GOLF	

Property Type	Number	Word Mark
Serial Number:	88217543	HOME IN 2!
Serial Number:	87419780	ALIEN GOLF
Serial Number:	87669245	ROCK BOTTOM GOLF
Serial Number:	86733318	BULLET
Serial Number:	85442381	BLUE GOOSE
Serial Number:	85440781	RAY COOK
Serial Number:	85442321	SILVER RAY
Serial Number:	85944252	HOT-Z
Serial Number:	85756555	EXTREME AIM
Serial Number:	85756599	MANTA RAY
Serial Number:	85882626	AMMO BOX
Serial Number:	85441689	BILLY BAROO
Serial Number:	78172841	ROCK BOTTOM GOLF

**CORRESPONDENCE DATA**

**Fax Number:** 5854198801

*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:** 585-419-8769

**Email:** dburley@harrisbeach.com

**Correspondent Name:** Laura Smalley

**Address Line 1:** 99 Garnsey Road

**Address Line 2:** Harris Beach PLLC

**Address Line 4:** Pittsford, NEW YORK 14534

**ATTORNEY DOCKET NUMBER:** 319919

**NAME OF SUBMITTER:** Laura Smally

**SIGNATURE:** /Laura Smalley/

**DATE SIGNED:** 03/07/2023

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 1, 2022, is made by and between TGIB MARKETING, INC. d/b/a Rock Bottom Golf, a New York Corporation (the "**Borrower**"), and CITIZENS BANK, N.A (the "**Lender**").

WHEREAS, **Borrower** and **Lender** are parties to a Security Agreement dated as of April 8, 2021 (as the same may be amended, supplemented or replaced from time to time, the "Security Agreement") which was reaffirmed by a Reaffirmation made as of January 7, 2022.

WHEREAS, under the terms of the Security Agreement, the **Borrower** has granted to the **Lender**, a security interest in substantially all of the **Borrower's** assets as security for the obligations of a Credit Agreement dated April 8, 2021, as amended by a Credit Agreement Amendment 1, dated as of January 7, 2022 (the "Credit Agreement").

WHEREAS, the **Lender** has continued to extend revolving loans and other financial accommodations to the **Borrower** under the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Borrower** agrees with the **Lender** as follows:

1. Grant of Security. The **Borrower** hereby pledges and grants to the **Lender** a security interest in and to all of the right, title and interest in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of the **Borrower** accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The **Borrower** authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the **Lender**.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement and the Reaffirmation, which are hereby incorporated by reference. The provisions of the Security Agreement and Reaffirmation shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the **Lender** with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement, the Reaffirmation and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TGIB MARKETING, INC. d/b/a Rock Bottom Golf

By: 

Name: THOMAS W. RAT

Title: CEO/FOUNDER

AGREED TO AND ACCEPTED:

CITIZENS BANK, N.A.  
as Lender

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

Name:

Title:

*Signature Page Trademark Security Agreement*

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TRADEMARK  
REEL: 007993 FRAME: 0956


IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TGIB MARKETING, INC. d/b/a Rock Bottom Golf




By: \_\_\_\_\_  
Name:  
Title:


AGREED TO AND ACCEPTED:

CITIZENS BANK, N.A.  
as Lender

By:   
Name: William Blik  
Title: Senior Vice President

**SCHEDULE 1**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Filing Date</b>
97/485,781		VENOM	7/1/22
97/485,771		VNM	7/1/22
90/295,626		 <b>SNAKE EYES</b>	11/3/20
90/527,404	6,830,362	0.444	2/12/21
90/278,193	6,829,473	CLUB TRADER	10/26/20
90/527,428	6,757,012	B52 BOMBER	2/12/21
90/083,662		OUTER LIMITS FACE TECHNOLOGY	7/30/20
90/068,848		SPACE GEL	7/23/20
90/013,471	6,494,533	ROSWELL	6/22/20
88/975,703	6,020,631	 <b>SNAKE EYES</b>	5/30/19
88/452,800	5,937,171	 <b>SNAKE EYES</b>	5/30/19
88/050,864	5,749,094	 <b>SNAKE EYES</b>	7/24/18
88/962,530	6,647,355	ALIEN GOLF	6/12/20
88/708,832	6,247,027	AREA: 51	11/27/19
88/186,841	5,985,612	AMMO	11/8/18
88/032,241	5,886,499	FORETHOUGHT GOLF	7/10/18
88/217,543	5,847,100	HOME IN 2!	12/5/18
87/419,780	6,262,193	ALIEN GOLF	4/21/17

87/669,245	5,496,715		11/2/17
86/733,318	4,927,457	BULLET	8/21/15
85/442,381	4,337,030	BLUE GOOSE	10/7/11
85/440,781	4,239,031	RAY COOK	10/6/11
85/442,321	4,150,174	SILVER RAY	10/7/11
85/944,252	4,553,095	HOT-Z	5/28/13
85/756,555	4,534,313	EXTREME AIM	10/17/12
85/756,599	4,423,005	MANTA RAY	10/17/12
85/882,626	4,435,669	AMMO BOX	3/21/13
85/441,689	4,150,165	BILLY BAROO	10/7/11
78/172,841	2,825,025	ROCK BOTTOM GOLF	10/10/02

Schedule 1