

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings => =>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Golf Warehouse, Inc.
8851 E. 34th Street
Wichita, Kansas 67226

- Individual(s)
- General Partnership
- Corporation-State: Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: August 29, 2008

2. Name and address of receiving party(ies):

Name: Bank of America, N.A.

Internal Address: _____

Street Address: 335 Madison Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from Assignment)

Additional Name(s) & address(es) attached? Yes No

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: _____

Street Address: 187 Wolf Rd
Ste 101

City: Albany State: NY ZIP: 12205

6. Total number of applications and registrations involved: _____

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7. Total fee (37 CFR 3.41): _____

- Charge to Credit Card \$ 190.00
- Last 4 Digits-5683
- Exp Date 11/09
- Authorized to be charged to deposit account

8. Deposit account number: _____

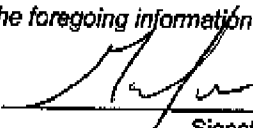
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Graig Solow, Esq.
Name of Person Signing



Signature

09/03/08

Date

Total number of pages including coversheet, attachments and document: _____

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Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

OP \$190.00 2577804

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August 29, 2008, by and between The Golf Warehouse, Inc. and Bank of America, N.A., as Agent.

<u>Mark</u>	<u>Country</u>	<u>Registration or Application No.</u>
TGW® (Domestic registration)	United States	2577804
TGW.COM THE GOLF WAREHOUSE®	United States	2638441
BASEBALL SAVINGS.COM and Design™	United States	3243914
SOFTBALL SAVINGS.COM and Design™	United States	3432938
17th GREEN®	United States	3413100
TGW THE GOLF WAREHOUSE.COM®	United States	2651247
TGW.COM THE GOLF WAREHOUSE & DESIGN®	United States	3323225

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, The Golf Warehouse, Inc., a corporation formed under the laws of Delaware, located at 8851 E. 34th Street, Wichita, Kansas 67226 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Bank of America, N.A. ("B of A") and various other financial institutions (collectively, "Lenders") and B of A as agent for Lenders ("Agent") pursuant to (i) a certain Second Amended and Restated Credit Agreement, dated the date hereof, among Agent, Lenders, Borrower and the other credit parties named therein, (ii) a certain Amended and Restated Security Agreement, dated the date hereof, among Agent, Borrower and the other credit parties named therein and (iii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[Remainder of Page Intentionally Left Blank]

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: August 29, 2008

Witness:

THE GOLF WAREHOUSE, INC.

By: _____

Name: Eric Courtois

Title: Treasurer and Secretary

Witness:

BANK OF AMERICA, N.A., as Agent

By: _____

Name: Edmundo Kaha

Title: Vice President

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: August 27, 2008

Witness:

THE GOLF WAREHOUSE, INC.

By: _____
Name: Eric Courteille
Title: Treasurer and Secretary

Witness:

BANK OF AMERICA, N.A., as Agent

Patricia DiStefano

By: _____
Name: Edmundo Kahn
Title: Vice President