

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent		08/21/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 79</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85324602	SILVERCAT	
<b>Serial Number:</b>	76599862	ALL THINGS FOR THE WOMAN GOLFER	
<b>Serial Number:</b>	78787257	ART SCIENCE INGENUITY	
<b>Serial Number:</b>	78786523	A S I	
<b>Serial Number:</b>	76580260	BULLWHIP	
<b>Serial Number:</b>	76571969	CLUBMAKER	
<b>Serial Number:</b>	76571189	CLUBMAKER	
<b>Serial Number:</b>	76533789	CLUBVANTAGE	
<b>Serial Number:</b>	78776380		
<b>Serial Number:</b>	76574113		
<b>Serial Number:</b>	76574120		
<b>Serial Number:</b>	76599863	DRIVE	
<b>Serial Number:</b>	77037758	DRY-18	
<b>Serial Number:</b>	78964383	DRY-18	
<b>Serial Number:</b>	77269727	FORE! DAD	
<b>Serial Number:</b>	76578070	FORMULA ONE	
<b>Serial Number:</b>	76653328	GOLFSMITH	
<b>Serial Number:</b>	76582550	GOLFSMITH	

OP \$1990.00 85324602

Property Type	Number	Word Mark
Serial Number:	76582424	GOLFSMITH
Serial Number:	85038005	GOLFSMITH XTREME
Serial Number:	78593944	HOTFIT
Serial Number:	77132347	J.G. HICKORY
Serial Number:	77853904	J. G. HICKORY
Serial Number:	77269270	MAGGIELANE
Serial Number:	77414171	MAMBA
Serial Number:	76603833	MORE GOLF
Serial Number:	76640233	POWER LINK
Serial Number:	77456960	PROFINITY
Serial Number:	76671308	SNAKE EYES
Serial Number:	76669444	SNAKE EYES
Serial Number:	77041456	SNAKE EYES
Serial Number:	77041458	SNAKE EYES
Serial Number:	77041461	SNAKE EYES
Serial Number:	76668732	SNAKE EYES
Serial Number:	77459974	TOUR TREK
Serial Number:	78624781	YOUR CADDY FOR LIFE
Serial Number:	77459977	ZTECH
Serial Number:	76571190	CLUBMAKER
Serial Number:	85094471	CUSTOM FIT 15 MORE YARDS GUARANTEE
Serial Number:	85094448	CUSTOM FIT PLAY BETTER GUARANTEE
Serial Number:	85094434	PLAY BETTER GUARANTEE
Serial Number:	74309482	DON SHERWOOD GOLF & TENNIS WORLD
Serial Number:	73636534	GOLFSMITH
Serial Number:	73414814	XPC
Serial Number:	85439441	AFTER18
Serial Number:	74578352	BLACK CAT
Serial Number:	76072938	CRYSTAL CAT
Serial Number:	73724989	
Serial Number:	73617351	JAGUAR
Serial Number:	74610421	KILLER BEE
Serial Number:	73532130	LYNX
Serial Number:	72370845	LYNX
Serial Number:	85432268	MAKE EVERY SWING COUNT
Serial Number:	73568753	PARALLAX
Serial Number:	73496364	PREDATOR
Serial Number:	76105038	QUICK STRIKE

Property Type	Number	Word Mark
Serial Number:	74442849	SNAKE EYES
Serial Number:	75259625	SOFT STROKE
Serial Number:	73496361	TIGRESS
Serial Number:	74632929	VIPER
Serial Number:	74406009	ZEVO
Serial Number:	86202229	ANYTHING FOR GOLF
Serial Number:	86246076	GOLFSMITH LEADER BOARD
Serial Number:	86203153	FAIR-WAY
Serial Number:	72282355	DX
Serial Number:	72359586	MACGREGOR
Serial Number:	71130520	MACGREGOR
Serial Number:	78321791	MACTEC
Serial Number:	73182405	MT
Serial Number:	74099277	MT
Registration Number:	4009371	GOLF TOWN
Serial Number:	76162599	TOURNEY
Serial Number:	73171349	VIP
Serial Number:	72268148	VIP
Serial Number:	77817525	GOLF TOWN
Serial Number:	77817562	GOLF TOWN
Serial Number:	77817553	GOLF TOWN ALL FORE THE GAME
Serial Number:	78482747	GOLF TOWN LEADER BOARD MEMBERSHIP PRIVIL
Serial Number:	78606916	GORDON COOPER

**CORRESPONDENCE DATA**

Fax Number: 6179518736

*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: 6173417729

Email: kschmidt@morganlewis.com

Correspondent Name: Katarzyna Schmidt

Address Line 1: 1 Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Schmidt

SIGNATURE: /Katarzyna Schmidt/

DATE SIGNED: 08/21/2015

Total Attachments: 10

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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, GOLF TOWN CANADA INC., a corporation formed under the laws of Canada (“**GT Canada**”), GOLF TOWN USA L.L.C., a Delaware limited liability company (“**GT USA**”), GOLFSMITH INTERNATIONAL HOLDINGS, INC., a Delaware corporation (“**Golfsmith**”), GOLF TOWN GP II INC., a corporation formed under the laws of Ontario (“**GT GP II**”), GOLF TOWN OPERATING LIMITED PARTNERSHIP, a limited partnership formed under the laws of Ontario (“**GT Partnership**”), GOLF TOWN USA HOLDCO LIMITED (*formerly known as* Accolade Reaction Promotion Group USA Inc.), a Delaware corporation (“**GT Holdco**”), GOLFSMITH EUROPE, L.L.C., a Delaware limited liability company (“**GS Europe**”), GOLFSMITH LICENSING, L.L.C., a Delaware limited liability company (“**GS Licensing**”), GOLFSMITH INCENTIVE SERVICES, LLC, a Texas limited liability company (“**GS Incentive**”), GOLFSMITH 2 GP, L.L.C. (“**Golfsmith 2 GP**”), a Delaware limited liability company, GOLFSMITH INTERNATIONAL, INC., a Delaware corporation (“**Golfsmith International**”), GOLFSMITH INTERNATIONAL, L.P., a Delaware limited partnership (“**Golfsmith LP**”), GOLFSMITH NU, L.L.C., a Delaware limited liability company (“**Golfsmith NU**”), GOLFSMITH USA, L.L.C., a Delaware limited liability company (“**Golfsmith USA**” and together with GT Canada, GT USA, Golfsmith, GT GP II, GT Partnership, Accolade, GS Europe, GS Licensing, GS Incentive, Golfsmith 2 GP, Golfsmith International, Golfsmith LP, Golfsmith NU, as grantors (the “**Grantors**”), and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

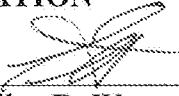
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

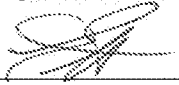
**RETIRING AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By:   
Name: Ellen D. Weaver  
Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**ANTARES CAPITAL LP**

By:   
Name: Ellen D. Weaver  
Title: Duly Authorized Signatory

## **EXHIBIT A**

Copyright Security Agreement dated as of July 24, 2012 and filed with the United States Copyright Office on August 23, 2012 in Volume 3620, Document 204.

Patent Security Agreement dated as of July 24, 2012 and filed with the United States Patent and Trademark Office on August 1, 2012 at Reel 028701, Frame 0417.

Trademark Security Agreement dated as of July 24, 2012 and filed with the United States Patent and Trademark Office on July 30, 2012 at Reel 4831, Frame 0554.

Trademark Security Agreement dated as of January 7, 2013 and filed with the United States Patent and Trademark Office on January 8, 2013 at Reel 4938, Frame 0168.




**EXHIBIT B****U.S. Trademarks**

<b>Owner</b>	<b>Registration Date</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Application No.</b>	<b>Trademark Name</b>
Golfsmith International, Inc.	11- OCT-2011	19-MAY-2011	4211010	85324602	SILVERCAT
Golfsmith International, Inc.	16-MAY-2006	28-JUN-2004	3093688	76599862	ALL THINGS FOR THE WOMAN GOLFER
Golfsmith International, Inc.	09-OCT-2007	09-JAN-2006	3309372	78787257	ART SCIENCE INGENUITY
Golfsmith International, Inc.	13-NOV-2007	1/6/06	3336734	78786523	A S I
Golfsmith International, Inc.	27-SEP-2005	09-MAR-2004	2999972	76580260	BULLWHIP
Golfsmith International, Inc.	25-JAN-2005	22-JAN-2004	2920551	76571969	CLUBMAKER
Golfsmith International, Inc.	09-JAN-2007	21-JAN-2004	3197097	76571189	CLUBMAKER
Golfsmith International, Inc.	01-FEB-2005	31-JUL-2003	2923963	76533789	CLUBVANTAGE
Golfsmith International, Inc.	09-OCT-2007	19-DEC-2005	3309312	78776380	Design Only
Golfsmith International, Inc.	01-FEB-2005	04-FEB-2004	2922467	76574113	Design Only
Golfsmith International, Inc.	01-FEB-2005	04-FEB-2004	2922469	76574120	Design Only
Golfsmith International, Inc.	20-JAN-2009	28-JUN-2004	3564978	76599863	DRIVE
Golfsmith International, Inc.	08-APR-2008	06-NOV-2006	3409852	77037758	DRY-18
Golfsmith International, Inc.	28-OCT-2008	30-AUG-2006	3525960	78964383	DRY-18
Golfsmith International, Inc.	18-MAR-2008	31-AUG-2007	3398339	77269727	FORE! DAD
Golfsmith International, Inc.	03-JAN-2006	27-FEB-2004	3037179	76578070	FORMULA ONE
Golfsmith International, Inc.	21-NOV-2006	10-JAN-2006	3173001	76653328	GOLFSMITH
Golfsmith International, Inc.	29-MAR-2005	19-MAR-2004	2935945	76582550	GOLFSMITH
Golfsmith International, Inc.	29-MAR-2005	19-MAR-2004	2935942	76582424	GOLFSMITH
Golfsmith International, Inc.	04-JAN-2011	13-MAY-2010	3899960	85038005	GOLFSMITH XTREME
Golfsmith International, Inc.	29-AUG-2006	24-MAR-2005	3137169	78593944	HOTFIT
Golfsmith International, Inc.	20-APR-2010	15-MAR-2007	3778454	77132347	J.G. HICKORY
Golfsmith International, Inc.	15-JUN-2010	21-OCT-2009	3802812	77853904	J. G. HICKORY

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Owner	Registration Date	Application Date	Registration No.	Application No.	Trademark Name
Golfsmith International, Inc.	07-APR-2009	31-AUG-2007	3603473	77269270	MAGGIELANE
Golfsmith International, Inc.	07-OCT-2008	05-MAR-2008	3511991	77414171	MAMBA
Golfsmith International, Inc.	09-MAY-2006	26-JUL-2004	3089134	76603833	MORE GOLF
Golfsmith International, Inc.	09-MAY-2006	06-JUN-2005	3089338	76640233	POWER LINK
Golfsmith International, Inc.	25-AUG-2009	24-APR-2008	3673996	77456960	PROFINITY
Golfsmith International, Inc.	10-JUL-2007	12-JAN-2007	3259842	76671308	SNAKE EYES
Golfsmith International, Inc.	10-JUL-2007	24-NOV-2006	3259837	76669444	SNAKE EYES
Golfsmith International, Inc.	08-JAN-2008	10-NOV-2006	3366438	77041456	SNAKE EYES
Golfsmith International, Inc.	08-JAN-2008	10-NOV-2006	3366439	77041458	SNAKE EYES
Golfsmith International, Inc.	08-JAN-2008	10-NOV-2006	3366440	77041461	SNAKE EYES
Golfsmith International, Inc.	10-JUL-2007	08-NOV-2006	3259833	76668732	SNAKE EYES
Golfsmith International, Inc.	07-APR-2009	28-APR-2008	3604092	77459974	TOUR TREK
Golfsmith International, Inc.	30-OCT-2007	06-MAY-2005	3326151	78624781	YOUR CADDY FOR LIFE
Golfsmith International, Inc.	25-AUG-2009	28-APR-2008	3674023	77459977	ZTECH
Golfsmith International, Inc.	06-MAR-2007	21-JAN-2004	3216122	76571190	CLUBMAKER
Golfsmith International, Inc.	19-APR-2011	28-JUL-2010	3949556	85094471	CUSTOM FIT 15 MORE YARDS GUARANTEE
Golfsmith International, Inc.	19-APR-2011	28-JUL-2010	3949555	85094448	CUSTOM FIT PLAY BETTER GUARANTEE
Golfsmith International, Inc.	19-APR-2011	28-JUL-2010	3949554	85094434	PLAY BETTER GUARANTEE
Golfsmith International, Inc.	28-SEP-1993	31-AUG-1992	1795392	74309482	DON SHERWOOD GOLF & TENNIS WORLD
Golfsmith International, Inc.	14-JUL-1987	22-DEC-1986	1447761	73636534	GOLFSMITH
Golfsmith International, Inc. (as assignee)	17-APR-1984	24-FEB-1983	1274437	73414814	XPC
Golfsmith International, Inc.	4-DEC-2012	05-OCT-2011	4255046	85439441	AFTER 18
Golfsmith International, Inc.	25-JUN-1996	26-SEP-1994	1983048	74578352	BLACK CAT
Golfsmith International, Inc.	22-MAY-2001	19-JUN-2000	2453296	76072938	CRYSTAL CAT

Owner	Registration Date	Application Date	Registration No.	Application No.	Trademark Name
Golfsmith International, Inc.	27-DEC-1988	27-APR-1988	1518125	73724989	(Design Only) 
Golfsmith International, Inc.	02-MAY-1989	29-AUG-1986	1537481	73617351	JAGUAR
Golfsmith International, Inc.	09-APR-1996	13-DEC-1994	1966455	74610421	KILLER BEE
Golfsmith International, Inc.	07-JUL-1987	15-APR-1985	1446493	73532130	LYNX
Golfsmith International, Inc.	26-SEP-1972	16-SEP-1970	0943571	72370845	LYNX
Golfsmith International, Inc.	5-FEB-2012	26-SEP-2011	4286697	85432268	MAKE EVERY SWING COUNT
Golfsmith International, Inc.	01-JUL-1986	15-NOV-1985	1399697	73568753	PARALLAX
Golfsmith International, Inc.	30-JUL-1985	24-AUG-1984	1351870	73496364	PREDATOR
Golfsmith International, Inc.	19-MAR-2002	08-AUG-2000	2551128	76105038	QUICK STRIKE
Golfsmith International, Inc.	18-APR-1995	01-OCT-1993	1889946	74442849	SNAKE EYES
Golfsmith International, Inc.	13-JAN-1998	18-MAR-1997	2129128	75259625	SOFT STROKE
Golfsmith International, Inc.	27-AUG-1985	24-AUG-1984	1356970	73496361	TIGRESS
Golfsmith International, Inc.	20-MAR-2001	13-FEB-1995	2436051	74632929	VIPER
Golfsmith Licensing, L.L.C.	03-OCT-1995	28-JUN-1993	1924718	74406009	ZEVO
Golfsmith International, Inc.	02-JUN-2015	24-FEB-2014	4749086	86202229	ANYTHING FOR GOLF
Golfsmith International, Inc.	17- FEB-2015	08-APR-2014	4687366	86246076	GOLFSMITH LEADER BOARD
Golfsmith International, Inc.	N/A	25-FEB-2014	N/A	86203153	FAIR -WAY
Golfsmith International, Inc.	28-OCT-1969	12-OCT-1967	0879423	72282355	DX
Golfsmith International, Inc.	7-MAR-1972	13-MAY-1970	0930423	72359586	MACGREGOR
	14-DEC-1920	02-APR-1920	0137977	71130520	MACGREGOR
Golfsmith International, Inc.	25-JAN-2005	08-JUN-2004	2921798	78321791	MACTEC
Golfsmith International, Inc.	11-DEC-1979	17- AUG-1978	1127578	73182405	MT
Golfsmith International, Inc.	12- MAY-1992	21-SEP-1990	1686548	74099277	MT & Design

Owner	Registration Date	Application Date	Registration No.	Application No.	Trademark Name
Golfsmith International, Inc.	23-OCT-2001	09-NOV-2000	2500355	76162599	TOURNEY
Golfsmith International, Inc.	13-FEB-1979	22-MAY-1978	1113249	73171349	VIP
Golfsmith International, Inc.	04-MAR-1969	03-APR-1967	0865675	72268148	VIP & Design
Golf Town Operating Limited Partnership	12-OCT-2010	01-SEP-2009	3859118	77817525	Golf Town
Golf Town Operating Limited Partnership Golf Town GP II Inc.	03-MAY-2011	01-SEP-2009	3953134	77817562	Golf Town and Design
Golf Town Operating Limited Partnership	09-AUG-2011	11-JAN-2011	85215177	4009371	Golf Town and Design
Golf Town Operating Limited Partnership	16-NOV-2010	01-SEP-2009	3875548	77817553	Golf Town All for the Game and Design
Golf Town Canada Inc.	04-DEC-2007	13-SEP-2004	3348059	78482747	Golf Town Leader Board Membership Privileges and Design
Golf Town Canada Inc.	26-FEB-2008	12-APR-2005	3388816	78606916	Gordon Cooper

### U.S. Patents

Owner	Publication Date	Application Date	Publication No.	Application No.	Patent Name
Golfsmith Licensing, L.L.C.	12/12/1995	4/8/1994	US5474298A	US1993167815A	Golf swing analyzing apparatus
Golfsmith Licensing, L.L.C.	1/30/1996	9/27/1994	USD366683S1	US199429020F	Golf club head
Golfsmith Licensing, L.L.C.	12/5/1995	10/14/1994	USD364908S1	US199429731F	Golf putter head
Golfsmith Licensing, L.L.C.	11/28/1995	12/12/1994	US5469627A	US1994353725A	Apparatus for fitting a golf club to a player
Golfsmith Licensing, L.L.C.	11/21/1995	10/14/1994	USD364435S1	US199429730F	Golf club head
Golfsmith Licensing, L.L.C.	10/10/1995	11/14/1994	USD363102S1	US199430912F	Golf club head
Golfsmith Licensing, L.L.C.	5/6/1997	1/26/1996	US5626528A	US1996592648A	Golf club head and hosel construction

Owner	Publication Date	Application Date	Publication No.	Application No.	Patent Name
Golfsmith Licensing, L.L.C.	8/20/1996	12/18/1995	US5547426A	US1995574320A	Progressive golf club having a diagonally balanced slot back
Golfsmith International, Inc.	6/10/1997	2/14/1995	US5636560A	US1995388598A	Method and apparatus for facilitating the removal of golf grips
Golfsmith Licensing, L.L.C.	12/22/1998	7/4/1997	US5851155A	US1997923546A	Hosel construction and method of making the same
Golfsmith Licensing, L.L.C.	2/2/1999	1/23/1997	US5864960A	US1997787909A	Golf club fitting system and method of using same
Golfsmith Licensing, L.L.C.	12/7/1999	2/11/1997	US5997415A	US1997798634A	Golf club head
Golfsmith Licensing, L.L.C.	8/10/1999	12/26/1995	US5935014A	US1995522412A	Golf swing analyzing equipment
Golfsmith Licensing, L.L.C.	9/14/1999	1/5/1998	US5951411A	US19983073A	Hosel coupling assembly and method of using same
Golfsmith Licensing, L.L.C.	7/4/2000	2/11/1997	US6083123A	US1997799072A	Method for fitting golf clubs for golfers
Golfsmith Licensing, L.L.C.	4/30/2002	1/22/2000	US6379262B1	US2000490179A	Set of golf club irons
Golfsmith Licensing, L.L.C.	8/14/2001	5/22/1998	US6273828B1	US199884032A	Hosel construction and method of making the same
Golfsmith Licensing, L.L.C.	2/25/2003	5/1/2001	US6524197B2 (US20040063515)	US2001854322A	Golf club head having a device for resisting expansion between opposing walls during ball impact
Golfsmith Licensing, L.L.C.	12/30/2003	7/17/2001	US6669573B2 (US20040063515)	US2001908792A	Hosel construction and method of making same

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**TRADEMARK**  
**REEL: 005606 FRAME: 0430**

Owner	Publication Date	Application Date	Publication No.	Application No.	Patent Name
Golfsmith Licensing, L.L.C.	8/3/2004	4/5/2002	US6769994B2 (US20040063515)	US2002117426A	Shot control hosel
Golfsmith Licensing, L.L.C.	1/13/2005	7/29/2004	US20050009619A1	US2004902651A	Shot control hosel

**U.S. Copyrights**

Owner	Registration Date	Registration No.	Copyright Name
Golfsmith International, Inc.	3/10/2009	VA0001664684	MaggieLane (hero pose)
Golfsmith International, Inc.	3/10/2009	VA0001664683	MaggieLane (action pose)
Golfsmith International, Inc.	3/10/2009	VA0001664682	MaggieLane (sitting pose)

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