

10-29-1998

Form PTO-1594 (Rev. 6-93)

RECC



HEET

U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks **100859623**

with the attached original document or copy thereof

1. Name of conveying party(ies):
Golf Galaxy, Inc. **10-26-98**
 9961 Valley View Road
 Eden Prairie, MN 55344

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Minnesota
 Other _____

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

2. Name and address of receiving party(ies):
 General Electric Capital Corporation
 10 South La Salle Street, Suite 2800
 Chicago, ILL 60603

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of New York
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 23, 1998

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)

4. Application number(s) or trademark number(s):

A. Trademark Application No(s). B. Trademark Registration No(s).

(75/320,959, 75/400,058, 75/208,819, 75/321,285)

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

Gary Weinstein
F'EGRE & BENSON LLP
 2200 Norwest Center
 90 South Seventh Street
 Minneapolis, MN 55402-3901
 (612) 336-3000

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41) \$115.00

Enclosed
 Authorized to charge any underpayment or credit any overpayment to deposit account

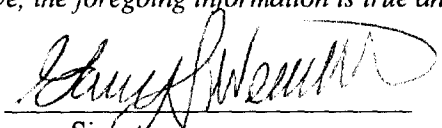
10/29/1998 SBURNS 00000039 75320959

01 FC:481 40.00 OP
02 FC:482 75.00 OP

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and believe, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gary Weinstein, Reg. #42,217  October 23, 1998
 Name of person signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 22, 1998, by GOLF GALAXY, INC., a Minnesota corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loans and to incur Letter of Credit obligations for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all Grantor's right title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

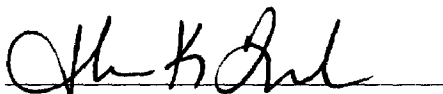
- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement, or dilution of any Trademark or Trademark licenses under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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.

GOLF GALAXY, INC.

By: 
Sharon K. Link
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement, or dilution of any Trademark or Trademark licenses under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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.

GOLF GALAXY, INC.

By: _____
Sharon K. Link
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: Geoffrey K Hall
Name: Geoffrey K Hall
Title: Duly Authorized Signatory

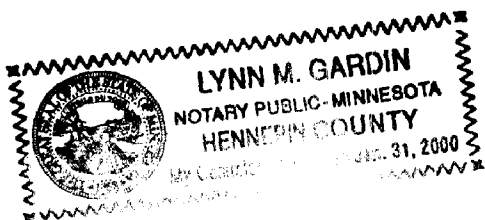
ACKNOWLEDGMENT OF GRANTOR

STATE OF MINNESOTA)

) ss.

COUNTY OF HENNEPIN)

On this 23rd day of September, 1998, before me personally appeared Sharon K. Link, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Golf Galaxy, Inc. who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporation.





Notary Public

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Application No.	Description
Golf Galaxy name	75/320,959	<i>Retail store services for golf equipment, accessories and apparel; arranging travel tours; golf instruction service [Classes: 35, 39&41]</i>
Golf Galaxy and design	75/400,058	<i>Retail store services for golf equipment, accessories and apparel; arranging travel tours; golf instruction services; [Classes: 35, 39&41]</i>
Everything For The Game	75/208,819	<i>Retail store services in the field of golf equipment and golf apparel</i>
Mill River Golf	75/321,285	<i>Retail mail order of golf-related products through a global communications network</i>