



04-12-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101661993

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New **3-19-01**

☐ Resubmission (Non-Recordation)
Document ID #

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ License

☒ Security Agreement ☐ Nunc Pro Tunc Assignment

☐ Merger
Effective Date
Month Day Year

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

04/15/2001 LMUELLER 00000112 500709 76072930

01 FC:481 40.00 CH
02 FC:482 1775.00 CH

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 002270 FRAME: 0858

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☒

No

☐

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. Charges to deposit account are authorized, as indicated herein.

George M. Borababy

Name of Person Signing

Signature

Date Signed

3/6/01

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

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☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

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Trademark Application Number(s)

Registration Number(s)

2253665	1518125	2129126
2389096	2121890	2124015
2204865	2193255	1966455
2238074	2130690	1997989
2139044	1447761	2144570
2065242	2266938	2144569
1518085	2125678	2325087

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REEL: 002270 FRAME: 0860

RECORDATION FORM COVER SHEET
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Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

943571	2103921	2140899
1446493	2124012	2258083
2124013	2125832	2129129
2140897	1984104	2392567
1399697	1639182	2129130
2132755	1320963	2121889
1399698	1351870	2193256

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Trademark Application Number(s)

Registration Number(s)

1889946	2129133	2140901
2129128	2129127	2129134
2156583	2249691	2124014
2301230	2190501	1274437
2129132	2047644	1987306
2124011	1356970	
2129131	2255633	

TRADEMARK

REEL: 002270 FRAME: 0862

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made as of the 10th day of November, 2000, between and among **GOLFSMITH INTERNATIONAL, INC.**, a Delaware corporation, ("Grantor") having a mailing address at 11000 North Interstate 35, Austin, TX 78753, and **FOOTHILL CAPITAL CORPORATION**, a California corporation (in its capacity as agent, for itself and the hereinafter defined Lenders, collectively with its successors and assigns, the "Agent"), having a mailing address at 11111 Santa Monica Blvd., Suite 1500, Los Angeles, CA 90025-3333.

BACKGROUND

Agent has entered into that certain Loan and Security Agreement (the "Loan Agreement") dated as of the date hereof, with the lenders (the "Lenders") signatory thereto, **GOLFSMITH CANADA, L.L.C.**, a Delaware limited liability company ("Golfsmith Canada"), **GOLFSMITH USA, L.L.C.** a Delaware limited liability company ("Golfsmith USA"), **GOLFSMITH NU, L.L.C.**, a Delaware limited liability company ("Golfsmith NU"), and **GOLFSMITH INTERNATIONAL, LP**, a Delaware limited partnership ("Golfsmith International") (Golfsmith Canada, Golfsmith USA, Golfsmith NU and Golfsmith International are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), Grantor, **GOLFSMITH GP HOLDINGS, INC.**, a Delaware corporation ("Golfsmith GP, Inc."), **GOLFSMITH HOLDINGS, L.P.** a Delaware limited partnership ("Golfsmith Holdings"), **GOLFSMITH GP, L.L.C.**, a Delaware limited liability company ("Golfsmith GP"), **GOLFSMITH DELAWARE, L.L.C.**, a Delaware limited liability company ("Golfsmith Delaware"), and **GOLFSMITH LICENSING, L.L.C.**, a Delaware limited liability company ("Golfsmith Licensing") (Grantor, Golfsmith GP, Inc., Golfsmith Holdings, Golfsmith GP, Golfsmith Delaware, and Golfsmith Licensing are referred to hereinafter each individually as a "Guarantor", and individually and collectively, jointly, and severally, as "Guarantors"). In order to induce Lenders and Agent to provide the credit accommodations set forth in the Loan Agreement, Grantor agreed to execute and deliver to Agent this Trademark Collateral Security Agreement ("Security Agreement"). This Security Agreement, covering Trademarks (as hereinafter defined), is being executed in connection with the Loan Agreement under which Agent under the ratable benefit of the Agent and the Lenders are granted a lien on and security interest in the Trademarks, whereby Agent shall have the right to foreclose simultaneously on the Trademarks in the event of the occurrence and continuance of an Event of Default under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Grantor, Agent and Lenders hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of California.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Licenses" shall mean the trademark license agreements of Grantor designated on Schedule I hereto, as any of the same may from time to time be amended or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrowers from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrowers from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Obligations" shall mean (a) any and all Obligations (as defined under the Loan Agreement), (b) all obligations of Borrowers and Guarantors under the other Loan Documents (as defined in the Loan Agreement), including, without limitation, all indebtedness, liabilities and other obligations of Guarantors, or any of them, now or hereafter existing under the Guaranty (as defined in the Loan Agreement), and (c) and all obligations of Grantor now or hereafter existing under this Security Agreement.

"Security Agreement" shall mean this Trademark Collateral Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall mean the U.S. registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Grantor.

2. Grant of Security Interest. As collateral security for the prompt payment of the Secured Obligations, Grantor hereby grants and conveys to Agent, for the ratable benefit of the Agent and the Lenders a security interest in and to (a) the entire right, title and interest of Grantor in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Grantor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the goodwill of the business to which

each of the Trademarks relates and (b) all of Grantor's right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all accounts, contract rights and General Intangibles as defined in the Code arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereinafter collectively called the "Collateral."

Notwithstanding anything to the contrary set forth herein, in no event shall the Collateral include any "Excluded Assets" (as such term is defined in the Loan Agreement).

3. Representations and Warranties. Grantor covenants and warrants that as of the date of this Security Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Grantor's knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons), except for the Licenses referred to in Schedule I attached hereto and the Permitted Liens (as defined in the Loan Agreement);

(e) Grantor has the right to enter into this Security Agreement and perform its terms; and

(f) Grantor has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks.

4. Right of Inspection. Grantor hereby grants to Agent and its employees the right to visit any of Grantor's or Borrowers' plants and facilities which manufacture, inspect or store

products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours and upon reasonable prior notice.

5. New Trademarks. (a) If, before the Secured Obligations shall have been paid in full, either Grantor or another Borrower shall obtain rights to any new trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark of any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Grantor shall give Agent prompt written notice thereof. (b) Grantor grants Agent a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Security Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Security Agreement.

6. Covenants. Grantor covenants and agrees with Agent and the Lenders that from and after the date of this Security Agreement and until the Secured Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Agent, Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Grantor also hereby authorizes Agent to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Agent and Lenders hereunder, duly endorsed in a manner satisfactory to Agent.

(b) Maintenance of Trademarks. Grantor will not do any act, or omit to do any act, where good business judgment dictates otherwise whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Grantor shall take appropriate action at its expense, where good business judgment calls for the same, to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule I.

(c) Indemnification. (A) Grantor assumes all responsibility and liability arising from the use of the Trademarks, and Grantor hereby indemnifies and holds Agent and the Lenders harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by Agent or the Lenders under any License for any sum owing thereunder, or to enforce any provisions of such License, Grantor

will indemnify and keep Lenders and Agent harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against the Lenders and Agent.

(d) Limitation of Liens on Collateral. Grantor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral (other than Permitted Liens, as defined in the Loan Agreement), and will defend the right, title and interest of Agent and Lenders in and to any of Grantor's rights under the Licenses and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Grantor will not (i) amend, modify, terminate (other than in accordance with its terms) or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination), or (iii) fail to deliver to Agent a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

(f) Notices. Grantor will advise Agent promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral which is not a Permitted Lien, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral other than as permitted by the Loan Agreement, without prior written consent of Agent.

7. Agent's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of and in the name of Grantor or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of Grantor, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrowers or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's and the Lender's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agree to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Agent hereunder are solely to protect the interests of the Agent and the Lenders in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Grantor also authorizes Agent to execute, in connection with the sale provided for in paragraph 10(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor is executing and delivering to Agent, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof.

9. Performance by Agent of Grantor's and Borrowers' Obligations. If either Grantor or Borrowers fail to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Agent and the Lenders incurred in connection with such performance or compliance shall be payable by Grantor to Agent on demand and shall constitute Secured Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Grantor or Borrowers under or in connection with any of the Collateral shall be held by either Grantor or Borrowers in trust for Agent for the ratable benefit of the Agent and Lenders, shall be segregated from other funds of Grantor and Borrowers and shall forthwith upon receipt by Grantor or Borrowers, be turned over to Agent, in the same form as received by either Grantor or Borrowers (duly endorsed by either Grantor or Borrowers to Agent, if required or deposited into the Concentration Account (as defined in the Loan Agreement)); and

(ii) Any and all such payments so received by Agent (whether from either Borrowers or Grantor or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Secured Obligations in such order as Agent shall elect. Any balance of such payments held by Agent and remaining after payment in full of all the Secured Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Agent may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the Code. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent is entitled. Grantor shall also be liable for the reasonable fees of any attorneys employed by Agent to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent with respect to the collection of any of the Secured Obligations and the enforcement of any of Agent's respective rights hereunder.

11. Termination. At such time as Borrowers shall completely pay in full all of the Secured Obligations and the Loan Agreement is terminated, this Security Agreement shall terminate and Agent shall execute and deliver to Grantor all such releases, deeds, assignments

and other instruments as may be necessary or proper to re-vest in Grantor full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto, and shall return to Grantor all unused Powers of Attorney executed by Grantor.

12. Notices. All notices or other written communication to be given hereunder shall be given at the addresses and in the manner set forth in the Loan Agreement.

13. No Waiver. No course of dealing between Borrowers, the Grantor, Lenders and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Agent's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

16. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraphs 5 and 7.

17. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of California (as opposed to the conflicts of law provisions).

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

GOLFSMITH INTERNATIONAL, INC.

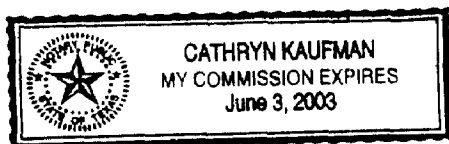
By: Mark Osborn
Name: MARK OSBORN
Title: VICE PRESIDENT

FOOTHILL CAPITAL CORPORATION,
as Agent

By: Brian Duffy
Name: BRIAN DUFFY
Title: SR. VICE PRESIDENT

STATE OF Texas)
COUNTY OF Dallas) SS.:

Before me, the undersigned, on this 10th day of November, 2000, personally appeared Mark Osborn, to me known personally, and who being by me duly sworn, deposes and says that he is the Vice President of Golfsmith International, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.



Cathryn Kaufman
Notary Public
My Commission Expires: June 3, 2003

STATE OF Texas)
COUNTY OF Dallas) SS.:

Before me, the undersigned, on this 10th day of November, 2000, personally appeared Brian Duffy, to me known personally, and who being by me duly sworn, deposes and says that he/she is the Sr. V. President of Foothill Capital Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

Cathryn Kaufman
Notary Public
My Commission Expires: June 3, 2003


SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated as of November 10, 2000, by and between Golfsmith International, Inc. and FOOTHILL CAPITAL CORPORATION.

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Reg. or Filing Date</u>
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See Attached.

US Registered Trademarks and Pending Applications

Mark	Int'l Class/Goods	Appl./ Serial No.	Appl. Filing Date	Registration Number	Registration Date	Expiration Date
ACCUCORE	28	75 214027	12/16/96	2125496	12/30/97	12/30/07
BACKFLOW	28	75 213610	12/16/96	2121599	12/16/97	12/16/07
BECAUSE IT'S MORE THAN JUST A GAME	28	74 412343	7/14/93	1903655	7/4/95	7/4/05
BIMETALLIC	28	75 213489	12/16/96	2125480	12/30/97	12/30/07
BLACK CAT	28	74578352	9/26/94	1983048	6/25/96	6/25/06
BLACK HAWK	28	75 213490	12/16/96	2152015	4/21/98	4/21/08
BLACKSMITH	28	75 267465	4/1/97	2125856	12/30/97	12/30/07
BULL WHIP SHAFT and Design	28	75 233852	1/30/97	2140571	3/3/98	3/3/08
CARBON STICK	28	75 213797	12/16/96	2190347	9/22/98	9/22/08
CARBON TOUR	28	75 488654	5/20/98	2253665	6/15/99	6/15/09
COMFORT	28	75 488661	5/20/98	2389096	9/26/00	9/26/10
COPPER CLASSIC	28	75 214028	12/16/96	2204865	11/24/98	11/24/08
CRYSTAL CAT	28	76 072938	6/19/00			
CUSTOM WEDGE SYSTEM	28	75 259192	3/18/97	2238074	4/13/99	4/13/09
DEAD STOP	28	75 259195	3/18/97	2139044	2/24/98	2/24/08
Design/Device/Logo (Black Cat Head)	28	75137000	7/22/96	2065242	5/27/97	5/27/07
Design/Device/Logo (Cat Head Old Design)	25	73 727205	5/9/88	1518085	12/27/88	12/27/08
Design/Device/Logo (Cat Head Old Design)	28	73 724989	4/27/88	1518125	12/27/88	12/27/08
DESIGNATED DRIVER	28	75 259668	3/18/99	2121890	12/16/97	12/16/07
FIBER STAR	28	75 259119	3/18/97	2193255	10/6/98	10/6/08
FIRE STAR	28	75 259477	3/18/97	2130690	1/20/98	1/20/08
GOLFSMITH	28	636534	12/22/86	1447761	7/14/87	7/14/07
GRAND TITANIUM	28	75 488568	5/20/98	2266938	8/3/99	8/3/09
GREY HAWK	28	75 227324	1/17/97	2125678	12/30/97	12/30/07
INTERFACE	28	75 259476	3/18/97	2129126	1/13/98	1/13/08
JETSTREAM	28	75 259670	3/18/97	2124015	12/23/97	12/23/07
KILLER BEE	28	74 610421	12/13/94	1966455	4/9/96	4/9/06
KILLER BEE and Design 	25	74 648784	3/20/95	1997989	9/3/96	9/3/06
LADY HAWK	28	75 259118	3/18/97	2144570	3/17/98	3/17/08
LADY STERLING	28	75 259116	3/18/97	2144569	3/17/98	3/17/08
LONG JON	28	75 259104	3/18/97	2325087	3/7/00	3/7/10
LYNX	28	72 370845	9/16/70	943571	9/26/72	9/26/02
LYNX	25	73 532130	4/15/85	1446493	7/7/87	7/7/07
NIGHT HAWK	28	75 259475	3/18/97	2124013	12/23/97	12/23/07
O/S PROJECT	28	75 259132	3/18/97	2140897	3/3/98	3/3/08
PARALLAX	28	73 568753	11/15/85	1399697	7/1/86	7/1/06
PATHMARK	28	75 259479	3/18/97	2132755	1/27/98	1/27/08
PATRIOT	28	73 568756	11/15/85	1399698	7/1/86	7/1/06
PAW, THE	28	75 040384	12/29/95	2013921	11/5/96	11/5/06
POINT BLANK	28	75 259194	3/18/97	2124012	12/23/97	12/23/07
POSITRAC	28	75 259100	3/18/97	2125832	12/30/97	12/30/07
POWER TAPER	28	74 701335	7/14/95	1984104	7/2/96	7/2/06
POWERTUNE	28	73 815731	7/31/89	1639182	3/26/91	3/26/01

US Registered Trademarks and Pending Applications

Mark	Int'l Class/Goods	Appl./ Serial No.	Appl. Filing Date	Registration Number	Registration Date	Expiration Date
PRECISION LITE	28	73 483777	6/6/84	1320963	2/19/85	2/19/05
PREDATOR	28	73496364	8/24/84	1351870	7/30/85	7/30/05
PURE BALANCE	28	75 259188	3/18/97	2140899	3/3/98	3/3/08
QUICK STRIKE	28	76/105038	8/8/00			
ROUGH RIDER	28	75414023	1/5/98	2258083	6/29/99	6/29/09
SEASONED PLAYER	28	75 259626	1/13/98	2129129	1/13/98	1/13/08
SHORT GAME SYSTEM	28	75 488618		2392567	10/20/00	10/20/10
SIGHT LINE	28	75 259627	3/18/97	2129130	1/13/98	1/13/08
SILVERSMITH	28	75 259189	3/18/97	2121889	12/16/97	12/16/07
SINGLE STROKE	28	75 259196	3/18/97	2193256	10/6/98	10/6/08
SNAKE EYES and Design	25, 28	74 442849	10/1/93	1889946	4/18/95	4/18/05
SOFT STROKE	28	75 259625	3/18/97	2129128	1/13/98	1/13/08
SONIC BOOM	28	75 259478	3/18/97	2156583	5/12/98	5/12/08
SONORA	28	75 259636	3/18/97	2301230	12/21/99	12/21/09
SONORA GOLF CO.	25	74729303	9/14/95	1987306	7/16/96	7/16/06
SPECIAL FORCE	28	75 259642	3/18/97	2129132	1/13/98	1/13/08
SPEED BUMPS	28	75 259187	3/18/97	2124011	12/23/97	12/23/07
STERLING	28	75 259629	3/18/97	2129131	1/13/98	1/13/08
STOP ACTION	28	75 259643	3/18/97	2129133	1/13/98	1/13/08
SUNDANCE	28	75 259483	3/18/97	2129127	1/13/98	1/13/08
SUPER TRACK	28	75 488650	5/20/98	2249691	6/1/99	6/1/09
TEXAS CLASSIC	28	75 259628	3/18/97	2190501	9/22/98	9/22/08
TEXAS WEDGE	28	75 086670	4/10/96	2047644	3/25/97	3/25/07
TIGRESS	28	73 496361	8/24/84	1356970	8/27/85	8/27/05
TOUR CAVITY	28	75 488655	5/20/98	2255633	6/22/99	6/22/09
TOUR TECH	28	75 259235	3/18/97	2140901	3/3/98	3/3/08
TRI-RAIL	28	75 259667	3/18/97	2129134	1/13/98	1/13/08
WEED CUTTER	28	75 259631	3/18/97	2124014	12/23/97	12/23/07
XPC	28	73 414814	2/24/83	1274437	4/17/84	4/17/04

SCHEDULE I

LICENSES

1. TRADEMARK SUB-LICENSE AGREEMENT effective January 1, 1999 by Golfsmith International, L.P. (Licensor) and Cobra Golf, Inc. (Licensee).

SPECIAL POWER OF ATTORNEY

TRADEMARK
REEL: 002270 FRAME: 0876

STATE OF _____)
 : ss.:
COUNTY OF _____)

On this _____ day of November, 2000, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Golfsmith International, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his name thereto by order of the Board of Directors of said corporation.

Notary Public
My Commission Expires:

SPECIAL POWER OF ATTORNEY

STATE OF Texas)
)
COUNTY OF Dallas) ss.:

KNOW ALL MEN BY THESE PRESENTS, that Golfsmith International, Inc., a corporation formed under the laws of Delaware, with its principal office at 11000 North IH-35, Austin, TX 78753-3195 (hereinafter called "Grantor"), pursuant to a Trademark Collateral Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes FOOTHILL CAPITAL CORPORATION, having a mailing address at 2450 Colorado Avenue, Suite 3000, Santa Monica, CA 90404 (hereinafter called the "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Grantor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Grantor in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Grantor and Agent, for the ratable benefit of the Agent and Lenders, and may not be revoked until the payment in full of all Secured Obligations as defined in such Security Agreement.

GOLFSMITH INTERNATIONAL, INC.

By: [Signature]
Name: MARK OSBORN
Title: VICE PRESIDENT

STATE OF Texas)
)
COUNTY OF Dallas) ss.:

On this 10th day of November, 2000, before me personally came Mark Osborn, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President of Golfsmith International, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his name thereto by order of the Board of Directors of said corporation.



[Signature]
Notary Public
My Commission Expires: June 3, 2003