

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PETRA CAPITAL, LLC		03/31/2008	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO RETAIL FINANCE II, LLC		
<b>Street Address:</b>	One Boston Place		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74594979	GOLF AMERICA	
<b>Serial Number:</b>	74594980	GOLF AMERICA STORES	
<b>Serial Number:</b>	74631712	GOLFWEAR FOR AMERICA'S GAME	
<b>Serial Number:</b>	75351956	G A GOLF AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)684-0314		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128897400		
<b>Email:</b>	hmlaw@att.net		
<b>Correspondent Name:</b>	Harlan M. Lazarus		
<b>Address Line 1:</b>	240 Madison Avenue		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Harlan M. Lazarus, Esq.		

OP \$115.00 74594979

**900105021**

**TRADEMARK**  
**REEL: 003766 FRAME: 0477**

Signature:	/hml/
Date:	04/24/2008
Total Attachments: 4 source=petra.release#page1.tif source=petra.release#page2.tif source=petra.release#page3.tif source=petra.release#page4.tif	

TERMINATION AND RELEASE  
OF TRADEMARK SECURITY AGREEMENT

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of March 31, 2008, by and between PETRA CAPITAL, LLC, a Georgia limited liability company (hereinafter referred to as the "Subordinated Lender") and WELLS FARGO RETAIL FINANCE II, LLC, fka Wells Fargo Retail Finance, LLC, fka Paragon Capital, LLC (hereinafter referred to as the "Senior Lender").

WHEREAS, pursuant to the terms of the Loan and Security Agreement, dated June 23, 1998 between the Subordinated Lender and Golf America Stores, Inc., a Maryland corporation, (hereinafter the "Company") and the Trademark, Copyright and Patent Security Agreement, dated June 23, 1998, between the Subordinated Lender and the Company, as amended, supplemented, extended, or otherwise modified from time to time, and recorded with the U.S. Patent and Trademark Office on June 29, 1998, at Trademark Reel 01747 and Frame 0857, the Company granted to the Subordinated Lender a security interest in and lien on its trademarks, trademark registrations, and trademark applications (such trademarks referred to herein as the "Named Trademarks"), including but not limited to the trademarks identified on Schedule A, and related licenses, rights, and goodwill (collectively, the "Trademark Collateral").

WHEREAS the Subordinated Lender and the Senior Lender entered into the Intercreditor Agreement dated June 23, 1998, as amended, supplemented, extended or otherwise modified from time to time and recorded with the U.S. Patent and Trademark Office on January 25, 1999 at Trademark Reel 1844 and Frame 0134, pursuant to which, among other things, Subordinated Lender subordinated its liens and security interests in the assets of Company to liens and security interests of Senior Lender in such assets;

WHEREAS, Company was the subject of an insolvency proceeding under the U.S. Bankruptcy Code and the obligations of Company to Senior Lender have not been repaid;

WHEREAS, pursuant to the terms of the Intercreditor Agreement, Subordinated Lender is not entitled to any of the assets of Company or any proceeds thereof until Senior Lender has been repaid in full;

WHEREAS, to facilitate Senior Lender's realization on its collateral, the Subordinated Lender has agreed to terminate and release its security interest and liens and all of its right, title and interest in each of the Named Trademarks and other Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subordinated Lender and the Senior Lender hereby agree as follows:

**Release and Assignment.** The Subordinated Lender hereby terminates and releases its security interest in and lien on all of the Company's Named Trademarks and other Trademark Collateral.

IN WITNESS WHEREOF, the Subordinated Lender has executed this Release to take effect as of the date first set forth above.

Petra Capital, LLC

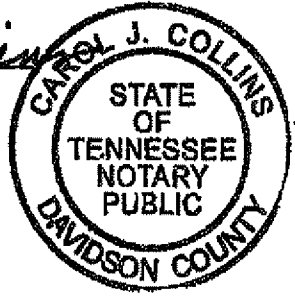
By: [Signature]  
Name: Robert A. Smith  
Title: Partner

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TENNESSEE )  
 )  
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31<sup>st</sup> day of March, 2008, personally appeared Robert A. Smith to me known personally, and who, being by me duly sworn, deposes and says that ~~he~~ she is an Partner of Petra Capital, LLC, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its managing member, and said Partner acknowledged said instrument to be the free act and deed of said limited liability company.

Carol J. Collins  
Notary Public



My Commission Expires:

**SCHEDULE A**

**Trademarks (USA)**

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Issue Date</u>
Golf America	74594979	2016814	11/19/1996
Golf America Stores	74594980	2189538	09/15/1998
Golfwear for America's Game	74631712	2005192	10/01/1996
Golf America Senior Tour Card	74631713		
Golfwear for America's Game	74631714	2001923	09/17/1996
Sockwear for America's Game	75075358	2107861	10/21/1997
G A Golf America	75351956	2463079	06/26/2001

**Trademarks (Canada)**

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
Golf America Stores	816,618	06/28/1996
Golf America	816,617	06/28/1996