

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>EWGS Intermediary, LLC</td> <td></td> <td>06/22/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Edwin Watts Golf Shops, LLC</td> <td></td> <td>06/22/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	EWGS Intermediary, LLC		06/22/2009	LIMITED LIABILITY COMPANY: DELAWARE	Edwin Watts Golf Shops, LLC		06/22/2009	LIMITED LIABILITY COMPANY: DELAWARE
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CORRESPONDENCE DATA													
<p>Fax Number: (312)862-2200 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 312-862-6371 Email: renee.prescan@kirkland.com Correspondent Name: Renee Prescan Address Line 1: 300 North LaSalle Street Address Line 2: Kirkland & Ellis LLP Address Line 4: Chicago, ILLINOIS 60654</p>													
ATTORNEY DOCKET NUMBER:	38233-267 RMP												

CH \$90.00 2569451

NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	06/24/2009
Total Attachments: 6 source=EW Trademark Security Agreement#page1.tif source=EW Trademark Security Agreement#page2.tif source=EW Trademark Security Agreement#page3.tif source=EW Trademark Security Agreement#page4.tif source=EW Trademark Security Agreement#page5.tif source=EW Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of June, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and EW GOLF HOLDING CORP., a Delaware corporation ("EW Golf").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Senior Subordinated Promissory Note dated as of the date hereof, between *EDWIN WATTS GOLF SHOPS, LLC, a Delaware limited liability company* ("*EWGS*") and EW Golf (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, (the "Note"), EW Golf is willing to make certain financial accommodations available to EWGS from time to time pursuant to the terms and conditions thereof;

WHEREAS, EW Golf is willing to make the financial accommodations to EWGS as provided for in the Note, but only upon the condition, among others, that Grantors shall have executed and delivered to EW Golf, that certain Security Agreement dated as of September 12, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to EW Golf 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to EW Golf a continuing first priority security interest in all of such 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to EW Golf, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to EW Golf, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of EW Golf 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to EW Golf with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize EW Golf unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from EW Golf's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Senior Subordinated Note Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Senior Subordinated Note Document clearly requires otherwise, the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance and


the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Trademark Security Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Trademark Security Agreement to "determination" by EW Golf include estimates honestly made by EW Golf (in the case of quantitative determinations) and beliefs honestly held by EW Golf (in the case of qualitative determinations). Any reference herein or in any other Senior Subordinated Note Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any requirement of a writing contained herein or in any other Senior Subordinated Note Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

EWGS INTERMEDIARY, LLC,
a Delaware limited liability company

By: 
Name: Lynda Barr
Title: Chief Financial Officer and
Treasurer

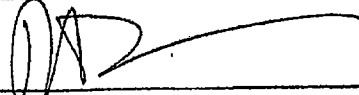
EDWIN WATTS GOLF SHOPS, LLC,
a Delaware limited liability company

By: 
Name: Lynda Barr
Title: Chief Financial Officer and
Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004011 FRAME: 0050

EW GOLF HOLDING CORP.

By: 
Name: Peter Y. Lee
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

Mark	Re./App. No.	Jurisdiction
EDWIN WATTS GOLF	2569451	United States
EDWIN WATTS GOLF SHOPS & Design	TMA338134	Canada
EDWIN WATTS GOLF	854754	Australia
THE WATTS GUYS	PENDING	United States
GOLF BETTER PODCASTS	77685596	United States
AMERICA'S GOLF CLUB	77267858 3621128	United States United States