Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fairway & Greene, Ltd.		11/20/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	People's United Bank
Street Address:	255 Bank Street
Internal Address:	Bridgeport Center
City:	Waterbury
State/Country:	CONNECTICUT
Postal Code:	06702-2219
Entity Type:	Banking Corporation: CONNECTICUT

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3332815	PUREFORMANCE
Registration Number:	3263094	PERFORMANCE BY NATURE
Serial Number:	77667875	RIGHT EDGE BY FAIRWAY & GREENE
Serial Number:	77268078	F&G
Serial Number:	77199975	F&G BY FAIRWAY & GREENE

CORRESPONDENCE DATA

900141633

(203)575-2600 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (203) 575-2629

Email: lfreed@carmodylaw.com

Correspondent Name: Arthur G. Schaier Address Line 1: 50 Leavenworth Street

Address Line 2: P.O. Box 1110

Address Line 4: Waterbury, CONNECTICUT 06721-1110

TRADEMARK

REEL: 004051 FRAME: 0638

ATTORNEY DOCKET NUMBER:	19273-351
NAME OF SUBMITTER:	Linda M. Freed
Signature:	/Linda M. Freed/
Date:	08/24/2009
Total Attachments: 10 source=F G_20090824114518#page1.tif source=F G_20090824114518#page2.tif source=F G_20090824114518#page3.tif source=F G_20090824114518#page4.tif source=F G_20090824114518#page5.tif source=F G_20090824114518#page6.tif source=F G_20090824114518#page7.tif source=F G_20090824114518#page8.tif source=F G_20090824114518#page9.tif source=F G_20090824114518#page9.tif source=F G_20090824114518#page10.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Trademark Security Agreement dated as of November 20, 2007 (as the same may be amended, modified, extended or restricted from time to time, the "<u>Trademark Security Agreement</u>") by and between Fairway & Greene, LTD. (the "<u>Grantor</u>") and People's United Bank (the "<u>Bank</u>"), the undersigned Grantor has granted to the Bank a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on <u>Schedule 1</u> attached hereto.

The Grantor and the Bank hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on <u>Schedule I</u> attached hereto (i) may only be terminated in accordance with the terms of the Trademark Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

[SIGNATURES ON FOLLOWING PAGE]

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very truty yours,
FAIRWAY & GREENE, LTD., a Delaware corporation
By: W. H. H.
Name: David Half
Title: Chief Executive Officer
Grantor's Address: Fairway & Greene, Ltd. Two Enterprise Drive Suite 505 Shelton, Connecticut 06484 Acknowledged and Accepted:
PEOPLE'S UNITED BANK
Ву:
Name: Richard M. Harmonay, Jr. Title: Vice President

FAIRWAY & GREENE, LTD. NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Very truly yours,

FAIRWAY & GREENE, LTD., a Delaware corporation

By:____

Name: David Hall

Title: Chief Executive Officer

Grantor's Address: Fairway & Greene, Ltd. Two Enterprise Drive Suite 505

Shelton, Connecticut 06484

Acknowledged and Accepted:

PEOPLE'S UNITED BANK

Name: Richard M. Harmonay, Jy

Title: Vice President

FAIRWAY & GREENE, LTD. NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Schedule 1

Fairway & Greene, Ltd. (Delaware Corporation)

U.S. Trademarks

Registered Marks

	Registration No.	Registration Date
PUREFORMANCE	3332815	11/06/07
PERFORMANCE	3263094	07/10/07

Pending Applications

Mark	Application No.	Filing Date
RIGHT EDGE BY FAIRWAY & GREENE	77667875	02/11/09
F&G and Design	77268078	08/30/07
F&G BY FAIRWAY & GREENE	77199975	06/07/07

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated November 20, 2007, by and between **FAIRWAY & GREENE**, LTD., a Delaware corporation having its principal place of business at Two Enterprise Drive, Suite 505, Shelton, Connecticut 06484 (the "Debtor"), and **PEOPLE'S UNITED BANK**, a Connecticut banking corporation having a banking office at Bridgeport Center, 255 Bank Street, Waterbury, Connecticut 06702-2219 (the "Secured Party").

Debtor and Secured Party agree as follows:

SECTION 1. Definitions; Interpretation.

- (a) <u>Terms Defined in Loan Agreement</u>. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.
- (b) <u>Certain Defined Terms</u>. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Loan Agreement" means that certain Loan and Security Agreement, dated as of the date hereof, among Debtor, Summit Golf Brands, Inc., Red Lion Manufacturing, Inc., Eastern Pacific Apparel, Inc. and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"<u>UCC</u>" means the Uniform Commercial Code as in effect in the State of Connecticut.

(c) <u>Terms Defined in UCC</u>. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

SECTION 2. Security Interest.

(a) <u>Grant of Security Interest</u>. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a lien upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "<u>Collateral</u>"):

- (i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of such properties and assets;
- (iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of such properties and assets and not otherwise described above; and
- (iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.
- (b) <u>Continuing Security Interest</u>. This Agreement shall create a continuing security interest and lien in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement.

This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or the other Loan Documents. The rights and remedies of Secured Party with respect to the security interests granted in the Agreement are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other Loan Documents.

SECTION 4. Representations and Warranties.

Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in <u>Schedule A</u>.

SECTION 5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement.

The provisions of this Agreement shall automatically apply to any new trademarks obtained by Debtor. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of Connecticut.

SECTION 9. Entire Agreement; Amendment.

This Agreement, the Loan Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. This Agreement may not

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be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

SECTION 10. Termination.

Upon payment and performance in full of all Obligations and the termination of the provisions of Section 4(b) of the Loan Agreement, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 11. No Inconsistent Requirements.

Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 12. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

Signed, sealed and delivered

in the presence of:

FAIRWAY & GREENE, LTD.

By: / Cill Broome

Its Chairman and Chief Executive Officer

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- James - Marine - Ma		By: Juhand	M. Harmony Jr. Harmonay, Jr.	
STATE OF CONNECTICUT)			
COUNTY OF NEW HAVEN) ss:)	: New Haven	November 20, 2007	
Personally appeared <u>Gill</u> LTD., a Delaware corporation, signa acknowledged the same to be his fre and deed of said corporation, before	er and see act a	sealer of the foreg nd deed as such of a Thomas R. Ca	chairman and the free act of the Superior Court	
STATE OF CONNECTICUT	`			
COUNTY OF NEW HAVEN) ss:)	New Haven	November 20, 2007	
Personally appeared Richard ^M · Harmonay, Jr., Vice President, of PEOPLE'S UNITED BANK, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such officer and the free act and deed of said bank, before me.				
		\ /		
		_/ /	~U (ant/>	
		Thomas R. Cand	,	
	2	Commissioner of	the Superior Court	
		My Commission	expires:	

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SCHEDULE A

The following is a list of trademark registrations and pending trademark applications. For purposes of this Agreement and without specifically reciting each filing, all applicable foreign equivalents of such trademark registrations and pending trademark applications listed below shall be deemed included in this list.

Worldwide Trademarks and Trademark Registrations

Federal trademark registrations owned by Fairway & Greene, Ltd.:

Registration No. 2,046,697 - Respect for the Game

Registration No. 2,090,179 - Clothes that Respect the Game

Registration No. 2,039,538 - Fairway & Greene

RECORDED: 08/24/2009