

**TRADEMARK ASSIGNMENT**

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
Golf Galaxy, LLC		08/17/2010	LIMITED LIABILITY COMPANY: MINNESOTA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2243224	EVERYTHING FOR THE GAME
Registration Number:	2232924	GOLF GALAXY
Registration Number:	2245678	GOLF GALAXY
Registration Number:	2686984	RAE'S CREEK
Registration Number:	3327714	BUILD A BETTER GAME
Registration Number:	3413275	TRY IT ON YOUR OWN TURF
Registration Number:	3416062	DEMO AT YOUR DOOR
Serial Number:	85118454	ALL GOLF, ALL THE TIME

**CORRESPONDENCE DATA**

Fax Number: (212)230-7735  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-318-6535  
 Email: traceybennett@paulhastings.com  
 Correspondent Name: Tracey D. Bennett

CH \$215.00 2243224

Address Line 1: c/o Paul, Hastings  
Address Line 2: 75 E. 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	56704.00084
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	09/03/2010

**Total Attachments: 82**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2004 (the "Trademark Security Agreement"), by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (each, a "Grantor" and collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Dick's Sporting Goods, Inc., a Delaware corporation ("Borrower"), the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to continue to make the Revolving Credit Loans and to continue to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by the other Grantors;

WHEREAS, Borrower, Agent and the parties signatory thereto from time to time as Lenders entered into that certain Credit Agreement dated as of February 1, 1996 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Credit Agreement");

WHEREAS, in order to induce the Lenders to continue to make Revolving Credit Loans and to incur Letter of Credit Obligations under the Original Credit Agreement, American Sports Licensing, Inc. (formerly known as Dick's Asset Management Corp.), a Delaware corporation ("ASL"), and Agent entered into that certain Security Agreement dated as of February 11, 1999 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Security Agreement");

WHEREAS, in furtherance of the intent of the parties under the Original Security Agreement, ASL entered into that certain Trademark Security Agreement, dated as of February 11, 1999 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Trademark Security Agreement");

WHEREAS, ASL and certain other Grantors have amended and restated the Original Security Agreement pursuant to that certain Second Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Subsidiary Security Agreement");

WHEREAS, each of the Grantors wishes to amend and restate the Existing Trademark Security Agreement on the terms and conditions set forth herein; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrower under the Credit Agreement, and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to continue to make the Revolving Credit Loans and to continue to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Trademark Collateral (as hereinafter defined) to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

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 Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the complete and timely payment of all the Obligations of Loan Parties now or hereafter existing from time to time (herein, the "Secured Obligations"), each Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 (for all Grantors, 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 such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Trademark except as set forth in Schedule I hereto. This Trademark Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office together with payment of the appropriate filing fees, perfected security interests in favor of Agent in all of Grantors' Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Trademark Security Agreement with the United States Patent and Trademark Office

and the filing of appropriate financing statements listed on Schedule I to the Subsidiary Security Agreement, together with payment of the appropriate filing fees, all actions necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Trademarks shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Agent, on behalf of Agents and Lenders, that from and after the date of this Trademark Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent promptly if it knows or has reason to know that any application or registration relating to any material Trademark (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding such Grantor's ownership of any material Trademark, its right to register the same, or to keep and maintain the same.

(b) If any Grantor, either directly or through any agent, employee, licensee or designee, shall file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency, such Grantor shall give Agent prior written notice thereof, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's, on behalf of Agent and Lenders, Lien on such Trademark, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions reasonably necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Trademark Collateral which is material to the business of the Loan Parties is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Trademark Collateral is in no way material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Trademark Collateral, whether by action, suit, proceeding or otherwise, as Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as Agent may otherwise request.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to

Agent, on behalf of itself and Lenders, pursuant to the Subsidiary Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral of such Grantor made and granted hereby are more fully set forth in the Subsidiary Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Trademark Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder shall include the Loan Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Loan Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Trademark Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Loan Party to become an Additional Grantor hereunder. This Trademark Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Trademark Security Agreement shall terminate upon the Termination Date.

10. EFFECT OF AMENDMENT AND RESTATEMENT. From and after the date hereof (the "Effective Date"): (a) the terms and conditions of the Existing Trademark Security

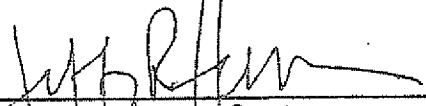
Agreement shall be amended as set forth herein and, as so amended, shall be restated in its entirety, but only with respect to the rights, duties and obligations among Grantors and the Agent accruing from and after the Effective Date; (b) this Trademark Security Agreement shall not in any way release or impair the rights, duties, Obligations or Liens created pursuant to the Existing Trademark Security Agreement (and such Liens shall continue without any diminution thereof and shall remain in full force and effect on and after the Effective Date) or affect the relative priorities thereof, in each case to the extent in force and effect thereunder as of the Effective Date, and all of such rights, duties, Obligations and Liens are assumed, ratified and affirmed by each Grantor; (c) the execution, delivery and effectiveness of this Trademark Security Agreement shall not operate as a waiver of any right, power or remedy of the Lenders or the Agent under the Existing Trademark Security Agreement, nor constitute a waiver of any covenant, agreement or obligation under the Existing Trademark Security Agreement, except to the extent that any such covenant, agreement or obligation is no longer set forth herein or is modified hereby; and (d) any and all references to the Existing Trademark Security Agreement in any Loan Document shall, without further action of the parties, be deemed a reference to the Existing Trademark Security Agreement, as amended and restated by this Trademark Security Agreement, and as this Trademark Security Agreement shall be further amended, restated, supplemented or otherwise modified from time to time.

[signature page follows]



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.

AMERICAN SPORTS LICENSING, INC.

By:   
Name: Jeffrey R. Hennion  
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: Charles Chiodo  
Name: Charles Chiodo  
Title: Authorized Signatory

STM/278243

TRADEMARK  
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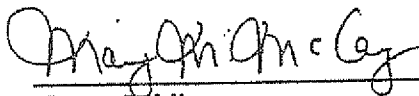
ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania

COUNTY OF Allegheny

ss.

On this 27<sup>th</sup> day of July, 2004 before me personally appeared Jeffrey Hennion, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AMERICAN SPORTS LICENSING, INC., who being by me duly sworn did depose and say that he 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 he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

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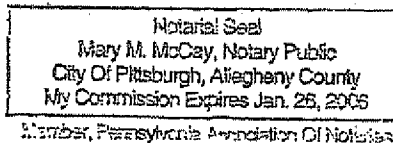


EXHIBIT A

COUNTERPART TO TRADEMARK SECURITY AGREEMENT

This counterpart, dated \_\_\_\_\_, [200\_\_], is delivered pursuant to Section 8 of that certain Amended and Restated Trademark Security Agreement dated as of July 28, 2004 (as from time to time amended, modified or supplemented, the "Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Loan Parties signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: \_\_\_\_\_  
Name:  
Title:

AMERICAN SPORTS LICENSING, INC.  
 INTELLECTUAL PROPERTY STATUS REPORT  
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US TM REG NO	IN REG DATE	ASSIGNEE	TRADEMARK	STATUS
1 73/727,422	05/09/88	1,534,790	04/11/09	AMERICAN SPORTS LICENSING	DICK'S CLOTHING & SPORTING GOODS & DESIGN	FILE CLOSED AT CLIENT'S REQUEST
2 73/727,423	05/09/88	1,557,325	09/19/89	AMERICAN SPORTS LICENSING	DICK'S CLOTHING & SPORTING GOODS	MAINTAINED
3 74/464,457	12/01/93	1,972,129	05/07/96	AMERICAN SPORTS LICENSING	NORTHEAST OUTFITTERS & DESIGN	FILE CLOSED AT CLIENT'S REQUEST
4 74/540,666	06/21/94	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	OUTDOOR DEPARTMENT STORE	FILE CLOSED AT CLIENT'S REQUEST
5 74/540,682	06/21/94	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FITNESS GEAR	FILE CLOSED AT CLIENT'S REQUEST
6 74/541,544	06/21/94	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	H.E.O. & DESIGN	FILE CLOSED AT CLIENT'S REQUEST
7 74/541,545	06/21/94	2,030,642	01/14/97	AMERICAN SPORTS LICENSING	NORTHEAST OUTFITTERS & DESIGN	REGISTERED
8 74/752,813	09/22/95	2,559,007	04/09/02	AMERICAN SPORTS LICENSING	BODY & SOLE & DESIGN	REGISTERED
9 75/055,690	02/09/96	2,763,029	09/16/03	AMERICAN SPORTS LICENSING	DICK'S CLOTHING & SPORTING GOODS & DESIGN	REGISTERED
10 75/055,898	02/09/96	2,110,346	11/04/97	AMERICAN SPORTS LICENSING	RIGHT PRICE PROMISE	REGISTERED
11 75/060,084	02/20/96	2,022,258	12/18/96	AMERICAN SPORTS LICENSING	GOT THAT LOW PRICE THING WORKING & DESIGN	FILE CLOSED AT CLIENT'S REQUEST
12 75/091,013	04/19/96	2,145,693	03/24/98	AMERICAN SPORTS LICENSING	FITNESS GEAR & LOGO	REGISTERED
13 75/094,015	04/26/96	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WE'LL SUPPLY THE STUFF, YOU SUPPLY THE DREAM	FILE CLOSED AT CLIENT'S REQUEST
14 75/102,768	05/13/96	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FRESHWATER & LOGO WITH COLORS	FILE CLOSED AT CLIENT'S REQUEST
15 75/102,769	05/13/96	2,191,733	09/29/98	AMERICAN SPORTS LICENSING	NEO NORTHEAST OUTFITTERS & LOGO	REGISTERED
16 75/102,770	05/13/96	2,092,843	09/02/97	AMERICAN SPORTS LICENSING	RIGHT STUFF, RIGHT PRICE & LOGO	REGISTERED
17 75/102,771	05/13/96	2,047,833	03/25/97	AMERICAN SPORTS LICENSING	AUTORACK TRADING CO & LOGO	REGISTERED

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INTELLECTUAL PROPERTY LAW FIRM OF JUGH & JAEGER, PA  
 1000 SUPERIOR BLVD., SUITE 302, HAZLETA, PA 17831, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.  
 INTELLECTUAL PROPERTY STATUS REPORT  
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US IN REG NO	IN REG DATE	ABE/QUE.	TRADEMARK	STATUS
18 75/148,071	08/12/96	2,736,909	07/15/03	AMERICAN SPORTS LICENSING	HE LOVE SPORTS AS MUCH AS YOU DO	REGISTERED
19 75/368,661	10/06/97	2,867,588	06/01/04	AMERICAN SPORTS LICENSING	SPORTS SCENE & LOGO	REGISTERED
20 75/501,510	06/12/98	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DICK'S SPORTING GOODS & DESIGN	PENDING
21 75/528,819	07/17/98	2,766,698	09/16/03	AMERICAN SPORTS LICENSING	GET INVOLVED & LOGO	REGISTERED
22 75/528,820	07/17/98	2,664,930	12/24/02	AMERICAN SPORTS LICENSING	GET INVOLVED	REGISTERED
23 75/568,558	10/13/98	2,384,046	09/05/00	AMERICAN SPORT LICENSING	STONE HILL	REGISTERED
24 75/626,989	01/25/99	2,559,313	04/09/02	AMERICAN SPORTS LICENSING	THE ULTIMATE ONLINE SPORTING GOODS STORE	REGISTERED
25 75/631,374	02/01/99	2,635,791	10/15/02	AMERICAN SPORTS LICENSING	OSGSPORTS.COM & LOGO	REGISTERED
26 75/631,600	02/01/99	2,621,710	09/17/02	AMERICAN SPORTS LICENSING	DICKSPORTS.COM & LOGO	REGISTERED
27 75/631,601	02/01/99	2,621,711	09/17/02	AMERICAN SPORTS LICENSING	DICKSPORTINGGOODS.COM & LOGO	REGISTERED
28 75/658,351	03/11/99	2,640,061	10/22/02	AMERICAN SPORTS LICENSING	DICKS	REGISTERED
29 75/658,352	03/11/99	2,559,355	04/09/02	AMERICAN SPORTS LICENSING	DICK'S	REGISTERED
30 75/658,353	03/11/99	2,643,282	10/29/02	AMERICAN SPORTS LICENSING	DICKS.COM	REGISTERED
31 75/658,354	03/11/99	2,663,283	10/29/02	AMERICAN SPORTS LICENSING	DICK'S.COM	REGISTERED
32 75/703,801 *	05/12/99	2,681,517	01/28/03	AMERICAN SPORTS LICENSING	DSPORTS.COM	REGISTERED
33 75/704,127 *	05/12/99	2,449,905	05/08/01	AMERICAN SPORTS LICENSING	DSPORTS	REGISTERED
34 75/725,726	06/09/99	2,556,622	04/02/02	AMERICAN SPORTS LICENSING	ONE CLICK AND YOU'RE IN THE GAME	REGISTERED
35 75/728,683 *	06/15/99	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ESPORT.COM	PENDING

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INTELLECTUAL PROPERTY LAW FIRM OF HUGH D. JAEGER, PA  
 1000 SUPERIOR BLVD., SUITE 302, HAZLETON, PA 15391-1873. TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.  
 INTELLECTUAL PROPERTY STATUS REPORT  
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US TM REF NO	TM REG DATE	ASSIGNEE	TRADEMARK	STATUS
36 75/720,731 *	06/15/99	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ESPORT	PENDING
37 75/799,226	09/13/99	2,360,386	06/20/00	AMERICAN SPORTS LICENSING	SEIZE THE D	REGISTERED
38 75/820,705	10/12/99	2,592,263	07/09/02	AMERICAN SPORTS LICENSING	POWER BOLT	REGISTERED
39 75/911,198 *	02/04/00	2,476,834	06/07/01	AMERICAN SPORTS LICENSING	THE ULTIMATE ONLINE SPORTING GOODS STORE	REGISTERED
40 76/052,261	05/19/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	YOU CAN'T PLAY WITHOUT THE SHOES	PENDING
41 76/052,262	05/19/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	YOU GOT TO HAVE THE SHOES	PENDING
42 76/052,263	05/19/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	PLAY FOR FREE	PENDING
43 76/066,562	06/08/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DSX	FILE CLOSED AT CLIENT'S REQUEST
44 76/081,871 *	07/03/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DIY	FILE CLOSED AT CLIENT'S REQUEST
45 76/081,872 *	06/30/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	D & DESIGN	FILE CLOSED AT CLIENT'S REQUEST
46 76/081,911 *	07/03/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	D	PENDING
47 76/081,912 *	07/03/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DRAWL	FILE CLOSED AT CLIENT'S REQUEST
48 76/082,067 *	07/03/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DSPORTSITY	FILE CLOSED AT CLIENT'S REQUEST
49 76/082,680 *	07/03/00	2,759,395	09/02/03	AMERICAN SPORTS LICENSING	DSPORTS.COM & DESIGN	REGISTERED
50 76/082,681 *	07/03/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	SEIZE THE D	FILE CLOSED AT CLIENT'S REQUEST
51 76/085,690	07/03/00	2,753,565	05/19/03	AMERICAN SPORTS LICENSING	COMFORT ZONE	REGISTERED
52 76/195,329	01/16/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	BASE CAMP	PENDING

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INTELLECTUAL PROPERTY LAW FIRM OF HUGH D JAEGER, PA  
 1000 SUPERIOR BLVD., SUITE 302, WAZATA, MI 48090, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.  
 INTELLECTUAL PROPERTY STATUS REPORT  
 AS OF 07/16/2006

US SERIAL NO	FILE DATE	US. IN. REG. NO	IN. REG. DATE	ASSIGNEE	TRADEMARK	STATUS
53 76/199,637	01/26/01	2,612,017	08/27/02	AMERICAN SPORTS LICENSING	AROUND THE WORLD SPORTS TOUR & DESIGN	REGISTERED
54 76/199,638	01/26/01	2,657,071	12/03/02	AMERICAN SPORTS LICENSING	FITNESS GEAR & DESIGN	REGISTERED
55 76/201,687	01/30/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FRESH WATER & DESIGN WITH COLORS	PENDING
56 76/205,231	02/06/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	STONE HILL PRODUCTIONS	FILE CLOSED AT CLIENT'S REQUEST
57 76/207,415	02/09/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	STONE HILL PERFORMANCE	FILE CLOSED AT CLIENT'S REQUEST
58 76/209,624	02/14/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	D-PRO	FILE CLOSED AT CLIENT'S REQUEST
59 76/214,726	02/23/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ULTIMATE OVER-NIGHTER	PENDING
60 76/225,616	03/19/01	2,752,885	07/01/03	AMERICAN SPORTS LICENSING	ATIVA	REGISTERED
61 76/255,113	05/11/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	HYDRO-PROOF	PENDING
62 76/255,114	05/11/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	THE LODGE	PENDING
63 76/256,776	05/18/01	2,790,436	12/23/03	AMERICAN SPORTS LICENSING	BLUE BREAKER	REGISTERED
64 76/263,785	05/30/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ACTION ZONE GAMES	FILE CLOSED PER CLIENT'S REQUEST
65 76/265,261	06/01/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	HIGHLAND GAMES	PENDING
66 76/291,497	07/30/01	2,743,813	07/29/03	AMERICAN SPORTS LICENSING	DBX	REGISTERED
67 76/304,386	08/27/01	2,725,492	06/10/03	AMERICAN SPORTS LICENSING	EVERY SEASON STARTS AT DICK'S	REGISTERED
68 76/306,648	08/30/01	2,714,742	05/06/03	AMERICAN SPORTS LICENSING	AMERICAN SPORTS LICENSING	REGISTERED
69 76/336,100	11/06/01	2,848,183	06/01/04	AMERICAN SPORTS LICENSING	NORTHEAST OUTFITTERS	REGISTERED
70 76/336,101	11/06/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FITNESS GEAR & DESIGN	FILE CLOSED AT CLIENT'S REQUEST



AMERICAN SPORTS LICENSING, INC.  
 INTELLECTUAL PROPERTY STATUS REPORT  
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US IN REG NO	IN REG DATE	ASSIGNEE	TRADEMARK	STATUS
71 76/534,102	11/06/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	THE BRAND FOR THE ACTIVE FEMALE	PENDING
72 76/534,103	11/06/01	2,744,156	07/29/03	AMERICAN SPORTS LICENSING	DBX	REGISTERED
73 76/534,104	11/06/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ATVIA & DESIGN	PENDING
74 76/561,565	01/23/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DOUGOUT AT DICK'S	PENDING
75 76/561,566	01/23/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	HOOPTONR	PENDING
76 76/594,613	04/10/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	CADET GOLF	PENDING
77 76/594,614	04/10/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	CLUB HUGGER	PENDING
78 76/407,075	05/10/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	4/5	PENDING
79 76/407,317	05/13/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ACUITY	PENDING
80 76/407,318	05/13/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	KET LARGO	FILE CLOSED AT CLIENT'S REQUEST
81 76/407,323	05/10/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	P/S	PENDING
82 76/407,324	05/10/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	7/0	PENDING
83 76/410,821	05/20/02	2,661,043	01/28/03	AMERICAN SPORTS LICENSING	CARPACK	REGISTERED
84 76/417,349	06/03/02	2,717,349	05/20/03	AMERICAN SPORTS LICENSING	SCORECARD	REGISTERED
85 76/428,108	06/27/02	2,785,698	11/25/03	AMERICAN SPORTS LICENSING	HYORO-DRI	REGISTERED
86 76/427,469	07/05/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	PRECISION IN MOTION	PENDING
87 76/434,405	07/24/02	2,855,566	06/22/04	AMERICAN SPORTS LICENSING	ACUITY & DESIGN	REGISTERED

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INTELLECTUAL PROPERTY LAW FIRM OF RUGH O JAEGER, PA  
 100 SUPERIOR BLVD., SUITE 302, HAYZATA, MN 55391-1873, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.  
 INTELLECTUAL PROPERTY STATUS REPORT  
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US IN REG NO	TM REG DATE	ASSIGNEE	TRADEMARK	STATUS
88 76/436,969	07/31/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	POWER BUTS	PENDING
89 76/452,896	09/20/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	BALLISTIC	PENDING
90 76/459,390	10/15/02	0,000,800	00/00/00	AMERICAN SPORTS LICENSING	MISCELLANEOUS DESIGN (5 BALLS)	PENDING
91 76/467,081	11/05/02	2,848,854	06/01/04	AMERICAN SPORTS LICENSING	RAVAGE (HELMETS)	REGISTERED
92 76/467,082	11/05/02	2,848,855	06/01/04	AMERICAN SPORTS LICENSING	ENGAGE (HELMETS)	REGISTERED
93 76/469,516	11/14/02	2,796,179	12/16/03	AMERICAN SPORTS LICENSING	GET READY	REGISTERED
94 76/471,777	11/25/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	VANGUISH	PENDING
95 76/473,778	11/25/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DESTINY	PENDING
96 76/471,779	11/25/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	RESONANCE	PENDING
97 76/471,780	11/25/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	VENGEANCE (BICYCLES & HELMETS)	PENDING
98 76/471,781	11/25/02	2,848,895	06/01/04	AMERICAN SPORTS LICENSING	ENGAGE (BICYCLES)	REGISTERED
99 76/471,782	11/25/02	2,848,896	06/01/04	AMERICAN SPORTS LICENSING	RAVAGE (BICYCLES)	REGISTERED
100 76/473,765	12/03/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	VENGEANCE (EXPANDED GOODS)	PENDING
101 76/473,766	12/03/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ILLUSTION	PENDING
102 76/473,767	12/03/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WARP SPEED	PENDING
103 76/481,771	01/07/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ATTIVA & DESIGN	PENDING
104 76/483,544	01/16/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	THE HAIG	PENDING

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INTELLECTUAL PROPERTY LAW FIRM OF HUGH D JAEGER, PA  
 1000 SUPERIOR BLDG., SUITE 302, WAZATA, MI 48091-1873, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.  
 INTELLECTUAL PROPERTY STATUS REPORT  
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	VS. INTL REG. NO	INTL REG. DATE	ASSIGNEE	TRADEMARK	STATUS
105 76/403,545	01/16/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WALTER BAGER	PENDING
106 76/408,050	02/06/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	IT'S AN ATTITUDE, NOT AN AGE	PENDING
107 76/496,701	03/05/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	YOUR FIRST LINE OF DEFENSE AGAINST WEATHER	PENDING
108 76/496,782	03/05/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	HYDROPROOFULTRA	PENDING
109 76/498,435	03/10/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	MOTION-FIT	PENDING
110 76/501,709	03/21/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	NORTHEAST OUTFITTERS WILDERNESS CANOE	PENDING
111 76/502,604	03/25/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WALTER BAGER	PENDING
112 76/508,329	04/07/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FOR A BALANCED LIFE	PENDING
113 76/508,330	04/07/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	CATHCALL	PENDING
114 76/516,718	05/02/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TIMBERLEAF	PENDING
115 76/524,107	06/13/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	IZZY ARNOT	PENDING
116 76/525,684	06/18/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ISLAWORADA FLATS	PENDING
117 76/543,246	08/26/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	RADIUS	PENDING
118 76/543,247	08/26/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	HERNACE	PENDING
119 76/556,982	10/22/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	CAIRN	PENDING
120 76/556,983	10/22/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TRAVERSE	PENDING
121 76/556,984	10/22/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ALTITUDE	PENDING
122 76/556,985	10/22/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	APPROACH	PENDING

INTELLECTUAL PROPERTY LAW FIRM OF RICH D JAEGER, PA  
 1000 SUPERIOR BLVD., SUITE 302, WYAZATA, MI 48391-1873, TELEPHONE: 952-475-1880

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AMERICAN SPORTS LICENSING, INC.  
 INTELLECTUAL PROPERTY STATUS REPORT  
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	VS TM REG NO	IN REG DATE	ASSIGNOR	TRADEMARK	STATUS
123 76/556,986	10/22/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TERRA VISTA	PENDING
124 76/557,934	11/06/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WHEN NATURE CALLS, WE CALL BACK	PENDING
125 76/557,935	11/06/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TUROA	PENDING
126 76/557,936	11/06/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	NATURE CALLS	PENDING
127 76/557,937	11/06/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	CARDRONA	PENDING
128 76/567,049	12/16/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	LEGENDS IN THE MAKING	PENDING
129 76/567,706	12/17/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TERRATHULA	PENDING
130 76/567,707	12/17/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ROSCENT	PENDING
131 76/570,650	01/07/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ROCHESTER CART BAG	PENDING
132 76/576,089	02/05/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WE LOVE SPORTS AS MUCH AS YOU DO	PENDING
133 76/581,947	03/19/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	LODGE OUTFITTERS (SERVICES)	PENDING
134 76/581,948	03/19/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	LODGE OUTFITTERS (GOODS)	PENDING
135 76/582,409	03/23/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FOCUS ON THE HUNT	PENDING
136 76/585,789	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	SWAMP TRACKER	PENDING
137 76/585,790	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	SILENT TRACKER	PENDING
138 76/585,791	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ICE FIELD	PENDING
139 76/585,792	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WOODSMAN	PENDING

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INTELLECTUAL PROPERTY LAW FIRM OF RUSH D JAEGER, PA  
 1000 SUPERIOR BLVD., SUITE 302, HAZLETA, PA 17830, TELEPHONE: 952-673-1880

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AMERICAN SPORTS LICENSING, INC.  
 INTELLECTUAL PROPERTY STATUS REPORT  
 AS OF 07/16/2004

<u>US SERIAL NO</u>	<u>FILE DATE</u>	<u>US. IN REG NO</u>	<u>IK REG DATE</u>	<u>ASSIGNEE</u>	<u>TRADEMARK</u>	<u>STATUS</u>
140 76/585,793	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	UPLAND HUNTER	PENDING
141 76/585,794	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ICE HUNTER	PENDING
142 76/585,795	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	BUCK HUNTER	PENDING
143 76/585,796	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TROPHY HUNTER	PENDING
144 76/585,797	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	SHAMP HUNTER	PENDING
145 76/585,390	04/22/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	RUN THE COURT	PENDING
146 76/585,391	04/22/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	RUN THE GAME	PENDING
147 76/585,392	04/22/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	THIS GAME IS MINE	PENDING
148 76/590,721	05/06/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	HOOPTOWN	PENDING
149 76/592,438	05/17/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	PHANTON	PENDING
150 76/592,439	05/17/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FROST	PENDING

INTELLECTUAL PROPERTY LAW FIRM OF RUGH D JAROSER, PA  
 1000 SUPERIOR BLDG., SUITE 302, MAYZATA, MN 55341-1873, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.  
 INTELLECTUAL PROPERTY STATUS REPORT  
 AS OF 07/16/2004

STATUS

TRADEMARK

ASSIGNEE

IN REG DATE

US IN REG NO

FILE DATE

US SERIAL NO

REGISTERED

WALTER HAGEN

AMERICAN SPORTS LICENSING

08/17/65

0,794,400

10/27/66

72/206,939

WALTER HAGEN TRADEMARKS (FROM WILSON SPORTING GOODS)

REG NO 870 222

BRITISH

REG NO 1467591

FRANCE

REG NO 1078632

GERMANY

REG NO 87566

IRELAND

REG NO 627048

JAPAN

REG NO 1466629

JAPAN

REG NO 1303249

JAPAN

REG NO 1998045

JAPAN

REG NO 2009276

JAPAN

REG NO 149239

CANADA

REG NO 53749

CANADA

PENDING

WALTER HAGEN

AMERICAN SPORTS LICENSING

00/00/00

0,000,000

12/24/02

76/677,790

-10-

INTELLECTUAL PROPERTY LAW FIRM OF HUGH D JAEGER, PA  
 1000 SUPERIOR BLVD., SUITE 302, HAYZATA, MN 55391-1073, TELEPHONE: 952-475-1080

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TRADEMARK

REEL: 004272 FRAME: 0577

AMERICAN SPORTS LICENSING, INC.  
 INTELLECTUAL PROPERTY STATUS REPORT  
 AS OF 07/16/2004

STATUS

TRADEMARKS

US SERIAL NO FILE DATE US TM REG NO IN REG DATE ASSIGNEE

FOREIGN SERVICE MARKS

75/501,510	06/12/98	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DICK'S SPORTING GOODS & DESIGN	PENDING
				CANADIAN TM APP 1156131 - FILED 09/27/02 - PENDING		
				MEXICAN TM APP 561863 - FILED 08/20/02 - PENDING		
76/483,545	01/16/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WALTER HAGEN	PENDING
				EUROPEAN TM APP 003 217 395 - FILED 06/09/03		
76/574,089	02/05/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WE LOVE SPORTS AS MUCH AS YOU DO	PENDING
				CANADIAN TM APP 1,214,949 - FILED 06/28/04		
				MEXICAN TM APP 658911 - FILED 05/31/04		

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INTELLECTUAL PROPERTY LAW FIRM OF HUGH D JAEGER, PA  
 1000 SUPERIOR BLVD., SUITE 302, WAZATA, MN 55391-1873, TELEPHONE: 952-475-1880

COUNTERPART TO TRADEMARK SECURITY AGREEMENT

This counterpart, dated February 13, 2007, is delivered pursuant to Section 8 of that certain Amended and Restated Trademark Security Agreement dated as of July 28, 2004 (as from time to time amended, modified or supplemented, the "Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Grantors signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

Schedule I of the Trademark Security Agreement is hereby supplemented with the information relating to the undersigned set forth as Schedule I hereto. All references in the Trademark Security Agreement to such Schedule shall be deemed to refer to such Schedule, as supplemented hereby.

GOLF GALAXY GOLFWORKS, INC.

By: Joseph R. Oliver  
Name: Joseph R. Oliver  
Title: Vice President



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Portfolio of Golf Galaxy GolfWorks:

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App.</u>	<u>Filing/Issue Date</u>
CER	U.S.	Registered	2721028 <sup>(1)</sup>	06-03-03
DISTANCE MASTER	U.S.	Renewed	1755530 <sup>(2)</sup>	03-02-93
FIBERSTEEL	U.S.	Registered	2955640 <sup>(2)</sup>	05-24-05
GOLFWORKS	U.S.	Registered	2287628 <sup>(3)</sup>	10-19-99
	U.S.	Registered	2603976 <sup>(4)</sup>	08-06-02
THE GOLFWORKS	U.S.	Renewed	1749856 <sup>(5)</sup>	02-02-93

<sup>1</sup> Registration covers golf clubs, golf club heads, golf club shafts and golf club grips.

<sup>2</sup> Registration covers golf club shafts.

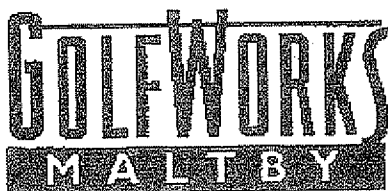
<sup>3</sup> Registration covers administration of a summer internship program for financially disadvantaged and minority youth in the fields of golf club management, golf course maintenance and golf shop operations. This mark was acquired from the MGA Foundation, and is licensed back to it.

<sup>4</sup> Registration covers clothing and sportswear, namely, shirts, sweaters, trousers, shorts, jackets and socks; headwear, and footwear; and retail store, mail order catalog, on-line retail and on-line ordering services, all featuring clothing, sportswear, headwear and footwear.

<sup>5</sup> Registration covers golf ball ring gauges; and gauges for use in the manufacture and repair of golf clubs; namely, golf club gauges, shaft gauges, shaft identification gauges, shaft tipping gauges, shaft butt gauges, contour gauges, radius gauges, loft gauges and grip size gauges; golf bags; golf clubs and components thereof and accessories therefor; namely, headcovers, zipper pouches, drawstring pouches, flag sticks, flags, cups, golf bag covers, rain hood covers, tripod golf bag stands, golf balls, golf bag liners, golf bag slings, non-motorized golf bag carts, golf grip scrub brushes, golf ball sacks, golf club cleaning brushes, golf club and golf ball display racks, combination divot repair tools and cradles for resting golf clubs on the green, protective socks for golf clubs, golf club assembly kits consisting primarily of golf club parts; long-handled devices fitted with plastic rings for retrieving golf balls from water; golf training aids in the nature of canvas with grids for improving golf swings; target nets; training golf clubs; training grips for golf clubs; bunkerboards; bags used to pick up golf balls; golf swing training aids in the nature of mirrors with markings for improving the swing; golf tees; vinyl discs for use as

(continued...)

U.S. Renewed 1211844<sup>(6)</sup> 10-05-82



U.S. Registered 2542857<sup>(7)</sup> 02-26-02  
THE GOLFWORKS Canada Registered 425177<sup>(8)</sup> 03-18-94

(...continued)

substitute golf tees; putting greens; hitting mats; golf training aids in the nature of braces and back support belts for improving swing positions; golf training aids in the nature of plastic devices for determining the speed of playing surfaces; impact bags for improving the strength of golf swings; golf swing aids in the nature of T-squares for use in determining foot and golf club placement; golf training aids for improving stance in the nature of wooden wedges; and cup reducers.

<sup>6</sup> Registration covers custom manufacture and repair of golf clubs; and custom design of golf clubs.

<sup>7</sup> Registration covers retail store services, mail order catalog services, computerized on-line retail services, and telephone shop at home services, all featuring golf clubs and components thereof, golf balls, golf bags, golf gloves, golf equipment, golf club assembly kits, gauges for use in the manufacture and repair of golf clubs, hand tools, machines and hardware for use in the manufacture and repair of golf clubs, golf training aids, clothing, golf towels, umbrellas, shoe trees, books and pre-recorded video tapes in the field of golf, golf clubs and golf club making, coolers, games, clocks and watches, costume jewelry, and gift and novelty items.

<sup>8</sup> Registration covers golf clubs and parts and components thereof and accessories therefor; kits for constructing, repairing and customizing golf clubs; golf gloves, golf bags; and golf training aids, namely, video tapes, audio tapes, photographs, instruction manuals, books, booklets, score cards, work sheets, indexes, putting guides, wrist and arm braces, club weights, alignment chalk, target nets, club grips, swing trainers, head covers, zipper pouches, grass discs, grass barrels, foam inserts, decals, weights, bunker boards, shag bags, stance mats, impact bag, swing mirror, training grips, swing memorizers, vinyl discs, tees, nets, putting greens, hitting mats, wrist controllers, belts, swing guides, flag sticks, flags, cups, hand guides, arm guides, arm bands, golf ball ring gauges, golf bag covers, rain hood covers, golf shirts and sweaters, tripod bag stands, golf caps, golf visors, golf balls, travel bags, garment bags, windbreakers, jackets, pants, rain hoods, rain hats, hand warmers, glove frames, catalogues, instruments for evaluating playing surfaces, sand trap training rings, posture guides, foot wedges, cup reducers, golf bag liners, labels, golf bag slings, golf bag carts, golf grip scrubbers, golf ball retrievers, toy golf clubs, balls, cups, flags and carts, umbrellas, sweatshirts, hats, shoe sacks, golf ball sacks, golf shoe

(continued...)

(...continued)

spike cleaners, drawstring pouches, golf club cleaner, socks, binders, golf towels, golf club cleaning brushes, shoulder strap cushions, stretch exercisers, hand exercisers, deodorizers, back support belts, ice packs, first aid kits, pneumatic armbands, golf club and golf ball display racks, shoe trees, combination divot repair tools and club cradles, tools and supplies for golf club installation, ferrule installer tools, ferrule turning support arms, ferrule turning belts, vises, vise pads, scales, clamps, blocks, rulers, screwdrivers, hacksaws, buffing gloves, drill bits, golf shaft cutters, drill stands, protractors, shaft tipping gauges, loft and lie machines, golf shaft holders, whipping machines, whipping loop pullers, whipping spool holders, sanders, sanding belts, sanding sleeves, sanding machine stands, buffing wheels, buffing wheel rakes, shaft gauges, insert pattern copiers, insert remover tools, awls, back screw hooks and scribes, driving plugs, ram rods, countersinks, heating rods, grip collar starters, motor switches, motor cords, steel hat sections, outlet plug boxes, pliers, golf club drying racks, electric heat guns, bench grinders, drill presses, drill bits, file handles, file cleaning tools, magnifying glasses, binocular magnifiers, drill chucks and keys, motor shaft arbors, slide rules, contour gauges, leverage blocks, back screw locator tools, arbor hold adaptor bushing, golf shaft cutoff wheels, shaft extractors, wheel arbors, drill press stands, switches and switch enclosures, motor mounting rails, club holders, vise pads, golf club shaft deflection boards, hosel straighteners, hosel protectors, golf shaft bending machines, shaft bending blocks, shaft extractors, electric heating rods, iron head remover tools, lock stitch sewing awl, drill sharpening fixtures, riveting blocks, punches, re-grooving tools, cutting and drilling oil, drill stops, screw and shaft extractors, tap/reamer/extractor wrenches, screw extractors, wrenches, chuck tighteners, grip bore cleaners, screw heaters, heating rods, flint spark starters, grip installers, grip collar starters, insert remover tools, golf club weight checkers, lead melting pots and stands, lead molds, protective glasses, goggles, iron rescoring nests, bubble levels, steel hand stamps, wood stains, stain-filled marking pens, wood fillers, paint, enamel, primer, sealer, polyurethane, polyurethane preservative, solvent, paint brushes, polishing compounds, nelsonite, sanding machines, metal stands, sponge rubber tubing, steel wool arbors, buffing wheels, steel wool roll holders, sisal wheels, thermometers, buffing wheel rakes, paint mixing tools, cloth sanding rolls, finishing paper, buffing compound, epoxy, epoxy cleaner, hand cleaner, golf club drying boxes, grip solvent, pressure sensitive disks for use in refinishing woods, aluminum oxide sand, bristle brushes, burlap, tack rags, staining and filling cloth, dipping containers for stains and fillers, cans, squeeze bottles, paint strainers, mixing cups, soleplate masks, paint can spouts, tools for customizing the length and lie of a putter, display racks, labels, magnetic lie angle tools, canvas grids, wooden organizers, aprons, magnetic vehicle signs, license plate frames, decals, buttons, bumper stickers, tool trays, repair tags, protector socks for golf clubs, tool holder clips, storage bins and racks; hand tools, namely, wrenches, center punches, chisels, reamers, hammers, punches, files, rasps, and drills; gauges used in the manufacture and repair of golf clubs, namely, radius gauges, loft gauges, shaft identification gauges, shaft butt gauges, grip size gauges, and golf club gauges; hand tools, namely, wrenches, center punches, chisels, reamers, hammers, punches, files, rasps, and drills; gauges used in the manufacture and repair of golf clubs, namely, radius gauges, loft gauges, shaft identification gauges, shaft butt gauges, grip size gauges, and golf club gauges; golf clubs and parts and components thereof and accessories therefor; kits for constructing, repairing and customizing golf clubs; golf gloves; golf bags; and golf training aids; custom manufacture and repair of golf clubs; and custom design of golf clubs.

(continued...)

THE GOLFWORKS	Japan	Renewed	2532490 <sup>(9)</sup>	04-28-93
			2712457	02-29-96
			3239342	12-25-96
			3295865	04-25-97
			4067521	10-09-97
			3337976	08-08-07
	United Kingdom	Renewed	1423424 <sup>(10)</sup>	09-18-92
		Renewed	1423422 <sup>(11)</sup>	03-29-90
THE GOLFWORKS	United Kingdom	Renewed	1423423 <sup>(12)</sup>	03-29-90
GRIP ONE	U.S.	Renewed	1805432 <sup>(13)</sup>	11-16-93
HERO	U.S.	Registered	1482500 <sup>(14)</sup>	03-29-88
LOGIC KIDZ	U.S.	Registered	2411185 <sup>(14)</sup>	12-05-00

(...continued)

<sup>9</sup> The Japanese registrations cover a broad array of goods, comparable to those identified in the U.S. registrations.

<sup>10</sup> Registration covers golf club heads, golf club shafts and golf club grips, all for sale as part of a kit; golf clubs and parts and components thereof; golf bags; golf training aids.

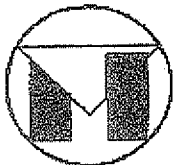
<sup>11</sup> Registration covers Hand tools, wrenches; center punches; chisels, reamers, hammers, punches, files, rasps and drills, all for use in the manufacture and repair of golf clubs.

<sup>12</sup> Registration covers Radius gauges; loft gauges; shaft identification gauges; shaft butt gauges; grip size gauges; golf club gauges; all being gauges for use in the manufacture and repair of golf clubs.

<sup>13</sup> Registration covers hand grips for golf clubs.

<sup>14</sup> Registration covers golf clubs.

LOGIC LADY	U.S.	Registered	2411186 <sup>(14)</sup>	12-05-00
LOGIC PRO	U.S.	Registered	2342595 <sup>(14)</sup>	04-18-00
LOGIC TECH	U.S.	Registered	2340169 <sup>(14)</sup>	04-11-00
MALTBY	U.S.	Registered	2380079 <sup>(15)</sup>	08-22-00
MALTBY	U.S.	Registered	3135752 <sup>(15)</sup>	08/29/06



**MALTBY  
DESIGN**

	U.S.	Registered	2841131 <sup>(16)</sup>	05-11-04
PERFECT MATCH	U.S.	Registered	1409594 <sup>(14)</sup>	09-16-86
SAND PUTTER	U.S.	Registered (Supplemental Register)	2273154 <sup>(17)</sup>	08-24-99
TARGET	U.S.	Registered	1406892 <sup>(14)</sup>	08-26-86
THIRD WEDGE	U.S.	Registered	1547525 <sup>(14)</sup>	07-11-89
TOSKI	U.S.	Registered	2453584 <sup>(18)</sup>	05-22-01

<sup>15</sup> Registration covers golf clubs and golf club heads.

<sup>16</sup> Registration covers hand tool workstations comprised of a clamp, integral protractor and bending lever, for use in measuring and bending the loft and lie angles of golf clubs; hand tools, namely, golf club shaft extractors and golf club shaft extractors with an integral clamp; golf club scales; laser transmitters with integral clamps for use in measuring golf-club frequency; gauges for use in the manufacture and repair of golf clubs; namely, golf club gauges, radius gauges, loft gauges and grip gauges; club accessories, namely, head covers; and educational services, namely, providing workshops and home-study courses on the fitting, assembly and repair of golf clubs.

<sup>17</sup> Registration covers golf club heads.

<sup>18</sup> Registration covers golf clothes, namely hats.

TOSKI GOLF	U.S.	Registered	2500670 <sup>(19)</sup>	10-23-01
TROUBLE OUT	U.S.	Registered	2171872 <sup>(20)</sup>	07-07-98
PURE TRACK	U.S.	Registered	2388596	09-19-00
ENGINEERING	U.S.	Pending	78901304 <sup>(21)</sup>	06-06-06
BETTER GOLF				
LTECH	U.S.	Pending	78959617 <sup>(22)</sup>	08-24-06

Circle "M" in connection  
with MALTRY U.S. Pending 78959918<sup>(23)</sup> 08-24-06



**MALTRY**

U.S. Pending 78959675<sup>(23)</sup> 08-24-06

© MALTRY

**MPF**

U.S. Pending 78959913<sup>(24)</sup> 08-24-06

MALTBY PLAYABILITY FACTOR	U.S.	Pending	78961825 <sup>(15)</sup>	08-24-06
M SERIES	U.S.	Pending	78901393	06-06-06
PRO STEEL	U.S.	Pending	78958848 <sup>(26)</sup>	08-23-06
PURE TRACK	U.S.	Pending	78972603 <sup>(26)</sup>	09-12-06
DM DISTANCE MASTER	U.S.	Pending	77081871	01-12-07

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<sup>25</sup> Registration covers golf club shafts.

<sup>26</sup> Registration covers golf club heads; golf clubs.

COUNTERPART TO TRADEMARK SECURITY AGREEMENT

This counterpart, dated February 13, 2007, is delivered pursuant to Section 8 of that certain Amended and Restated Trademark Security Agreement dated as of July 28, 2004 (as from time to time amended, modified or supplemented, the "Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Grantors signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

Schedule I of the Trademark Security Agreement is hereby supplemented with the information relating to the undersigned set forth as Schedule I hereto. All references in the Trademark Security Agreement to such Schedule shall be deemed to refer to such Schedule, as supplemented hereby.

GOLF GALAXY, INC.

By: 

Name: John Wolfe

Title: Vice President and Secretary



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

GOLF GALAXY, INC.  
TRADEMARK STATUS  
(UNITED STATES)

<u>No.</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Reg No.</u>	<u>Status</u>	<u>Due Date</u>
		<u>App Date</u>	<u>Reg Date</u>		
1	EVERYTHING FOR THE GAME  Service Mark  Words only	75208819  12/5/96	2243224  5/4/99	Registered  Assigned 9/23/98 to General Electric Capital Corporation (Security Interest) - Reel/Frame: 1805/0454 - 10/26/98  5/12/05 - Sect 8 & 15 affidavit (6 yr) accepted & acknowledged w/ USPTO	Sect 8 & 9 affidavit (10 yr) renewal due prior to 5/04/09
2	GOLF GALAXY  Service Mark  "golf" disclaimed  Words only	75320959  7/8/97	2232924  3/16/99	Registered  Assigned 9/23/98 to General Electric Capital Corporation (Security Interest) - Reel/Frame: 1805/0454 - 10/26/98  5/13/05 - Sect 8 & 15 affidavit (6 yr) accepted & acknowledged w/ USPTO	Sect 8 & 9 affidavit (10 yr) renewal due prior to 3/16/09
3	GOLF GALAXY  Service Mark  "golf" disclaimed  Words & Design	75400058  12/4/97	2245678  5/18/99	Registered  Assigned 9/23/98 to General Electric Capital Corporation (Security Interest) - Reel/Frame: 1805/0454 - 10/26/98  5/13/05 - Sect 8 & 15 affidavit (6 yr) accepted & acknowledged w/ USPTO	Sect 8 & 9 affidavit (10 yr) renewal due prior to 5/18/09
4	OUTWARD 9  Trademark  Words only	75926085  2/23/00	2550879  3/19/02	Registered	Sect 8 & 15 affidavit (6 yr) due prior to 3/19/08  Sect 8 & 9 affidavit (10 yr) renewal due prior to 3/19/12

TRADEMARK STATUS  
(UNITED STATES)

5	RAE'S CREEK	75890723	2686984	Registered	Sect 8 & 15 affidavit (6 yr) due prior to 2/11/09
	Trademark	1/7/00	2/11/03		
	Words only				Sect 8 & 9 affidavit (10 yr) renewal due prior to 2/11/13
6	TRY IT ON YOUR OWN TURF	78872475		Published	
	Service Mark	4/28/06			
	Words only				
7	DEMO AT YOUR DOOR	78872480		Published	
	Service Mark	4/28/06			
	Words only				
8	BUILD A BETTER GAME	78872486		Published	
	Service Mark	4/28/06			
	Words only				
9	RAE'S CREEK	76061713		Abandoned 12/14/01 Failure to respond to Official Action	
	Trademark	4/3/00			
	Words only				
10	MILL RIVER GOLF	75321285		Abandoned 6/12/99 Failure to file Statement of Use	
	Service Mark	07/08/97			
	Words only				

TRADEMARK STATUS  
(CANADA)

1	GOLF GALAXY	1127944	TMA599889	Registered	15 yr Renewal due prior to 1/19/2018
	Words only	01/14/2002	01/19/2004		Renewals in 15 yr periods thereafter
	"golf" disclaimed				
2	GOLF GALAXY	0875220	TMA549009	Registered	15 yr Renewal due prior to 7/31/2016
	Design + Words	04/15/1998	07/31/2001		Renewals in 15 yr periods thereafter
	"golf" disclaimed				
3	GOLF GALAXY	0866172		Abandoned 2/2/2002 - all extensions of time used	
	Words only	01/15/1998			
	"golf" disclaimed				

TRADEMARK STATUS  
(EUROPEAN UNION)

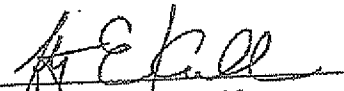
1	GOLF GALAXY	000853101	853101	Registered	10 yr Renewal due prior to 6/10/2008
		06/10/1998	029/20/1999		
					Renewals in 10 yr periods thereafter

COUNTERPART TO TRADEMARK SECURITY AGREEMENT

This counterpart, dated February 29, 2008, is delivered pursuant to Section 8 of that certain Amended and Restated Trademark Security Agreement dated as of July 28, 2004 (as from time to time amended, modified or supplemented, the "Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Grantors signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

Schedule I of the Trademark Security Agreement is hereby supplemented with the information relating to the undersigned set forth as Schedule I hereto. All references in the Trademark Security Agreement to such Schedule shall be deemed to refer to such Schedule, as supplemented hereby.

CHICK'S SPORTING GOODS, INC.

By:   
Name: Timothy E. Kullman  
Title: Senior Vice President  
and Assistant Secretary

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registration No. 1,952,333 - Chick's Sporting Goods

COUNTERPART TO TRADEMARK SECURITY AGREEMENT

This counterpart, dated March 20, 2008, is delivered pursuant to Section 8 of that certain Amended and Restated Trademark Security Agreement dated as of July 28, 2004 (as from time to time amended, modified or supplemented, the "Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Grantors signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

Schedule I of the Trademark Security Agreement is hereby supplemented with the information relating to the undersigned set forth as Schedule I hereto. All references in the Trademark Security Agreement to such Schedule shall be deemed to refer to such Schedule, as supplemented hereby.

DICK'S SPORTING GOODS, INC.

By: \_\_\_\_\_


Name: Timothy E. Kullman

Title: Executive Vice President, Finance,  
Administration & Chief Financial  
Officer

SCHEDULE I


SECTION I

**UNITED STATES REGISTERED MARKS**


Mark	Goods and/or Services	Owner	Status
A 10 (Stylized)  Reg. No. 2,809,056	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
AUSTRALIAN BLADE Reg. No. 1,238,974	Golf clubs (Class 28)	Taylor Made Golf Company, Inc.	Registered
BLACK MAX Reg. No. 1,106,190	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
BLUE MAX Reg. No. 876,434	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
D-TEC Reg. No. 3,057,649	Golf equipment, namely golf balls, golf clubs, golf club grips, wedges, irons, golf club heads, golf club shafts, and golf bags	Taylor Made Golf Company, Inc.	Registered
ELITE Reg. No. 816,071	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
GO FOR THE MAX Reg. No. 1,518,134	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
GOLD MAX Reg. No. 1,489,548	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
LARGECORE Reg. No. 2,568,562	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered on Supplemental Register
M3 Reg. No. 2,855,234	Golf equipment, namely golf clubs, golf grips, wedges, putters, shafts, golf balls, golf gloves, golf tees, golf club covers and golf bags (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAX DISTANCE Reg. No. 2,354,108	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered

Mark	Goods and/or Services	Owner	Status
MAX PLUS Reg. No. 1,491,319	Golf clubs (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAX.FLEX Reg. No. 2,448,993	Golf gloves (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 1,339,277	Golf gloves (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 164,526	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI MAXFLI Reg. No. 2,191,164	Umbrellas (Class 18) Rainwear, hats, visors (Class 25) Golf balls, golf clubs, golf gloves, golf club head covers, golf bags (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 2,718,785	Sports equipment, namely, golf balls, golf clubs, golf club head covers, golf bags, golf gloves (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI ELITE Reg. No. 2,589,157	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI FIRE Reg. No. 3,332,793	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI REVOLUTION Reg. No. 2,166,621	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI REVOLUTION Reg. No. 2,223,285	Hats (Class 25); Golf clubs, golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI XS Reg. No. 2,100,044	Golf gloves (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI XS Reg. No. 2,100,065	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI XS DISTANCE Reg. No. 2,219,731	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
MAXFLI XS TOUR Reg. No. 2,219,732	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
RED MAX	Golf clubs (Class 28)	Taylor Made Golf Company, Inc.	Registered



Mark	Goods and/or Services	Owner	Status
Reg. No. 1,489,555 REVOLUTION	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Registered
Reg. No. 2,248,176 REVOLUTION	Golf gloves and golf bags (Class 28)	Taylor Made Golf Company, Inc.	Registered
Reg. No. 2,546,349 Roundel DESIGN 	Golf equipment, namely golf clubs, golf balls, golf club grips, golf putters, golf club shafts, golf gloves, golf club covers and golf bags (Class 28)	Taylor Made Golf Company, Inc.	Registered
Reg. No. 3,001,655 SOFTMAX	Golf equipment, namely, golf gloves (Class 28)	Taylor Made Golf Company, Inc.	Registered
Reg. No. 2,811,108 TOUR FIRE	Golf clubs and golf club shafts (Class 28)	Taylor Made Golf Company, Inc.	Registered


**SECTION II - UNITED STATES PENDING APPLICATIONS**




Mark	Goods and/or Services	Owner	Status
BLACK MAX Serial No. 77/112,241	Golf equipment, namely golf clubs, golf club headcovers (Class 28)	Taylor Made Golf Company, Inc.	Pending - Allowed
BLACK MAX AND DESIGN  Serial No. 78/615,304	Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf clubheads, golf clubhead inserts, golf gloves, golf tees, golf club covers, and golf bags (Class 28)	Taylor Made Golf Company, Inc.	Pending - Allowed
BLUE MAX Serial No. 78/427,472	Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags (Class 28)	Taylor Made Golf Company, Inc. dba Taylormade-Adidas Golf Company	Pending - Allowed


Mark	Goods and/or Services	Owner	Status
RED MAX Serial No. 78/614,331	Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags (Class 28)	Taylor Made Golf Company, Inc.	Pending Allowed
SILVERMAX Serial No. 78/614,327	Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf club covers, and golf bags (Class 28)	Taylor Made Golf Company, Inc.	Pending Allowed
TOUR FIRE Serial No. 77/068834	Golf equipment, namely golf balls (Class 28)	Taylor Made Golf Company, Inc.	Pending Allowed


SECTION III - COMMON LAW MARKS

MARK	GOODS/ SERVICES	OWNER PER USPTO RECORDS	STATUS PER USPTO RECORDS
ROYAL MAXFLI Serial No. 78/340889	Golf equipment, namely, golf clubs, golf wedges, golf putters, golf shafts, golf balls, golf gloves and golf bags	Taylor Made Golf Company, Inc.	Abandoned
MAXPOWER Registration No. 954,381	Golf clubs (Class 28)	Taylor Made Golf Company, Inc.	Expired
MAXFLI CELEBRITY CHALLENGE Serial No. 76/206,673	Golf promotional tournament (Class 35)	Taylor Made Golf Company, Inc.	Abandoned
SILVER MAX Serial No. 73/185,603	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Cancelled

MARK	GOODS/ SERVICES	OWNER PER USPTO RECORDS	STATUS PER USPTO RECORDS
BLACK MAX Serial No. 73/474,813	Tennis rackets, frames and covers (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
BLACK MAX Serial No. 73/564,773	Golf clubs (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI MD Serial No. 74/019,912	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI (STYLIZED)  <b>Maxfli</b>  Serial No. 74/352,714	Umbrellas (Class 18); Hats and visors (Class 25); Golf balls, golf clubs, golf gloves, golf bags and golf club head covers (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI Serial No. 74/352,715	Umbrellas (Class 18); Hats and visors (Class 25); Golf balls, golf clubs, golf gloves, golf bags and golf club head covers (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI SLX Serial No. 74/539,018	Golf gloves (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAX 357 AND DESIGN    Serial No. 74/494,041	Golf clubs (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI XD Serial No. 75/001,261	Golf gloves (Class 28)	Taylor Made Golf Company, Inc.	Cancelled

MARK	GOODS/ SERVICES	OWNER PER USPTO RECORDS	STATUS PER USPTO RECORDS
MAXFLI GO FOR THE MAX. AND DESIGN    Serial No. 74/067,496	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI XF Serial No. 75/001,262	Golf gloves (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI XF Serial No. 75/013,075	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI XD Serial No. 75/013,076	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI X-SERIES Serial No. 75/086,608	Golf balls and golf gloves (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
ROYAL MAXFLI Serial No. 75/127,456	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
RM AND DESIGN    Serial No. 75/127,457	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI RM AND DESIGN    Serial No. 75/130,458	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXPOWER Reg. No. 2,121,565	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI XT (STYLIZED) MAXFLI XT  Serial No. 75/322,378	Golf gloves (Class 28)	Taylor Made Golf Company, Inc.	Cancelled

MARK	GOODS/ SERVICES	OWNER PER USPTO RECORDS	STATUS PER USPTO RECORDS
MAXFLI HT (STYLIZED)  MAXFLI HT  Serial No. 75/333,925	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
MAXFLI MD TUNGSTEN  Serial No. 75/357,142	Golf balls (Class 28)	Taylor Made Golf Company, Inc.	Cancelled
BLUE MAX  Reg. No. 1,025,796	Golf clubs (Class 28)	Dunlop Slazenger Corporation	Expired
Design    Reg. No. 1,083,657	Golf balls (Class 28)	Dunlop Slazenger Corporation	Expired
GREEN MAX  Reg. No. 1,106,189	Golf balls (Class 28)	Dunlop Maxfli Sports Corporation	Expired
RED MAX  Reg. No. 1,129,347	Golf balls (Class 28)	Dunlop Maxfli Sports Corporation	Cancelled
SILVER MAX  MAX 357  Reg. No. 1,332,354	Golf balls (Class 28)	Dunlop Slazenger Corporation	Cancelled
DIAMOND MAX  Reg. No. 1,384,503	Golf clubs (Class 28)	Dunlop Maxfli Sports Corporation	Cancelled
BLACK MAX  Reg. No. 1,395,928	Golf clubs (Class 28)	Dunlop Maxfli Sports Corporation	Cancelled
POWER MAX  Reg. No. 1,499,742	Golf balls (Class 28)	Dunlop Slazenger Corporation	Cancelled
ACCU-MAX  Reg. No. 1,613,996	Golf clubs (Class 28)	Dunlop Slazenger Corporation	Cancelled

MARK	GOODS/ SERVICES	OWNER PER USPTO RECORDS	STATUS PER USPTO RECORDS
DYNAMAX Reg. No. 1,589,082	Golf clubs (Class 28)	Dunlop Slazenger Corporation	Cancelled
Rounded design  Reg. No. 1,547,550	Golf clubs (Class 28)	Dunlop Slazenger Corporation	Cancelled
MAXFLI ST Reg. No. 1,632,453	Golf balls (Class 28)	Dunlop Slazenger Corporation	Cancelled
MAXFLI DDH II Reg. No. 1,652,497	Golf balls (Class 28)	Dunlop Maxfli Sports Corporation	Cancelled
MAXFLI CD Reg. No. 1,768,144	Golf balls (Class 28)	Dunlop Maxfli Sports Corporation	Cancelled

SECTION IV - FOREIGN APPLICATIONS AND REGISTRATIONS PER COUNTRY

ARGENTINA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 2,200,057 Reg. Date: 9/9/1996	all products in class except automatic games played in machine that are token operated; kaleidoscopes; playing cards; confetti; party accessories such as rolled ribbon like papers; and small piece shredded paper	Taylor Made Golf Company, Inc.	Registered

AUSTRIA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 107237 Reg. Date: 10/31/1994	Gymnastics and sports articles not included in other classes	Taylor Made Golf Company, Inc.	Registered

BANGLADESH

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 10679 Reg. Date: 10/28/1942	Gymnastic and sporting articles of all kinds (except clothing)	Dunlop Holdings Limited (assignment filed on behalf of TMaG)	Registered

BENELUX

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 11818 Reg. Date: 06/30/1972	Golf balls	Taylor Made Golf Company Inc.	Registered

BOTSWANA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 5A8461 Reg. Date: 10/23/1984	Golf balls	Taylor Made Golf Company, Inc.	Registered

BRAZIL

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 800054784 Reg. Date: 10/19/1982	Articles for sports and games	Dunlop Limited	Registered



BRUNEI DARUSSALAM

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 9091 Reg. Date: 03/08/1979	Sporting articles	Taylor Made Golf Company, Inc.	Registered


BULGARIA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 00019787 Reg. Date: 1/26/1993	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered

CANADA

Mark	Goods and/or Services	Owner	Status
 Reg. No. TMA645497 Reg. Date: 08/09/2005	Athletic and sports bags, golf bags, bag covers, bats, visors, caps, golf balls, golf gloves, parts and fittings for all the aforesaid goods; Golf balls	Taylor Made Golf Company, Inc.	Registered
BLACK-MAX Reg. No. TMA409678 Reg. Date: 03/19/1993	Tennis rackets; racketball rackets; squash rackets; badminton rackets; golf putters; golf balls; golf clubs; suitcases, travelling bags and holdalls	Taylor Made Golf Company, Inc.	Registered
 App. No. 127716	Golf equipment, namely golf balls	Taylor Made Golf Company, Inc.	Pending



Mark	Goods and/or Services	Owner	Status
BLUE MAX Reg. No. 383279 Reg. Date: 04/19/1991	Squash rackets; racketball rackets and tennis rackets, golf balls and golf	Taylor Made Golf Company, Inc.	Registered
MAXFLI Registration No. TMDA32096 Reg. Date: 09/27/1922	Golf balls; golf clubs; golf gloves; golf umbrellas; golf bags; golf club head covers; shirts, skirts, sweaters, vests, rain suits; visors; golf caps, slacks, socks, sockettes.	Taylor Made Golf Company, Inc.	Registered
MAXPOWER Reg. No. TMA182498 Reg. Date: 04/14/1972	Golf clubs; tennis rackets; racquetball rackets; squash rackets; badminton rackets	Taylor Made Golf Company, Inc.	Registered
POWERMAX Reg. No. TMA385287 Reg. Date: 05/31/1991	Golf clubs	Taylor Made Golf Company, Inc.	Registered
RED MAX App. No. 1277115	Golf equipment; namely golf balls	Taylor Made Golf Company, Inc.	Pending
 Reg. No. TMA689839 Reg. Date: 06/14/2007	Golf equipment, namely, golf balls, golf gloves, golf club covers, and golf bags	Taylor Made Golf Company, Inc.	Registered
SILVER MAX App. No. 1277113	Golf equipment, namely golf balls	Taylor Made Golf Company, Inc.	Pending

CHILE

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 709024 Reg. Date: 11/16/2004	All goods in class 28	Taylor Made Golf Company, Inc.	Registered

CHINA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 656624 Reg. Date: 09/07/1993	Games and toys; appliances for gymnastics; sports appliances for golf	Taylor Made Golf Company, Inc.	Registered

COLUMBIA

Mark	Goods and/or Services	Owner	Status
MAXPLY Reg. No. 101494 Reg. Date: 08/10/1983	Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees	Taylor Made Golf Company, Inc.	Registered

CROATIA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. Ž921253 Reg. Date: 8/12/1996	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered

CYPRUS

Mark	Goods and/or Services	Owner	Status
MAXPLY Reg. No. 22992 Reg. Date: 09/16/1982	Toys, gymnastic and sporting articles (except clothes)	Taylor Made Golf Company, Inc.	Registered

CZECH REPUBLIC

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 171346 Reg. Date: 09/30/1992	Sporting articles, namely tennis rackets, squash rackets, badminton rackets; bags adapted for carrying the aforesaid goods; golf clubs, golf balls, golf bags, golf accessories, table tennis bats, table tennis balls, table tennis tables, table accessories, hockey sticks, hockey balls, hockey accessories, cricket bats, cricket balls, cricket accessories, darts, dartboards, tennis balls, squash balls, footballs, shuttlecocks; head covers for tennis rackets, squash rackets, badminton rackets and golf clubs; parts and fittings for all the aforesaid goods.	Taylor Made Golf Company, Inc.	Registered

DENMARK

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. VR198502046 Reg. Date: 07/19/1985	Sporting articles	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. VR199505171 Reg. Date: 08/04/1995	Clothing, footwear	Taylor Made Golf Company, Inc.	Registered

EGYPT

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 5378 Reg. Date: 3/24/1991	Games and playthings; gymnastic and sporting articles (except clothing) and not included in other classes	Dunlop Limited	Registered
MAXPLY Reg. No. 80894 Reg. Date: 09/23/1991	Games and playthings; gymnastic and sporting articles (except clothing) and not included in other classes	Dunlop Limited	Registered

EU

Mark	Goods and/or Services	Owner	Status
BLUE-MAX Reg. No. 4007531 Reg. Date: 01/18/2006	Golf equipment, namely, golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 001087774 Reg. Date: 07/03/2000	Leather and imitations of leather and goods made of these materials (not included in other classes); trunks and travelling bags; umbrellas, parasols and walking sticks; bags, sportsbags, holdalls and rucksacks; wallets, key cases, purses and pouches; golf umbrellas; golf umbrella seats; parts and fittings for the aforesaid goods (18); Clothing, footwear and headgear; sportswear; sports shoes; trainers; boots (25); Games and plaything; gymnastic and sporting articles not included in other classes; decorations for Christmas trees; parts and fittings for all the aforesaid goods (28)	Taylor Made Golf Company, Inc.	Registered

<p>MAXFLI ELITE</p> <p>Reg. No. 001686815 Reg. Date: 08/21/2001</p>	<p>Leather and imitations of leather and goods made of these materials (not included in other classes); trunks and travelling bags; umbrellas, parasols and walking sticks; bags, sportsbags, holdalls and rucksacks; wallets, key cases, purses and pouches; golf umbrellas; golf umbrella seats; parts and fittings for the aforesaid goods (18); Clothing, footwear and headgear; sportswear; sports shoes, trainers, boots (25); Games and plaything; gymnastic and sporting articles not included in other classes; decorations for Christmas trees; parts and fittings for all the aforesaid goods (28)</p>	<p>Taylor Made Golf Company, Inc.</p>	<p>Registered</p>
<p>MAXFLI REVOLUTION</p> <p>Reg. No. 00740571 Reg. Date: 09/27/1999</p>	<p>Leather and imitations of leather and goods made of these materials (not included in other classes); trunks and travelling bags; umbrellas, parasols and walking sticks; bags, sportsbags, holdalls and rucksacks; wallets, key cases, purses and pouches; golf umbrellas; golf umbrella seats; parts and fittings for the aforesaid goods (18); Clothing, footwear and headgear; sportswear; sports shoes, trainers, boots (25); Games and plaything; gymnastic and sporting articles not included in other classes; decorations for Christmas trees; parts and fittings therefor (28)</p>	<p>Taylor Made Golf Company, Inc.</p>	<p>Registered</p>

FINLAND

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 121283 Reg. Date: 08/20/1992	Games and playthings; gymnastics and sporting articles	Taylor Made Golf Company, Inc.	Registered

FRANCE

Mark	Goods and/or Services	Owner	Status
BLACK MAX Reg. No. 1269700 Reg. Date: 04/25/1984	Games; toys; gymnastics apparatus and sport	Taylor Made Golf Company, Inc.	Registered
BLJEMAX Reg. No. 1269708 Reg. Date: 04/24/1984	Games, toys; gymnastics apparatus and sport	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 1499192 Reg. Date: 11/21/1988	Sports or golf balls	Taylor Made Golf Company, Inc.	Registered

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 1404257 Reg. Date: 11/05/1986	Golf carts; leather and imitations of leather; goods made from these materials not included in other classes; animal skins; trunk and traveling bags; bags not included in other classes; holdalls bags; beach bags; traveling bags; sport bags; umbrellas; parasols and walking sticks; whips and harness and saddlery; clothing; footwear; headgear; golf shoes; sport gloves; clothing and footwear; dressing gowns; belts; vests; t-shirts; shorts; footwear; socks; headgear; caps; head bands; games and playthings; gymnastic articles; sporting articles including golf clubs; sticks; bags; trolleys and rubber hits for golf clubs; golf balls; cases for golf clubs; tennis rackets and balls; racket frames; squash balls; badminton rackets; shuttlecocks; tennis nets; cases for rackets; rackets; sport balls; table tennis balls; table rackets; bats; squash rackets	Taylor Made Golf Company, Inc.	Registered
MAXFLI MD Reg. No. 1664886 Reg. Date: 03/26/1990	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered
MAXFLITE Reg. No. 1269692 Reg. Date: 04/25/1984	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered
RED MAX Reg. No. 1269709 Reg. Date: 04/25/1984	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered

Mark	Goods and/or Services	Owner	Status
ROYAL MAXFLI Reg. No. 1308422 Reg. Date: 05/07/1985	Games and playthings; gymnastic and sporting articles not included in other classes; golf clubs	Taylor Made Golf Company, Inc.	Registered
SILVER MAX Reg. No. 1269710 Reg. Date: 04/25/1984	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered

GERMANY

Mark	Goods and/or Services	Owner	Status
MAX Reg. No. DT1179765 Reg. Date: 08/02/1991	Games, toys; gymnastic and sporting apparatus	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. DE2011499 Reg. Date: 03/19/1992	Goods of leather and imitations of leather, namely bags and other not for the aforesaid objects fitted containers and small leather goods, as wallets, wallets, cases for keys, travel and suit cases, bags, pouches and sacks, travelling sets, rain and parasols, namely such for travel and sports purposes; clothing, footwear and headgear, all also for travel and sports purposes; gym and sporting articles, namely gym and sporting, toy balls for gym and sports purposes and ball racquets	Taylor Made Golf Company, Inc.	Registered
MAXFLI MD Reg. No. DT1182736 Reg. Date: 12/03/1991	Gym and sporting	Taylor Made Golf Company, Inc.	Registered



GHANA

Mark	Goods and/or Services	Owner	Status
MAXPLY Reg. No. 500403/11/1948	Tennis, badminton, squash rackets.	Taylor Made Golf Company, Inc.	Registered

HONG KONG

Mark	Goods and/or Services	Owner	Status
MAX FLI Reg. No. 19883992 Reg. Date: 12/09/1988	Golf clubs, golf shafts and golf balls	Taylor Made Golf Company, Inc.	Registered
MAXFLI REVOLUTION Reg. No. 2003B03981 Reg. Date: 03/04/1999	Games and playthings; gymnastic and sporting articles not included in other classes; sporting articles for use in the game of golf; golf balls; parts and fittings for all the aforesaid goods	Taylor Made Golf Company, Inc.	Registered
MAX PLUS Reg. No. 1993B05136 Reg. Date: 09/30/1991	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered

HUNGARY

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 133123 Reg. Date: 1/4/1993	Games and playthings, gymnastics and sporting articles	Taylor Made Golf Company, Inc.	Registered

ICELAND

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 696/1991 Reg. Date: 6/28/1991	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered

IRELAND

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 43993 Reg. Date: 11/14/1933	Games of all kinds and sporting articles	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 49448 Reg. Date: 4/22/1922	Golf balls	Taylor Made Golf Company, Inc.	Registered
MAXPLY Reg. No. 65655 Reg. Date: 05/16/1963	Racquets for tennis and badminton	Taylor Made Golf Company, Inc.	Registered

INDIA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 649306 Reg. Date: 3/10/2005	Games and playthings, gymnastic and sporting articles	Dunlop Ltd.	Registered

INDONESIA


Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 454415 Reg. Date: 10/09/2000	Games and playthings; gymnastic and sporting articles (except costumes)	Taylor Made Golf Company, Inc.	Registered



Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 442748 Reg. Date: 9/14/1989	Holdalls, parasols, umbrellas	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 442749 Reg. Date: 9/14/1989	All types of clothing including footwear	Taylor Made Golf Company, Inc.	Registered

ISRAEL

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 92046 Reg. Date: 11/03/1995	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered

IR/MADRID PROTOCOL

Mark	Goods and/or Services	Owner	Status - Per WIPO Records
 <p>Reg. No. 770763 Reg. Date: 11/30/2001</p> <p>(Designated China, Greece, Ireland, Italy, Japan, Sweden, Switzerland, Turkey, Austria, Benelux, Czechoslovakia, Spain, Finland, France, Hungary, Poland, Portugal, Denmark and Germany)</p>	Leather and imitations of leather and goods made of these materials (not included in other classes); trunks and travelling bags; umbrellas, parasols and walking sticks; bags, sports bags, holdalls and rucksacks; wallets, key cases, purses and pouches; golf umbrellas; golf umbrella seats; parts and fittings for the aforesaid goods (18); Clothing, footwear and headgear; sportswear; sports shoes, trainers, boots (25); Games and plaything; gymnastic and sporting articles not included in other classes; decorations for Christmas trees; parts and fittings for all the aforesaid goods (28)	Taylor Made Golf Company, Inc.	Registered  (Protected in Int. Class 28 only in Switzerland, China, Greece, Ireland, Italy Japan and Sweden)

Mark	Goods and/or Services	Owner	Status - Per WIPO Records
 Reg. No. 874148 Reg. Date: 10/24/2005  (Designated China, European Union, Ireland, South Korea, Russia, Singapore)	Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf club heads, golf club head inserts, golf gloves, golf tees, golf club covers, and golf bags	Taylor Made Golf Company, Inc.	Registered  (Refusal in Russia)
MAXFLI  Reg. No. 697839 Reg. Date: 08/10/1998  (Designated China)	Articles of luggage, travel bags, holdalls and golf umbrellas (18); Articles of sports clothing; articles of outer clothing; socks (for wear) and stockings; footwear (25)	Taylor Made Golf Company, Inc.	Registered
MAXFLI FIRE  Reg. No. 914287 Reg. Date: 01/23/2007  (Designated China, European Union)	Golf balls	Taylor Made Golf Company, Inc.	Registered
RED MAX  Reg. No. 874137 Reg. Date: 10/24/2005  (Designated China, European Union, Ireland, South Korea, Russia, Singapore)	Golf equipment, namely, golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags	Taylor Made Golf Company, Inc.	Registered  (Refusal in Russia)
  Reg. No. 855228 Reg. Date: 02/08/2005  (Designated Australia, China, European Union, Ireland, Japan, South Korea, Singapore)	Golf equipment, namely, golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags	Taylor Made Golf Company, Inc.	Registered  (Refusal in Ireland, Japan, South Korea, and Singapore)

Mark	Goods and/or Services	Owner	Status - Per WIPO Records
SILVER MAX Reg. No. 874138 Reg. Date: 10/24/2005  (Designated China, European Union, Ireland, South Korea, Russia, Singapore)	Golf equipment, namely, golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags	Taylor Made Golf Company, Inc.	Registered  (Refusal in Russia)

ITALY

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 833592 Reg. Date: 1/18/2001	Games, playthings, gymnastic articles and for the sports (except goods of clothing)	Dunlop Ltd. (assignment on behalf of TMaG filed)	Registered

JAMAICA

Mark	Goods and/or Services	Owner	Status
MAXPLY Reg. No. 5057 Reg. Date: 3/2/1948	Tennis, badminton and squash rackets	Taylor Made Golf Company, Inc.	Registered

JAPAN

Mark	Goods and/or Services	Owner	Status

Mark	Goods and/or Services	Owner	Status
<p>RED MAX</p> <p>Reg. No. 4979859</p> <p>Reg. Date: 08/18/2006</p>	<p>Golf balls; any other sports equipments; wax for skis; amusement machines and apparatus for use in amusement parks [excluding arcade video game machines]; toys for domestic pets; toys; dolls; go games; Japanese playing cards [Utagaruta]; Japanese chess [Shogi games]; dice; Japanese dice games [Sugoroku]; cups for dice; diamond games; chess games; checkers [checker sets]; conjuring apparatus; dominoes; playing cards; Japanese playing cards [Hanafuda]; mah-jong; game machines and apparatus; billiard equipment; fishing tackle; insect collecting equipments</p>	<p>Taylor Made Golf Company, Inc.</p>	<p>Registered</p>
<p>SILVER MAX</p> <p>App. No. 2006-023407</p> <p>App. Date: 03/15/2006</p>	<p>Golf balls; any other sports equipments; wax for skis; amusement machines and apparatus for use in amusement parks [excluding arcade video game machines]; toys for domestic pets; toys; dolls; go games; Japanese playing cards [Utagaruta]; Japanese chess [Shogi games]; dice; Japanese dice games [Sugoroku]; cups for dice; diamond games; chess games; checkers [checker sets]; conjuring apparatus; dominoes; playing cards; Japanese playing cards [Hanafuda]; mah-jong; game machines and apparatus; billiard equipment; fishing tackle; insect collecting equipments</p>	<p>Taylor Made Golf Company, Inc.</p>	<p>Pending</p>

KENYA

Mark	Goods and/or Services	Owner	Status
MAXPLY Reg. No. 3835 Reg. Date: 04/03/1948	Tennis, badminton and squash rackets	Taylor Made Golf Company, Inc.	Registered

LATVIA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. M 18 551 Reg. Date: 10/31/1994	Games and playthings; gymnastic and sporting articles not included in other classes	Taylor Made Golf Company, Inc.	Registered

LITHUANIA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 12687 Reg. Date: 10/26/1994	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered

MALAYSIA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 84003945 Reg. Date: 08/28/1984	Sporting article (except clothing)	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 5/016680 Reg. Date: 06/25/1973	Golf balls	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. R/012045 Reg. Date: 06/29/1973	Golf balls	Taylor Made Golf Company, Inc.	Registered
MAXFLI REVOLUTION App. No. 99002557 App. Date: 03/26/1999	Games and playthings; gymnastic and sporting articles not included in other classes; sporting articles for the use in the game of golf; golf balls; parts and fittings for all the aforesaid goods	Dunlop Slazenger Group Limited (assignment on behalf of TMaG filed)	Accepted

Mark	Goods and/or Services	Owner	Status
MAXPOWER Reg. No. M/D81582 Reg. Date: 03/07/1979	Sporting articles (other than clothing)	Taylor Made Golf Company, Inc.	Registered

MEXICO

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 384303 Reg. Date: 09/27/1990	Sporting goods	Taylor Made Golf Company, Inc.	Registered

NAMIBIA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 84/0189 Reg. Date: 03/21/1984	Golf clubs, golf bags, golf balls, golf club grips, and all other sporting articles included in this class	Taylor Made Golf Company, Inc.	Registered

NIGERIA

Mark	Goods and/or Services	Owner	Status
MAXPLY Reg. No. 5906 Reg. Date: 01/17/1949	Tennis, badminton & squash racquets	Taylor Made Golf Company, Inc.	Unknown - requested status from foreign associate.

NORWAY

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 156904 Reg. Date: 06/10/2003	Games and toys; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered

PAKISTAN

Mark	Goods and/or Services	Owner	Status
MAXFLI	Gymnastic and sporting articles of all kinds	Taylor Made Golf Company, Inc.	Registered



Reg. No. 2162 Reg. Date: 10/28/1942	(except clothing)		
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PHILIPPINES

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 031085 Reg. Date: 10/1/1982	Sporting articles for the game of golf including golf equipment, golf clubs, golf balls, golf gloves, golf bags	Taylor Made Golf Company, Inc.	Registered

PERU

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 102276 Reg. Date: 01/12/2005	Gymnasium, sport and golf articles and equipments not included in other classes	Taylor Made Golf Company, Inc.	Registered

POLAND

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 72727 Reg. Date: 06/11/1993	Games, playthings, gymnastics and sporting articles	Taylor Made Golf Company, Inc.	Registered

SINGAPORE

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. T9301552J Reg. Date: 03/03/1993	Sporting articles, namely tennis rackets, squash rackets, badminton rackets; bags adapted for carrying the aforesaid goods; golf clubs, golf bags, Golf ball retrievers, golf tees, golf ball markers, golf gloves; table tennis bats, table tennis balls, table tennis tables, table tennis nets, table tennis net posts, table tennis bat covers; hockey sticks, hockey balls, hockey bags, hockey goal keepers gloves, cricket bats, cricket balls, cricket bags, cricket stumps, cricket gloves, darts, dartboards, tennis balls, squash balls, footballs, shuttlecocks, headcovers for tennis rackets, squash rackets, badminton rackets and golf clubs; parts and fittings for all the aforesaid goods	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. T3902991H Reg. Date: 07/19/1939	Games and playthings; gymnastic and sporting articles; but not including golf balls	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. T3902990Z Reg. Date: 07/19/1939	Golf balls	Taylor Made Golf Company, Inc.	Registered
MAXPLY Reg. No. T3902992F Reg. Date: 07/19/1939	Rackets for tennis and badminton	Taylor Made Golf Company, Inc.	Registered
MAXFLI REVOLUTION Reg. No. T9901864E Reg. Date: 02/26/1999	Sporting articles for use in the game of golf; golf balls; parts and fittings for all the aforesaid goods	Taylor Made Golf Company, Inc.	Registered

SLOVENIA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 9180536 Reg. Date: 07/31/1997	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered

SOUTH AFRICA

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 22/00817 Reg. Date: 1/37/1923	Golf balls	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 71/04428 Reg. Date: 9/5/1972	Golf clubs	Taylor Made Golf Company, Inc.	Registered
MAXFLI/REVOLUTION Reg. No. 99/02894 Reg. Date: 08/20/2004	Games and playthings; gymnastic and sporting articles not included in other classes; sporting articles for use in the game of golf; parts, accessories and fittings for all the aforesaid goods.	Taylor Made Golf Company, Inc.	Registered

SOUTH KOREA

Mark	Goods and/or Services	Owner	Status
BLACK MAX Reg. No. 40-0646896- 00-00 Reg. Date: 1/11/2006	Golf grips; golf bags; with or without wheels; golf balls; golf clubs; putters; covers of golf clubs; shafts.	Taylor Made Golf Company, Inc.	Registered

SPAIN

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 1076438 Reg. Date: 11/05/1985	Sporting articles	Taylor Made Golf Company, Inc.	Registered

SRI LANKA

Mark	Goods and/or Services	Owner	Status
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MAXFLI	Golf balls	Dunlop Limited	Registered
Reg. No. 2743 Reg. Date: 10/9/1992			


SWEDEN

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 0203332 Reg. Date: 11/28/1986	Toys, games and playthings; gymnastics and sporting articles	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 0308699 Reg. Date: 02/16/1996	Clothing, footwear	Taylor Made Golf Company, Inc.	Registered
MAXFLI MD Reg. No. 0233944 Reg. Date: 05/08/1992	All products in Class 28	Taylor Made Golf Company, Inc.	Registered
MAXPOWER Reg. No. 0208411 Reg. Date: 12/11/1987	Golf articles	Taylor Made Golf Company, Inc.	Registered

SWITZERLAND

Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. P-333151 Reg. Date: 7/30/1984	Sporting articles	Taylor Made Golf Company, Inc.	Registered
MAXPLY Reg. No. 393283 Reg. Date: 6/4/1992	Tennis rackets and of game said Badminton	Taylor Made Golf Company, Inc.	Registered
POWERMAX Reg. No. 362819 Reg. Date: 7/29/1988	Games, playthings, gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered

TAIWAN

Mark	Goods and/or Services	Owner	Status
BLACK MAX Reg. No. 1221194 Reg. Date: 08/01/2006	Golf equipment, e.g., golf clubs, handles (golf club-), golf ball, golf gloves, golf bags, etc.	Taylor Made Golf Company, Inc.	Registered
 Reg. No. 1204958 Reg. Date: 04/16/2006	Golf equipment, e.g., golf clubs, handles (golf club-), golf ball, golf gloves, golf bags, etc.	Taylor Made Golf Company, Inc.	Registered
BLUE MAX Reg. No. 1204957 Reg. Date: 04/16/2006	Golf equipment, e.g., golf clubs, handles (golf club-), golf ball, golf gloves, golf bags, etc.	Taylor Made Golf Company, Inc.	Registered
RED MAX Reg. No. 1204956 Reg. Date: 04/16/2006	Golf equipment, e.g., golf clubs, handles (golf club-), golf ball, golf gloves, golf bags, etc.	Taylor Made Golf Company, Inc.	Registered
SILVER MAX Reg. No. 1204955 Reg. Date: 04/16/2006	Golf equipment, e.g., golf clubs, handles (golf club-), golf ball, golf gloves, golf bags, etc.	Taylor Made Golf Company, Inc.	Registered

THAILAND

Mark	Goods and/or Services	Owner	Status
MAXELI Reg. No. TM 1860 Reg. Date: 4/15/1973	Sporting articles, namely tennis rackets, squash rackets, badminton rackets; bag adapted for carrying the aforesaid goods; golf clubs; golf balls, golf bags; table tennis bats, table tennis balls, table tennis tables; hockey sticks, hockey ball; crickets bats, cricket balls; darts, dartboards, tennis balls, squash balls, footballs; shuttlecocks; head covered for tennis rackets; squash rackets, badminton rackets and golf clubs, strings and grips for tennis rackets, badminton rackets and squash rackets; grips for	Taylor Made Golf Company, Inc.	Registered

	golf clubs; table tennis nets		
MAXFLI REVOLUTION Reg. No. TM 143763 Reg. Date: 9/12/2001	Sporting articles for use in the game of golf; golf clubs; golf balls; golf bags; golf gloves; head covers; tees; golf club shafts and heads; golf club grips and weights	Taylor Made Golf Company, Inc.	Registered


TRINIDAD AND TOBAGO

Mark	Goods and/or Services	Owner	Status
MAXPLY Reg. No. No. 29 of 1948 Reg. Date: 06/22/1948	Tennis, badminton and squash racquets	Taylor Made Golf Company, Inc.	Registered

TURKEY

Mark	Goods and/or Services	Owner	Status
MAXPLY Reg. No. 109115		Taylor Made Golf Company, Inc.	Registered

UNITED KINGDOM

Mark	Goods and/or Services	Owner	Status
 Reg. No. 2287020 Reg. Date: 9/27/2002	Leather and imitations of leather and goods made of these materials (not included in other classes); trunks and traveling bags; umbrellas, parasols and walking sticks; bags, sports bags, holdalls and rucksacks; wallets, key cases, purses and pouches; golf umbrellas; golf umbrella seats; parts and fittings for the aforesaid goods (18); Clothing, footwear and headgear; sportswears; sports shoes, trainers, boots (25); Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees; parts and fittings for all the aforesaid goods (28)	Dunlop Slazenger International Limited (assignment filed on behalf of Taylor Made Golf Company, Inc.)	Registered
BLACK MAX Reg. No. 1244173 Reg. Date: 06/18/1985	Sporting articles	Taylor Made Golf Company, Inc.	Registered
BLUE MAX Reg. No. 1244174 Reg. Date: 06/18/1985	Sporting articles	Taylor Made Golf Company, Inc.	Registered
MAX Reg. No. 1487612 Reg. Date: 01/01/1992	Articles for playing the game of golf and for racquet sports	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 1416330 Reg. Date: 03/03/1990	Articles of luggage, travel bags, holdalls and golf umbrellas	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 425439 Reg. Date: 04/22/1992	Golf balls	Taylor Made Golf Company, Inc.	Registered
MAXFLI Reg. No. 546135 Reg. Date: 11/14/1933	Games and playthings; gymnastic and sporting articles	Taylor Made Golf Company, Inc.	Registered



Mark	Goods and/or Services	Owner	Status
MAXFLI Reg. No. 1248661 Reg. Date: 08/20/1985	Articles of sports clothing; articles of outer clothing; socks (for wear) and stockings	Taylor Made Golf Company, Inc.	Registered
MAXFLI ELITE Reg. No. 2234261 Reg. Date: 05/30/2000	Games and playthings; gymnastic and sporting articles not included in other classes; sporting articles for use in the game of golf excluding golf bags; parts and fittings for the aforesaid goods	Taylor Made Golf Company, Inc.	Registered
MAXPLY Reg. No. 1027197 Reg. Date: 03/26/1974	Sporting articles	Taylor Made Golf Company, Inc.	Registered
MAXPOWER Reg. No. 1014961 Reg. Date: 07/26/1973	Golf clubs	Taylor Made Golf Company, Inc.	Registered
RED MAX Reg. No. 1244175 Reg. Date: 06/18/1985	Sporting articles	Taylor Made Golf Company, Inc.	Registered
REVOLUTION Reg. No. 2156974 Reg. Date: 01/30/1998	Gymnastic and sporting articles for use in the games of golf, tennis, squash and badminton; golf balls; footballs, shin guards and goalkeeping gloves	Taylor Made Golf Company, Inc.	Registered
SILVER MAX Reg. No. 1244176 Reg. Date: 06/18/1985	Sporting articles	Taylor Made Golf Company, Inc.	Registered

VENEZUELA

Mark	Goods and/or Services	Owner	Status
MAXPLY Reg. No. F-106.198 Reg. Date: 02/08/1999	Toys, sport and game goods	Taylor Made Golf Company, Inc.	Registered

VIETNAM

Mark	Goods and/or Services	Owner	Status

MAXFLI Reg. No. 20956 Reg. Date: 06/05/1996	Luggage bags, travel handbags, travel bags, umbrellas, clothes, games and toys, sport articles	Taylor Made Golf Company, Inc.	Registered
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ZIMBABWE

Mark	Goods and/or Services	Owner	Status
MAXPLY Reg. No. 1445/1958 Reg. Date: 05/19/1958		Taylor Made Golf Company, Inc.	Registered

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
(GOLF GALAXY GOLFWORKS, INC.)

Mark	Country	Application #	File Date	Registration #	Registration Date	Status
CER	UNITED STATES	76/422,593	6/18/2002	2,721,028	6/3/2003	REGISTERED
CER	UNITED STATES	77/611,949	11/11/2008	3,612,398	4/28/2009	REGISTERED
DISTANCE MASTER	UNITED STATES	74/294,362	7/15/1992	1,755,530	3/2/1993	REGISTERED
DISTANCE MASTER	UNITED STATES	77/612,342	11/11/2008	3,626,918	5/26/2009	REGISTERED
DISTANCE MASTER (logo)	UNITED STATES	77/612,337	11/11/2008	3,612,399	4/28/2009	REGISTERED
DM DISTANCE MASTER	UNITED STATES	77/081,871	1/12/2007	3,576,741	2/17/2009	REGISTERED
ENGINEERING BETTER GOLF	UNITED STATES	78/901,304	6/6/2006	3,222,943	3/27/2007	REGISTERED
FIBERSTEEL	UNITED STATES	78/232,292	4/1/2003	2,955,640	5/24/2005	REGISTERED
GOLF GALAXY	CANADA	1,127,944	1/14/2002	TMA599,889	1/19/2004	REGISTERED
GOLF GALAXY	EUROPEAN UNION (CTM)	000853101	6/10/1998	000853101	9/20/1999	REGISTERED
GOLF GALAXY & DESIGN	CANADA	875,220	4/15/1998	TMA549,009	7/31/2001	REGISTERED
GOLFWORKS	UNITED STATES	75/518,732	7/14/1998	2,287,628	10/19/1999	REGISTERED
GRIP ONE	UNITED STATES	74/287,897	6/24/1992	1,805,432	11/16/1993	REGISTERED
KE4	UNITED STATES	77/294,691	10/3/2007	3,452,801	6/24/2008	REGISTERED
LOGIC LADY	UNITED STATES	75/549,534	9/8/1998	2,411,186	12/5/2000	REGISTERED
LTECH	UNITED STATES	78/959,617	8/24/2006	3,332,849	11/6/2007	REGISTERED
M MALTBY	UNITED STATES	78/959,918	8/24/2006	3,581,838	2/24/2009	REGISTERED
M MALTBY	UNITED STATES	78/959,675	8/24/2006	3,514,339	10/7/2008	REGISTERED
MALTBY	CANADA	1,287,591	1/26/2006	694929	8/28/2007	REGISTERED
MALTBY	UNITED STATES	78/716,413	9/20/2005	3,135,752	8/29/2006	REGISTERED
MALTBY PLAYABILITY FACTOR	UNITED STATES	78/961,825	8/28/2006	3,291,031	9/11/2007	REGISTERED
MPF	UNITED STATES	78/959,913	8/24/2006	3,258,517	7/3/2007	REGISTERED
M-SERIES	UNITED STATES	78/901,393	6/6/2006	3,297,821	9/25/2007	REGISTERED
N-GAGE	UNITED STATES	77/395,479	2/13/2008			ALLOWED
N-GAGE	UNITED STATES	77/978,625	2/13/2008	3,782,716	4/27/2010	REGISTERED
PRO STEEL	UNITED STATES	78/958,848	8/23/2006	3,258,486	7/3/2007	REGISTERED

Mark	Country	Application #	File Date	Registration #	Registration Date	Status
	STATES					
PURE TRACK	UNITED STATES	78/972,603	9/12/2006	3,332,882	11/6/2007	REGISTERED
TARGET	UNITED STATES	73/551,665	8/5/1985	1,406,892	8/26/1986	REGISTERED
THE GOLFWORKS	CANADA	669,871	11/7/1990	425177	3/18/1994	REGISTERED
THE GOLFWORKS	EUROPEAN UNION (CTM)	007545643	1/22/2009	007545643	12/10/2009	REGISTERED
THE GOLFWORKS	UNITED STATES	74/086,048	3/12/1990	1,749,856	2/2/1993	REGISTERED
THE GOLFWORKS	UNITED KINGDOM			1,423,424	3/29/1990	REGISTERED
THE GOLFWORKS	JAPAN			3,239,342	12/25/1996	REGISTERED
THE GOLFWORKS	JAPAN	4163/1992	1/20/1992	2712457	2/29/1996	REGISTERED
THE GOLFWORKS	JAPAN			3,295,865	4/25/1997	REGISTERED
THE GOLFWORKS	JAPAN			4,067,521	10/9/1997	REGISTERED
THE GOLFWORKS	JAPAN			3,337,976	8/8/1997	REGISTERED
THE GOLFWORKS	JAPAN			2,532,490	4/28/1993	REGISTERED
THE GOLFWORKS	UNITED STATES	73/187,247	9/27/1978	1,211,844	10/5/1982	REGISTERED
THE GOLFWORKS	UNITED STATES	77/528,690	7/22/2008			ALLOWED
TOSKI	UNITED STATES	75,533,742	8/10/98	2,453,584	5/22/01	REGISTERED
TOSKI GOLF	UNITED STATES	75/533,336	8/10/98	2,500,670	10/23/01	REGISTERED
TRICEPT	UNITED STATES	77/574,657	9/19/2008	3,652,566	7/7/2009	REGISTERED
TRICEPT AND DESIGN	UNITED STATES	77/574,643	9/19/2008	3,652,565	7/7/2009	REGISTERED
TROUBLE OUT	UNITED STATES	75/194,671	11/7/1996	2,171,872	7/7/1998	REGISTERED

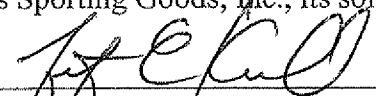
## COUNTERPART TO TRADEMARK SECURITY AGREEMENT

This counterpart, dated August 17, 2010, is delivered pursuant to Section 8 of that certain Amended and Restated Trademark Security Agreement dated as of July 28, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein but not defined shall have the meanings ascribed to them in the Trademark Security Agreement), among the Grantors signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

Schedule I of the Trademark Security Agreement is hereby supplemented with the information relating to the undersigned set forth as Schedule I hereto. All references in the Trademark Security Agreement to such Schedule shall be deemed to refer to such Schedule, as supplemented hereby.

**CHICK'S SPORTING GOODS, LLC**

By: Dick's Sporting Goods, Inc., its sole member

By:   
Name: Timothy E. Kullman  
Title: Executive Vice President, Finance,  
Administration & Chief Financial  
Officer

[SIGNATURE PAGE TO CHICK'S COUNTERPART TO TRADEMARK SECURITY AGREEMENT]

LEGAL\_US\_E # 88890900

**TRADEMARK**  
**REEL: 004272 FRAME: 0633**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

Trademark: Chick's Sporting Goods  
File Date: May 2, 1994  
Reg. Date: January 30, 1996  
Reg. #: 1952333  
Status: live

## COUNTERPART TO TRADEMARK SECURITY AGREEMENT

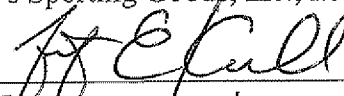
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**GOLF GALAXY, LLC**

By: Dick's Sporting Goods, Inc., its sole member

By: 

Name: Timothy E. Kulman

Title: Executive Vice President, Finance,  
Administration & Chief Financial  
Officer

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

MARK	COUNTRY	APPLICA TION #	FILE DATE	REGISTR ATION #	REGISTR ATION DATE	STATUS
EVERYTHING FOR THE GAME	UNITED STATES	75/208,819	12/5/1996	2,243,224	5/4/1999	REGISTERED
GOLF GALAXY	UNITED STATES	75/320,959	7/8/1997	2,232,924	3/16/1999	REGISTERED
GOLF GALAXY & Design (in color)	UNITED STATES	75/400,058	12/4/1997	2,245,678	5/18/1999	REGISTERED
RAE'S CREEK	UNITED STATES	75/890,723	1/7/2000	2,686,984	2/11/2003	REGISTERED
BUILD A BETTER GAME	UNITED STATES	78/872,486	4/28/2006	3,327,714	10/30/2007	REGISTERED
TRY IT ON YOUR OWN TURF	UNITED STATES	78/872,475	4/28/2006	3,413,275	4/15/2008	REGISTERED
DEMO AT YOUR DOOR	UNITED STATES	78/872,480	4/28/2006	3,416,062	4/22/2008	REGISTERED
ALL GOLF ALL THE TIME	UNITED STATES	85/118,454	8/30/2010			PENDING


## COUNTERPART TO TRADEMARK SECURITY AGREEMENT

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Schedule I of the Trademark Security Agreement is hereby supplemented with the information relating to the undersigned set forth as Schedule I hereto. All references in the Trademark Security Agreement to such Schedule shall be deemed to refer to such Schedule, as supplemented hereby.

GALYAN'S TRADING COMPANY, LLC

By: Dick's Sporting Goods, Inc., its sole member

By:   
Name: Timothy E. Kullman  
Title: Executive Vice President, Finance,  
Administration & Chief Financial  
Officer

[SIGNATURE PAGE TO GALYAN'S COUNTERPART TO TRADEMARK SECURITY AGREEMENT]

LEGAL\_US\_E # 88891032

**TRADEMARK**  
**REEL: 004272 FRAME: 0639**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

None.