

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golf & Tennis Pro Shop, Inc. d/b/a PGA TOUR Superstore		01/28/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	201 Meritt Seven		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3256972	THIS IS BIG	
CORRESPONDENCE DATA			
Fax Number:	(404)443-5697		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-443-5747		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Mike Parisi, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1170 Peachtree Street, Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2060238-0015 (GOLF PRO)		
NAME OF SUBMITTER:	Latosha E. Allen		
Signature:	/Latosha E. Allen/		

900182714

TRADEMARK  
 REEL: 004464 FRAME: 0433

OP \$40.00 3256972

Date:

01/31/2011

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 28, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION** (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 28, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among **GOLF & TENNIS PRO SHOP, INC.**, a Georgia corporation doing business as PGA TOUR Superstore, any other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1.     Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2.     Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses (to the extent not prohibited by the IP Licenses) providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

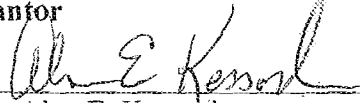
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GOLF & TENNIS PRO SHOP, INC.  
d/b/a PGA TOUR Superstore,  
as Grantor

By:   
Name: Alan E. Kessock  
Title: Chief Financial Officer




ACKNOWLEDGMENT OF GRANTOR

State of Georgia )  
County of FULTON }

ss.

On this 26<sup>th</sup> day of JANUARY, 2011 before me personally appeared ALAN E. KESSICK, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Golf & Tennis Pro Shop, Inc. d/b/a PGA TOUR Superstore, 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

Notary Public, Fulton County, Georgia  
Commission Expires: April 10, 2012

**SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Intellectual Property Registrations

1. REGISTERED TRADEMARKS

<u>Registration Number</u>	<u>Country</u>	<u>Issue or File Date</u>	<u>Mark</u>
3256972	U.S.A.	February 25, 2005	“This is Big”

2. TRADEMARK APPLICATIONS

None.

3. REGISTERED DOMAIN NAMES

shop.pgassuperstore.com

www2.pgassuperstore.com.