

06/20/2011

D # cc \$



103627453

To the Director of the U. S. Patent and
Name of conveying party(ies):
Worldwide Golf Enterprises, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: California
 Other _____
Citizenship (see guidelines) United States
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No
Name: Bank of America, N.a
Internal Address: Mail Code IL4-135-09-27
Street Address: 135 South LaSalle Street
City: Chicago
State: Illinois
Country: Cook Zip: 60603
 Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National Banking Citizenship United States
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) June 14, 2011
 Assignment Merger
 Security Agreement Change of Name
 Other Amendment

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 1899344
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Roger Dunn Golf Shops

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Bank of America, N.A.
Internal Address: Mail Code IL4-135-09-27
Street Address: 135 South LaSalle Street
City: Chicago
State: IL Zip: 60603
Phone Number: (312) 904-7435
Fax Number: 212.901.7855
Email Address: steve.fenton@bankofamerica.com

6. Total number of applications and registrations involved: 18
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465.00
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number _____
Authorized User Name 06/20/2011 HTON11 00000002 1899344
01 FC:8521 40.00 OP
02 FC:8522 423.00 OP
Date June 15, 2011

9. Signature: Steve Fenton Signature
Steve Fenton Name of Person Signing
Date June 15, 2011
Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CONTINUATION

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Registration No.</u>
MS	2051756
350RS	1847786
Tri-Maran	1844565
Brass-E	1832321
Two-Faced	1825879
The Professionals Choice	1797949
Soft Cast	1621382
Pinseeker	1561049
Pin Seeker	1497862
T.P.W.	1402353
Fire Ball	1327244
Bombshell	1230102
The Expeditor	1210745
Pinseeker Golf Corporation	1175348
Pin-Lite	1163910
Rebound	1113241
Pinseeker	970098

**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 (this "**Amendment No. 1**") to that certain Trademark Security Agreement dated as of February 23, 2000 (the "**Original Trademark Security Agreement**") made by Worldwide Golf Enterprises, Inc. a California corporation (the "**Borrower**") in favor of Bank of America, N.A., as successor by merger to LaSalle Bank National Association, N.A., with an office at 135 South LaSalle Street, Suite 925, Chicago, Illinois 60603 (the "**Lender**") is made as of June 14, 2011.

WHEREAS, the Borrower and Lender are parties to that certain Loan and Security Agreement dated as of Loan and Security Agreement dated as of February 23, 2000 (as heretofore amended, amended and restated, supplemented or otherwise modified, the "**Worldwide Original Loan Agreement**"), pursuant to which the Lender has agreed to extend loans and certain other financial accommodations to the Borrower, Golf Mart, Inc. ("**Golf Mart**") and RGC – Arizona, Inc. ("**RGC**" and together with Golf Mart, the "**Other Borrowers**") and the Borrower has granted to the Lender a security interest in substantially all of the Borrower's assets, including, without limitation, its trademarks, trademark applications, tradenames, service marks, service mark applications and goodwill (collectively, "**Trademarks**");

WHEREAS, the Trademark Security Agreement was duly recorded in the United States Patent and Trademark Office on March 20, 2000, Reel/Frame # 002054/0383, in the form attached hereto as Exhibit 1.

WHEREAS, since the date of the Borrower's execution of the Original Trademark Security Agreement, the Borrower has acquired interests in certain additional Trademarks (the "**New Trademarks**"); and

WHEREAS, in accordance with Section 5 of the Trademark Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

WHEREAS, the Borrower, the Other Borrowers, GWNE, Inc. ("**GWNE**") and Lender have agreed to enter into that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Amended and Restated Loan Agreement**"; capitalized terms used and not otherwise defined herein being used as therein defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule A as referred to in the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks scheduled on Amendment No. 1 to Schedule A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment No. 1 but subject to the terms of the Amended and Restated Loan Agreement, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, the Borrower and the Lender have each caused this Amendment No. 1 to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

Worldwide Golf Enterprises, Inc.

By 
Its President

Agreed and Accepted this 14 day of June, 2011

**Bank of America, N.A.,
as successor by merger to**

LaSalle Bank National Association

By 
Its Vice President

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

)SS.

COUNTY OF ORANGE)

The foregoing Amendment No. 1 to Trademark Security Agreement was executed and acknowledged before me this 10 day of June, 2011, by AL MORRIS, personally known to me to be the PRESIDENT of Worldwide Golf Enterprises, Inc., a California corporation, on behalf of such corporation.

Halle Provost

Notary Public

ORANGE County, CALIFORNIA

My Commission Expires:

AUGUST 11, 2012

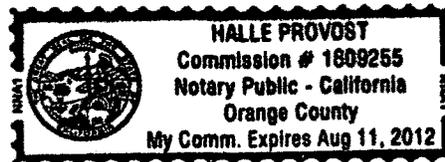


EXHIBIT 1
COPY OF RECORDED TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 23rd day of February, 2000, by Worldwide Golf Enterprises, Inc., a California corporation ("Borrower") in favor of LaSalle Bank National Association, with an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Lender"):

WITNESSETH

WHEREAS, Borrower, Golf Mart, Inc., RGC-Arizona, Inc. and Lender are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the

"Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before the Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of the Security Agreements granted herein shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements. Borrower agrees that during the continuance of an Event of Default, the use by Lender of all

Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. During the continuance of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Liabilities under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. During the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or

privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks, or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) in accordance with the Loan Agreement, assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

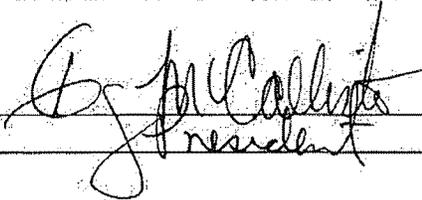
19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

WORLDWIDE GOLF ENTERPRISES, INC.

By
Its

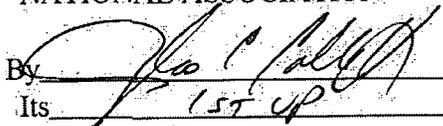


President

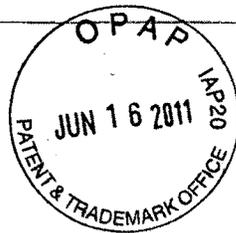
Agreed and Accepted
As of the Date First Written Above

LASALLE BANK
NATIONAL ASSOCIATION

By
Its



157 UP



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name:

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name:

Address (line 1):

Address (line 2):

Address (line 3):

Address (line 4):

Correspondent Name and Address

Area Code and Telephone Number:

Name:

Address (line 1):

Address (line 2):

Address (line 3):

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,899,344"/>	<input type="text" value="2,051,756"/>	<input type="text" value="1,847,786"/>
<input type="text" value="1,844,565"/>	<input type="text" value="1,832,321"/>	<input type="text" value="1,825,879"/>
<input type="text" value="1,797,949"/>	<input type="text" value="1,621,382"/>	<input type="text" value="1,561,049"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stuart W. Rathje

3/15/00

Name of Person Signing

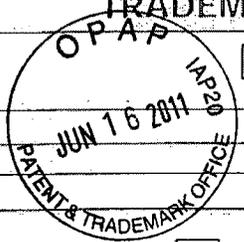
Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date:
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

1,497,862

1,402,353

1,327,244

1,230,102

1,210,745

1,175,348

1,163,910

1,113,241

0,970,098

AMENDMENT NO. 1 TO SCHEDULE A

Trademark Description:

Total Fit Personalized Club Fitting For Every Club In The Bag

Registration Number:

Serial No. 77801959

Status in Trademark Office:

Published for Opposition April 5, 2011

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Registration No.</u>
Roger Dunn Golf Shops	1899344
MS	2051756
350RS	1847786
Tri-Maran	1844565
Brass-E	1832321
Two-Faced	1825879
The Professionals Choice	1797949
Soft Cast	1621382
Pinseeker	1561049
Pin Seeker	1497862
T.P.W.	1402353
Fire Ball	1327244
Bombshell	1230102
The Expeditor	1210745
Pinseeker Golf Corporation	1175348
Pin-Lite	1163910
Rebound	1113241
Pinseeker	970098

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>U.S. Application No.</u>
<u>Description</u>	

None.