

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EDWIN WATTS GOLF SHOPS, LLC		07/15/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
<b>Street Address:</b>	4720 PIEDMONT ROW DRIVE
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28210
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	77267858	AMERICA'S GOLF CLUB
Registration Number:	2569451	EDWIN WATTS GOLF
Registration Number:	3698202	GOLFBETTER PODCASTS
Registration Number:	3434765	LOYALTEE REWARDS
Registration Number:	3820526	THE WATTS GUYS
Serial Number:	85241795	
Serial Number:	85239933	TEST OUT, TUNE UP & TEE OFF
Serial Number:	85239882	TGIF
Serial Number:	85239889	TGIF TOUR
Serial Number:	85239907	THINK GOLF IN FLORIDA
Serial Number:	85239914	THINK GOLF IN FLORIDA TOUR
Serial Number:	85239899	THINK GOLF IT'S FRIDAY
Serial Number:	85239896	THINK GOLF IT'S FRIDAY TOUR

CH \$365.00 77267858

Serial Number:

85239921

WATTS IS GOLF

**CORRESPONDENCE DATA**

Fax Number: (213)830-8743

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

Phone: 213-680-6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: KIMBERLEY A. LATHROP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 2: BINGHAM MCCUTCHEN LLP

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

3008309.356047

NAME OF SUBMITTER:

Kimberley A. Lathrop

Signature:

/Kimberley A. Lathrop/

Date:

07/15/2011

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 15th day of July 2011, by the Grantors listed on the signature pages hereof (each a "Grantor" and collectively, jointly and severally, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of July 15, 2011 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among EWGS Intermediary, LLC, a Delaware limited liability company as Parent Holdco, Edwin Watts Golf Shops, LLC, a Delaware limited liability company ("EWGS" together with each other Person joined as a party to the Credit Agreement as a "Borrower" in accordance with Section 7.12 thereof, and all of their respective permitted successors and assigns, "Borrowers" and each a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders") and the Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority (subject to Permitted Encumbrances) security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License;

provided however that the term "Trademark Collateral" shall be subject in all respects to the provisos set forth at the end of the definition of "Collateral" in the Credit Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

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

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses (to the extent provided in the Credit Agreement) for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

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

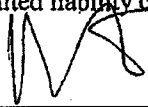
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature pages follow.]*

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.

GRANTOR:

EDWIN WATTS GOLF SHOPS, LLC  
a Delaware limited liability company

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

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 004583 FRAME: 0960

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent



By: Bryan Shia  
Name: Bryan Shia  
Title: Vice President

Signature Page to Trademark Security Agreement


TRADEMARK  
REEL: 004583 FRAME: 0961

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

REGISTERED MARKS	APPL. NO.	FILED	REG. NO.	REGISTERED
AMERICA'S GOLF CLUB	77/267,858	08/30/2007	3,621,128	05/12/2009
EDWIN WATTS GOLF	76/110,101	08/14/2000	2,569,451	05/14/2002
GOLFBETTER PODCASTS	77/685,596	03/06/2009	3,698,202	10/20/2009
	77/267,855	08/30/2007	3,434,765	05/27/2008
THE WATTS GUYS	77/766,713	06/24/2009	3,820,526	07/20/2010
PENDING MARKS	APPL. NO.	FILED		
SWINGING GOLFER 	85/241,795	02/14/2011	n/a	Pending
TEST OUT, TUNE UP & TEE OFF	85/239,933	02/11/2011	n/a	Pending
TGIF	85/239,882	02/11/2011	n/a	Pending
TGIF TOUR	85/239,889	02/11/2011	n/a	Pending
THINK GOLF IN FLORIDA	85/239,907	02/11/2011	n/a	Pending



REGISTERED MARKS	APPL. NO.	FILED	REG. NO.	REGISTERED
THINK GOLF IN FLORIDA TOUR	85/239,914	02/11/2011	n/a	Pending
THINK GOLF IT'S FRIDAY	85/239,899	02/11/2011	n/a	Pending
THINK GOLF IT'S FRIDAY TOUR	85/239,896	02/11/2011	n/a	Pending
WATTS IS GOLF	85/239,921	02/11/2011	n/a	Pending
CANADIAN MARKS	APPL. NO.	FILED	REG. NO.	REGISTERED
	520,447	4/13/1984	338,134	3/18/1988
AUSTRALIAN MARKS	APPL. NO.	FILED	REG. NO.	REGISTERED
EDWIN WATTS GOLF	854754	10/24/2000	854754	10/24/2000

### License Agreements

1. Franchise Agreement among Edwin Watts Golf Shops, LLC and Links Golf Center, Inc. dated as of May 31, 1991 as amended on May 15, 2007 licensing certain trademarks.
2. Teaching Agreement among Edwin Watts Golf Shops, LLC and Great Golf Inc. dated as of May 1, 2006 licensing certain trademarks.