

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
Golfsmith International, Inc.		01/07/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Corporation		
Street Address:	101 Barclay Street, Floor 4 East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	72282355	DX	
Serial Number:	72359586	MACGREGOR	
Serial Number:	71130520	MACGREGOR	
Serial Number:	78321791	MACTEC	
Serial Number:	73182405	MT	
Serial Number:	74099277	MT	
Serial Number:	76162599	TOURNEY	
Serial Number:	73171349	VIP	
Serial Number:	72268148	VIP	
CORRESPONDENCE DATA			
Fax Number:	5123225201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(512) 322-5200		
Email:	tmcentral@pirkeybarber.com		

OP \$240.00 72282355

Correspondent Name: Sherri L. Eastley at Pirkey Barber PLLC
Address Line 1: 600 Congress Avenue
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER: GOLFO01

NAME OF SUBMITTER: Sherri L. Eastley

Signature: /Sherri L. Eastley/

Date: 05/23/2013

Total Attachments: 5
source=US Trademark Security Agreement#page1.tif
source=US Trademark Security Agreement#page2.tif
source=US Trademark Security Agreement#page3.tif
source=US Trademark Security Agreement#page4.tif
source=US Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT
(U.S. Trademark Security Agreement)

THIS TRADEMARK SECURITY AGREEMENT, dated as of the 7th day of January, 2013, is made by the entity listed on the signature page hereof (the "**Grantor**"), in favor of The Bank of New York Mellon, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Indenture dated as of July 24, 2012 (including all exhibits and schedules thereto, as the same may be amended, modified and/or restated from time to time, the "**Indenture**") by and among **GOLF TOWN CANADA INC.**, a corporation formed under the laws of Canada ("**GT Canada**" or the "**Canadian Issuer**"), **GOLF TOWN USA INC.**, a Delaware corporation ("**GT USA**"), **GOLFSMITH INTERNATIONAL HOLDINGS, INC.**, a Delaware corporation ("**Golfsmith**" or the "**U.S. Issuer**", and together with the Canadian Issuer, the "**Issuers**"), **GOLF TOWN GP II INC.**, a corporation formed under the laws of Ontario ("**GT GP II**"), **GOLF TOWN OPERA TING LIMITED PARTNERSHIP**, a limited partnership formed under the laws of Ontario ("**GT Partnership**"), **ACCOLADE REACTION PROMOTION GROUP USA INC.**, a Delaware corporation ("**Accolade**"), **GOLF SMITH EUROPE, L.L.C.**, a Delaware limited liability company ("**GS Europe**"), **GOLFSMITH LICENSING, L.L.C.**, a Delaware limited liability company ("**GS Licensing**"), **GOLF SMITH INCENTIVE SERVICES, LLC**, a Texas limited liability company ("**GS Incentive**"), **GOLFSMITH 2 GP, L.L.C.**, a Delaware limited liability company ("**Golfsmith 2 GP**"), **GOLF SMITH INTERNATIONAL, INC.**, a Delaware corporation ("**Golfsmith International**"), **GOLFSMITH INTERNATIONAL, L.P.**, a Delaware limited partnership ("**Golfsmith LP**"), **GOLF SMITH NU, L.L.C.**, a Delaware limited liability company ("**Golfsmith NU**"), **GOLF SMITH USA, L.L.C.**, a Delaware limited liability company ("**Golfsmith USA**"), **GOLF TOWN CANADA HOLDINGS INC.**, a corporation organized under the laws of Ontario ("**GT Canada Holdco**"), **GOLF TOWN USA HOLDINGS INC.**, a Delaware corporation ("**GT USA Holdco**") and each of the other entities listed on the signature pages thereof or that becomes a party hereto pursuant to Section 8.5 thereof (collectively with Golfsmith USA, GT Canada, GT USA, Golfsmith, GT GP II, GT Partnership, Accolade, GS Europe, GS Licensing, GS Incentive, Golfsmith 2 GP, Golfsmith International, Golfsmith LP, Golfsmith NU, GT Canada Holdco and GT USA Holdco, collectively the "**Grantors**" and each individually, a "**Grantor**"), BNY Trust Company of Canada, as Canadian Co-Trustee and as Canadian Collateral Agent, BNYM, as trustee, and the Collateral Agent, the Issuers have agreed to issue, and the Holders have agreed to purchase, the Units upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Indenture each Guarantor has agreed to guaranty the Initial Indenture Obligations;

WHEREAS, the Grantor may, from time to time, incur additional Indebtedness in the form of Permitted Additional Pari Passu Obligations which is required to be secured by the Collateral (as defined below) under this Agreement on a *pari passu* basis with the Initial Indenture Obligations;

WHEREAS, the Grantor has, pursuant to a Security Agreement of even date herewith in favor of the Collateral Agent (as such agreement may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), granted a security interest in substantially all of its assets in favor of the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement) to secure the payment and performance of the Secured Obligations; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent to enter into the Indenture and the Security Agreement and to induce the Secured Parties to make their respective extensions of credit to the Issuers, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The 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 the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 of such Grantor (other than any Excluded Property) (the "**Trademark Collateral**"):

- (a) all of its Trademarks and all 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;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defence, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts

This Trademark 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

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the 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:

GOLFSMITH INTERNATIONAL, INC.

By:

Name:

James A Eliasberg

Title:

**Vice President, General Counsel
and Secretary**

Signature Page for US Trademark Security Agreement

**TRADEMARK
REEL: 005033 FRAME: 0966**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARK NAME	OWNER	JURISDICTION	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
DX	Golfsmith International, Inc.	United States of America	72/282,355	10/12/67	879423	10/28/69
MACGREGOR (Stylized)	Golfsmith International, Inc.	United States of America	72/359,586	5/13/70	930423	3/7/72
"MACGREGOR" (Stylized)	Golfsmith International, Inc.	United States of America	71/130,520	4/2/20	137977	12/14/20
MACTEC	Golfsmith International, Inc.	United States of America	78/321,791	10/31/03	2921798	1/25/05
MT	Golfsmith International, Inc.	United States of America	73/182,405	8/17/78	1127578	12/11/79
MT & Design	Golfsmith International, Inc.	United States of America	74/099,277	9/21/90	1686548	5/12/92
TOURNEY	Golfsmith International, Inc.	United States of America	76/162,599	11/9/00	2500355	10/23/01
VIP	Golfsmith International, Inc.	United States of America	73/171,349	5/22/78	1113249	2/13/79
VIP & Design	Golfsmith International, Inc.	United States of America	72/268,148	4/3/67	865675	3/4/69