

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Edwin Watts Golf Shops, LLC		10/14/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4227966	
Registration Number:	4235441	E WHITLEY
Registration Number:	4259356	TGIF TOUR

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-569-5619
 Email: pecsenye@blankrome.com
 Correspondent Name: Timothy D. Pecsénye
 Address Line 1: One Logan Square
 Address Line 2: 8th Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01380
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CH \$90.00 4227966

NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	10/15/2013
Total Attachments: 3 source=Amendment No 2 to Trademark Security Agreement##page1.tif source=Amendment No 2 to Trademark Security Agreement##page2.tif source=Amendment No 2 to Trademark Security Agreement##page3.tif	

AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

This Amendment No. 2 To Trademark Security Agreement (this "Amendment") is made as of this 14th day of October, 2013, by 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 Trademark Security Agreement dated July 15, 2011 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Agreement") by the Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") in favor of Agent, the Grantors have, among other things, granted to Agent a security interest in and lien on the Trademark Collateral (as defined in the Agreement), a copy of which was recorded in Reel 004583 at Frame 0955;

WHEREAS, pursuant to the terms of the Agreement, if any Grantor shall have obtained rights to any new trademarks, the provisions of the Agreement shall automatically apply thereto and the Grantors authorized Agent unilaterally to modify the Agreement by amending Schedule I to include any such new trademark rights of Grantors; and

WHEREAS, it has come to Agent's attention that the Grantors have acquired the new trademarks listed on Schedule I hereto and Agent desires to amend Schedule I to the Agreement to add thereto the trademarks set forth on Schedule I to this 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 Agreement.
2. AMENDMENT. Schedule I to the Agreement is hereby amended by adding thereto the trademarks listed on Schedule I hereto, which trademarks shall hereafter be part of the Trademark Collateral and are subject to Agent's security interest and lien.
3. SUPPLEMENT, NO NOVATION. This Amendment is a supplement to the Agreement and not a novation thereof. Except as expressly set forth in this Amendment, the terms of the Agreement shall continue in full force and effect without modification thereto.

[Signature page follows.]

IN WITNESS WHEREOF, Agent has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

AGENT:

PNC BANK, NATIONAL ASSOCIATION


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

Signature Page to Second Amendment to Trademark Security Agreement

TRADEMARK
REEL: 005131 FRAME: 0288

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	REGISTRATION NO.	REGISTERED
	4,227,966	October 16, 2012
E WHITLEY	4,235,441	October 30, 2012
TGIF TOUR	4,259,356	December 11, 2012

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