

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
The Golf Warehouse, Inc.		12/27/2013	CORPORATION:

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	86117690	S SOCCER SAVINGS
Serial Number:	86116204	S SOCCER SEMPER SOCCER SAVINGS
Serial Number:	86116122	S SOCCER SAVINGS
Serial Number:	86115439	S SOCCER SAVINGS SEMPER SOCCER
Serial Number:	86115421	S SOCCER SAVINGS
Serial Number:	86106891	SEMPER SOCCER
Serial Number:	85968225	TGW.COM THE GOLF WAREHOUSE
Serial Number:	85968218	TGW
Serial Number:	85932450	17TH GREEN

**CORRESPONDENCE DATA**

Fax Number: 2149813400  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-981-3483  
 Email: dclark@sidley.com

CH \$240.00 86117690

Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-38800
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/31/2013

**Total Attachments: 6**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant of Security Interest") is made effective as of December 27, 2013 by and from The Golf Warehouse, Inc., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor has entered into an Amended and Restated Credit Agreement dated as of the date hereof among the other Loan Parties, the Grantee and the Lenders (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor will guarantee the repayment of the Secured Obligations pursuant to Article X of the Credit Agreement (the "Guaranty").

WHEREAS, the Grantor has entered into an Amended and Restated Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant of Security Interest is executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant of Security Interest is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of each Loan Guarantor under the Guaranty. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant of Security Interest.


(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all licenses of the foregoing, whether as licensee or licensor; (3) all renewals of the foregoing; (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (5) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

3) Governing Law. **THIS CONFIRMATORY GRANT OF SECURITY INTEREST SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

THE GOLF WAREHOUSE, INC.

By:   
Name: Thomas E. Erickson  
Title: Treasurer

Signature Page for  
Confirmatory Grant of Security Interest in United States Trademarks  
(The Golf Warehouse, Inc.)

**TRADEMARK**  
**REEL: 005183 FRAME: 0928**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

[Attached]

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
SOCCER SAVINGS <i>and Design</i> 	86117690	11/13/2013			PENDING
S SOCCER SEMPER SOCCER SAVINGS <i>and Design</i> 	86116204	11/12/2013			PENDING
SOCCER SAVINGS S <i>and Design</i> 	86116122	11/12/2013			PENDING
SOCCER SAVINGS SEMPER SOCCER <i>and Design</i> 	86115439	11/11/2013			PENDING
SOCCER SAVINGS S <i>and Design</i> 	86115421	11/11/2013			PENDING
SEMPER SOCCER	86106891	10/31/2013			PENDING
TGW.COM THE GOLF WAREHOUSE <i>and Design</i> 	85968225	6/24/2013			PENDING
TGW	85968218	6/24/2013			PENDING

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
17 <sup>TH</sup> GREEN	85932450	5/15/2013			PENDING