

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golfsmith International, Inc.		11/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	401 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86202229	ANYTHING FOR GOLF	
Serial Number:	86246076	GOLFSMITH LEADER BOARD	
Serial Number:	86203153	FAIR-WAY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173417717		
Email:	mfischer@morganlewis.com		
Correspondent Name:	Marney Fischer		
Address Line 1:	225 Franklin Street - 16th Floor		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	102505.0051		
NAME OF SUBMITTER:	Marney Smyth Fischer		
SIGNATURE:	/Marney Smyth Fischer/		
DATE SIGNED:	11/03/2014		
Total Attachments: 4			
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS
November 3, 2014

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to that certain Trademark Security Agreement dated as of July 24, 2012 and recorded on July 30, 2012 at Reel/Frame 4831/0554 (as the same may be amended, modified, restated, extended or supplemented from time to time, the “Trademark Security Agreement”) by and among the Grantors from time to time party thereto (each an “Grantor” and collectively, the “Grantors”) and General Electric Capital Corporation, as Agent (the “Agent”) for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule I attached hereto to the Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks set forth on Schedule I attached hereto (i) may only be terminated in accordance with the terms of the Trademark Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

[Signature pages to follow]

Very truly yours,

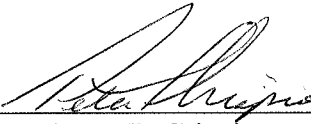
GRANTOR:

GOLFSMITH INTERNATIONAL, INC.

By: 
Name: _____
Title:

Acknowledged and Accepted:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By:  _____

Name: Peter F. Crispino

Title: Duly Authorized Signatory

Schedule I
TRADEMARKS

MARK	SERIAL NO.	FILING DATE
ANYTHING FOR GOLF	86202229	02/24/2014
GOLFSMITH LEADER BOARD	86246076	04/08/2014
FAIR-WAY	86203153	02/25/2014