

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDEN BELL MANAGEMENT, INC.		12/31/2014	CORPORATION: DELAWARE
THE CADDIE STANDARD, LLC		12/31/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	OFS SBIC I, LP		
Street Address:	540 Madison Ave., 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4212896	CADDIEMASTER	
Registration Number:	4212899		
Registration Number:	4209174	CADDIE CONCIERGE	
Registration Number:	4293645	THE CADDIE STANDARD	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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:	973-848-8308		
Email:	mfriscia@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	Michael R. Friscia, Esq.		
Address Line 1:	MCCARTER & ENGLISH, LLP		
Address Line 2:	100 Mulberry Street, Four Gateway Center		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	124988-00002		
NAME OF SUBMITTER:	Michael R. Friscia		
SIGNATURE:	/Michael R. Friscia/		

CH \$115.00 4212896

DATE SIGNED:	02/02/2015
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2014, is made by GOLDEN BELL MANAGEMENT, INC., a Delaware corporation, and THE CADDIE STANDARD, LLC, a Florida limited liability company (each a "Grantor" and, collectively, the "Grantors"), in favor of OFS SBIC I, LP ("OFS"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Purchaser (as defined in the Purchase Agreement referred to below) and the other Holders.

WITNESSETH:

WHEREAS, pursuant to the Securities Purchase Agreement, dated as of December 31, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among the Borrowers, the Purchaser, and Collateral Agent for the Holders, the Purchaser has agreed to purchase the Note (as defined in the Purchase Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Purchase Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchaser and the Collateral Agent to enter into the Purchase Agreement and to induce the Purchaser to purchase the Note, each 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 Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 Holders, and grants to the Collateral Agent for the benefit of the Holders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (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

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(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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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.

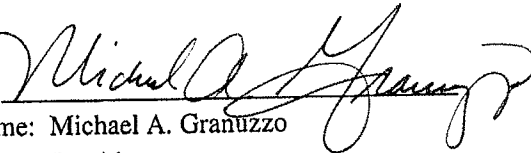
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the principles of conflicts of law of such state.

[SIGNATURE PAGES FOLLOW]

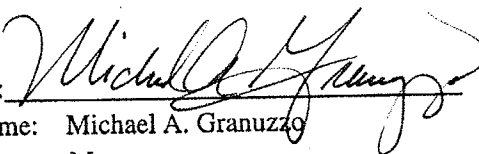
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GOLDEN BELL MANAGEMENT, INC., as
Grantor

By: 
Name: Michael A. Granuzzo
Its: President

THE CADDIE STANDARD, LLC, as Grantor

By: 
Name: Michael A. Granuzzo
Its: Manager

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

OFS SBIC I, LP, as Collateral Agent

By: OFS SBIC GP/LLC, its General Partner

By:



Name: Mark Hauser
Title: Manager

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	REG. NUMBER	REG. DATE	OWNER
CADDIEMASTER	4212896	Sep 25, 2012	Golden Bell Management, Inc.
CADDIE LOGO	4212899	Sep 25, 2012	Golden Bell management, Inc.
CADDIE CONCIERGE	4209174	Sep 18, 2012	Golden Bell management, Inc.
THE CADDIE STANDARD	4293645	Feb 19, 2013	The Caddie Standard, LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

- Management Services and License Agreement by and between Golden Bell Management, Inc. and Caddie Concierge, LLC, dated July 13, 2011, as amended by that certain Amendment to Exhibit "A" of Management Services and License Agreement dated January 1, 2012.
- Management Services and License Agreement by and between Golden Bell Management, Inc. and Caddie Master Enterprises, Inc., dated July 13, 2011, as amended by that certain Amendment to Exhibit "A" of Management Services and License Agreement dated January 1, 2012, and as further amended by that certain Amendment to Exhibit "A" of Management Services and License Agreement dated January 1, 2013.
- Management Services and License Agreement by and between Golden Bell Management, Inc. and Caddie Services, Inc., dated July 13, 2011, as amended by that certain Amendment to Exhibit "A" of Management Services and License Agreement dated January 1, 2012, and as further amended by that certain Amendment to Exhibit "A" of Management Services and License Agreement dated January 1, 2013.
- Management Services and License Agreement by and between Golden Bell Management, Inc. and Cordevalle CSI, LLC, dated July 13, 2011, as amended by that certain Amendment to Exhibit "A" of Management Services and License Agreement dated January 1, 2012.
- Management Services and License Agreement by and between Golden Bell Management, Inc. and Golf Caddies, Inc. dated July 13, 2011, as amended by that certain Amendment to Exhibit "A" of Management Services and License Agreement dated January 1, 2012, and as further amended by that certain

Amendment to Exhibit "A" of Management Services and License Agreement dated January 1, 2013.

- Management Services and License Agreement by and between Golden Bell Management, Inc. and Mayacama CSI, LLC, dated July 13, 2011, as amended by that certain Amendment to Exhibit "A" of Management Services and License Agreement dated January 1, 2012.
- Management Services and License Agreement by and between Golden Bell Management, Inc. and The Caddie Standard, LLC, dated July 13, 2011.
- License Agreement by and between The Caddie Standard, LLC and Golden Bell Management, Inc., dated March 20, 2012.