

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Golf Warehouse, Inc.		04/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	90 S 7th St, 18th Floor		
Internal Address:	MAC N9305-187		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3413100	17TH GREEN	
Registration Number:	3243914	BASEBALL SAVINGS.COM	
Registration Number:	3897000	BASEBALLSAVINGS.COM	
Registration Number:	4077792	SOCCER SAVINGS.COM	
Registration Number:	3432938	SOFTBALL SAVINGS.COM	
Registration Number:	3987070	TGW.COM THE GOLF WAREHOUSE	
Registration Number:	3323225	TGW.COM THE GOLF WAREHOUSE	
Registration Number:	2577804	TGW	
Registration Number:	4101848	THE GOLF WAREHOUSE	
Registration Number:	4459251	TGW	
Registration Number:	4643386	TGW.COM THE GOLF WAREHOUSE	
Serial Number:	86115421	S SOCCER SAVINGS	
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	
Registration Number:	4600212	SEMPER SOCCER	
Registration Number:	4694935	17TH GREEN	

OP \$615.00 3413100

Property Type	Number	Word Mark
Registration Number:	4598578	17TH GREEN
Serial Number:	86457567	B BASEBALL SAVINGS
Serial Number:	86457544	B BASEBALL SAVINGS
Serial Number:	86463142	TGW
Serial Number:	86463187	TGW
Serial Number:	86463205	THE SWEETEST SPOT IN GOLF

CORRESPONDENCE DATA

Fax Number: 6127661600
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.
Phone: 612-766-6911
Email: susan.carlson@faegrebd.com
Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP
Address Line 1: 90 S 7th St Ste 2200
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	05/13/2015

Total Attachments: 8
source=The Golf Warehouse Trademark Sec Agmt#page1.tif
source=The Golf Warehouse Trademark Sec Agmt#page2.tif
source=The Golf Warehouse Trademark Sec Agmt#page3.tif
source=The Golf Warehouse Trademark Sec Agmt#page4.tif
source=The Golf Warehouse Trademark Sec Agmt#page5.tif
source=The Golf Warehouse Trademark Sec Agmt#page6.tif
source=The Golf Warehouse Trademark Sec Agmt#page7.tif
source=The Golf Warehouse Trademark Sec Agmt#page8.tif

**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 April 10, 2015 by and from The Golf Warehouse, Inc., a Delaware corporation (the "Grantor"), to and in favor of Wells Fargo Bank, National Association (together with its successors and assigns, the "Lender"), for itself and for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, the other Loan Parties and the Grantee have entered into a Credit Agreement dated as of the date hereof (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 IX of the Credit Agreement (the "Guaranty").

WHEREAS, the Grantor has entered into a 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. 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 MINNESOTA.**

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

TRADEMARK
REEL: 005514 FRAME: 0960


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

TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLAS S
17th Green	Registered	78812580	3413100	28
Baseball Savings.com (and Design) 	Registered	78760562	3243914	35
Baseball Savings.com (and Design) 	Registered	85033178	3897000	35
Soccer Savings.com (and Design) 	Registered	85108563	4077792	35
Softball Savings.com (and Design) 	Registered	78760532	3432938	35
TGW.com The Golf Warehouse (and Design)Class 25 	Registered	85064810	3987070	25

TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLAS S
TGW.com The Golf Warehouse (and Design) Class 35 	Registered	77105229	3323225	35
TGW	Registered	76164707	2577804	35
The Golf Warehouse	Registered	85349212	4101848	35
TGW (Expansion)	Registered	85968218	4459251	35
TGW.com The Golf Warehouse (and Design) Class 35 	Registered	85968225	4643386	35
Soccer Savings (& Design) 	Allowed	86/115,421		35
Soccer Savings (& Design) stacked 	Allowed	86/117,690		35

TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLAS S
Soccer Savings Semper Savings (& Design) Stacked 	Allowed	86/116,204		35
Soccer Savings (& Design) Horizontal 	Allowed	86/116,122		35
Soccer Savings Semper Soccer 	Allowed	86/115,439		35
Semper Soccer	Registered	86/106,891	4,600,212	35
17th Green (Expansion)	Registered	86/306,902	4,694,935	16 18
17th Green (child application)	Registered	85/982,352	4,598,578	25

TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLAS S
B Baseball Savings (& Design) Stacked 	Pending	86/457,567		35
B Baseball Savings (& Design) Horizontal 	Pending	86/457,544		35
TGW (& Design) Stacked 	Pending	86/463,142		35
	Pending	86/463,187		35

TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLAS S
TGW (& Design) Horizontal 				
The sweetest spot in golf	Pending	86/463,205		35

US.56019404.01