

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453155

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLFSMITH INTERNATIONAL, INC.		11/02/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Dick's Sporting Goods, Inc.
<b>Street Address:</b>	345 Court Street
<b>City:</b>	Coraopolis
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15108
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1983048	BLACK CAT
Registration Number:	2453296	CRYSTAL CAT
Registration Number:	0943571	LYNX
Registration Number:	1446493	LYNX
Registration Number:	1399697	PARALLAX
Registration Number:	1351870	PREDATOR
Registration Number:	4211010	SILVERCAT
Registration Number:	1356970	TIGRESS
Registration Number:	1518125	

## CORRESPONDENCE DATA

Fax Number: 2027995000

*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: 2027994000

Email: alberto.zacapa@dlapiper.com

Correspondent Name: David M. Kramer, DLA Piper LLP (US)

Address Line 1: 500 Eighth Street, NW

Address Line 4: Washington, D.C. 20004

OP \$240.00 1983048

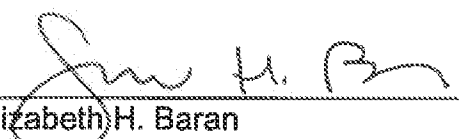
<b>ATTORNEY DOCKET NUMBER:</b>	411142-000001
<b>NAME OF SUBMITTER:</b>	David M. Kramer
<b>SIGNATURE:</b>	/David M. Kramer/
<b>DATE SIGNED:</b>	12/04/2017

**Total Attachments: 26**

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## CERTIFICATION

I, Elizabeth H. Baran, Vice President-Associate General Counsel of Dick's Sporting Goods, Inc., hereby certify that this is a true and correct redacted copy of the original Bill of Sale made as of November 2, 2016, by and among DICK'S SPORTING GOODS, INC., a Delaware corporation (the "Buyer") and GOLFSMITH INTERNATIONAL HOLDINGS, INC., a Delaware corporation, and its Subsidiaries (collectively, the "Sellers").



Elizabeth H. Baran  
Vice President - Associate General Counsel  
Dick's Sporting Goods, Inc.  
345 Court Street  
Coraopolis, PA 15108



## BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made as of November 2, 2016, by and among DICK'S SPORTING GOODS, INC., a Delaware corporation (the "Buyer") and GOLFSMITH INTERNATIONAL HOLDINGS, INC., a Delaware corporation, and its Subsidiaries party to the Purchase Agreement (defined below) (collectively, the "Sellers").

A. The Sellers and the Buyer have entered into that certain Asset Purchase Agreement, dated as of November 2, 2016 (the "Purchase Agreement"), pursuant to which the Sellers are to sell and the Buyer is to purchase the Designation Rights and the Acquired Assets to be transferred on the Closing Date (each as defined the Purchase Agreement) (the "Purchased Assets"). The Purchase Agreement was approved by the Bankruptcy Court pursuant to the *Order Approving Sale of All or Substantially All of Debtors' Assets and Granting Related Relief* D.I. \_\_\_\_ entered by the Bankruptcy Court on November 2, 2016 (the "Sale Order"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement; and

B. The Sellers have agreed to execute and deliver this Bill of Sale to the Buyer at the Closing for the purpose of transferring to and vesting in the Buyer all of Sellers' right, title and interest in and to the Purchased Assets as set forth herein;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. On the terms and conditions set forth in the Purchase Agreement, the Sellers do hereby sell, convey, transfer, assign, deliver and vest in the Buyer, its successors and permitted assigns all of their right, title and interest in and to the Purchased Assets (which includes, without limitation, Seller's right, title and interest in and to the Intellectual Property set forth on Exhibit A attached hereto), free and clear of any and all Encumbrances of any and every kind, nature and description, other than Permitted Post-Closing Encumbrances.

2. The Sellers hereby constitute and appoint the Buyer, its successors and permitted assigns, as the Sellers' true and lawful attorney, with full power of substitution, in the Sellers' name and stead, on behalf of and for the benefit of the Buyer, its successors and permitted assigns, to demand and receive any and all of the Purchased Assets and to give receipts and releases for and in respect of the Purchased Assets, or any part thereof, and from time to time to institute and prosecute in the Sellers' name, at the sole expense and for the benefit of the Buyer, its successors and permitted assigns, any and all proceedings at law, in equity or otherwise, which the Buyer, its successors and permitted assigns, reasonably may require for the collection or reduction to possession of any of the Purchased Assets.

3. Nothing in this Bill of Sale shall alter any liability or obligation of the Sellers or the Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Purchased Assets. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Bill of Sale, the provisions of the Purchase Agreement shall prevail.

4. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. This Bill of Sale shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

6. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

*[The remainder of this page has been intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

**SELLERS**

**GOLFSMITH INTERNATIONAL HOLDINGS,  
INC.**

By: 

Name: Brian E. Cejka

Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

**TRADEMARK**  
**REEL: 006219 FRAME: 0950**

GMAC HOLDINGS, LLC

By: 

Name: Brian E. Cejka

Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

TRADEMARK  
REEL: 006219 FRAME: 0951



**GOLF TOWN USA HOLDCO LIMITED**

By: 

Name: Brian E. Cejka

Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

**TRADEMARK**  
**REEL: 006219 FRAME: 0952**

**GOLF TOWN USA HOLDINGS INC.**

By: 

Name: Brian E. Cejka

Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

**TRADEMARK**  
**REEL: 006219 FRAME: 0953**

GOLF TOWN USA, LLC

By: 

Name: Brian E. Cejka

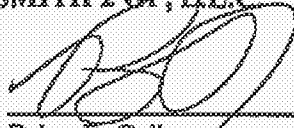
Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

TRADEMARK  
REEL: 006219 FRAME: 0954

GOLFSMITH 2 GP, D.L.C.

By:



Name: Brian E. Cejka

Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

TRADEMARK  
REEL: 006219 FRAME: 0955

**GOLFSMITH EUROPE, L.L.C.**

By: 

Name: Brian E. Cejka

Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

**TRADEMARK**  
**REEL: 006219 FRAME: 0956**

**GOLFSMITH INCENTIVE SERVICES, L.L.C.**

By: 

Name: Brian E. Cejka

Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

**TRADEMARK**  
**REEL: 006219 FRAME: 0957**

**GOLFSMITH INTERNATIONAL, INC.**

By: 

Name: Brian E. Cejka

Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

**TRADEMARK**  
**REEL: 006219 FRAME: 0958**

**GOLFSMITH INTERNATIONAL, L.P.**

By: 

Name: Brian E. Cejka

Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

**TRADEMARK**  
**REEL: 006219 FRAME: 0959**



GOLFSMITH LICENSING, L.L.C.

By: 

Name: Brian E. Cejka

Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

TRADEMARK  
REEL: 006219 FRAME: 0960

GOLFSMITH NU, L.L.C.

By: 

Name: Brian E. Cejka

Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

TRADEMARK  
REEL: 006219 FRAME: 0961

GOLFSMITH USA, L.L.C.

By: 

Name: Brian E. Cejka

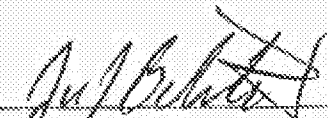
Title: Chief Restructuring Officer

SIGNATURE PAGE TO BILL OF SALE

TRADEMARK  
REEL: 006219 FRAME: 0962

BUYER

DICK'S SPORTING GOODS, INC.

By:   
Name: LEE J BELITSKY  
Title: EVP-CFO

Schedule 1.1(d)

Trademarks

Mark	Country	Application #	File Date	Registration #	Registration Date	Status
BLACK CAT	AUSTRALIA	651600	1/25/1995	651600	1/25/1995	REGISTERED
CRYSTAL CAT	AUSTRALIA	789998	3/31/1999	789998	3/31/1999	REGISTERED
LYNX	AUSTRALIA	591604	12/2/1992	591604	12/2/1992	REGISTERED
Miscellaneous Design (Cat Head Logo)	AUSTRALIA	794118	5/13/1999	794118	3/31/2000	REGISTERED
PARALLAX	AUSTRALIA	792092	4/22/1999	792092	4/22/1999	REGISTERED
PREDATOR	AUSTRALIA	432300	8/27/1985	432300	8/27/1985	LET LAPSE
TIGRESS	AUSTRALIA	792086	4/22/1999	792086	11/3/2000	REGISTERED
BLACK CAT	CHINA	9601196	6/16/2011	9601196	8/21/2012	REGISTERED
CRYSTAL CAT	CHINA	9900045980	4/30/1999	1428984	8/7/2000	REGISTERED
LYNX	CHINA	9900053811	5/17/1999	2021555	12/21/2003	REGISTERED

Miscellaneous Design (Cat Head Logo)	CHINA	9900045979	4/30/1999	1428987	9/7/2000	REGISTERED
SILVERCAT	CHINA	9601195	6/16/2011	9601195	8/21/2012	REGISTERED
TIGRESS	CHINA	6706702	5/7/2008	6706702	8/7/2010	REGISTERED

LYNX	HONG KONG	201/1983	1/20/1983	19841279	1/20/1983	REGISTERED
LYNX	HONG KONG	5818/2000	3/20/2000	200107204	3/20/2000	REGISTERED
Miscellaneous Design (Cat Head Logo)	HONG KONG	4255/2000	3/2/2000	200012785	3/2/2000	REGISTERED

LYNX

NEW ZEALAND

103429

3/5/1973

103429

8/30/1974

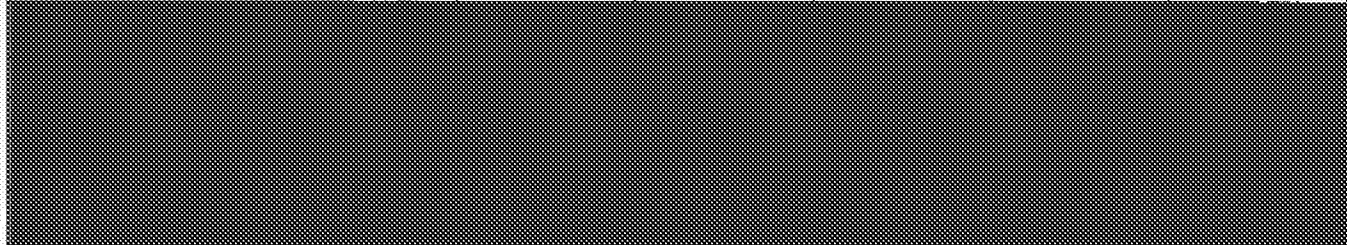
REGISTERED



LYNX	SOUTH AFRICA	99/19085	10/15/1999	99/19085	6/13/2003	REGISTERED
Miscellaneous Design (Cat Head Logo)	SOUTH AFRICA	99/19087	10/15/1999	99/19087	4/11/2003	REGISTERED

BLACK CAT	UNITED STATES	74/578,352	9/26/1994	1,983,048	6/25/1996	REGISTERED
CRYSTAL CAT	UNITED STATES	76/072,938	6/19/2000	2,453,296	5/22/2001	REGISTERED
LYNX	UNITED STATES	72/370,845	9/16/1970	943,571	9/26/1972	REGISTERED
LYNX	UNITED STATES	73/532,130	4/15/1985	1,446,493	7/7/1987	REGISTERED
Miscellaneous Design (Cat Head Logo)	UNITED STATES	73/724,989	4/27/1988	1,518,125	12/27/1988	REGISTERED
PARALLAX	UNITED STATES	73/568,753	11/15/1985	1,399,697	7/1/1986	LET LAPSE
PREDATOR	UNITED STATES	73/496,364	8/24/1984	1,351,870	7/30/1985	REGISTERED

SILVERCAT	UNITED STATES	85/324,602	5/19/2011	4,211,010	9/18/2012	REGISTERED
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TIGRESS	UNITED STATES	73/496,361	8/24/1984	1,356,970	8/27/1985	REGISTERED
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