

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453158

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dick's Sporting Goods, Inc. | | 11/16/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Charles Claire LLP | | |
| Trading As: | Lynx Golf | | |
| Street Address: | Unit 17 Trade City, Avro Way | | |
| Internal Address: | Brooklands Business Park, | | |
| City: | Weybridge, Surrey | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | KT13 0YF | | |
| Entity Type: | Limited Liability Limited Partnership: ENGLAND | | |
| 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 | | |
| <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: | 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

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

Total Attachments: 24

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DATED 16th NOVEMBER 2017

(1) DICK'S SPORTING GOODS, INC.

- and -

(2) CHARLES CLAIRE LLP, TRADING AS LYNX GOLF

AGREEMENT

relating to
the assignment of various trade marks

CONTENTS

| | | |
|-----|---|----|
| 1. | DEFINITIONS AND INTERPRETATION | 1 |
| 2. | ASSIGNMENT | 2 |
| 3. | CONSIDERATION | 3 |
| 4. | FURTHER ASSURANCE..... | 3 |
| 5. | WARRANTIES | 4 |
| 6. | NOTICES..... | 4 |
| 7. | COSTS | 5 |
| 8. | WAIVER AND CUMULATIVE REMEDIES..... | 5 |
| 9. | NO PARTNERSHIP, ETC | 5 |
| 10. | THIRD PARTIES | 5 |
| 11. | SEVERANCE | 6 |
| 12. | VARIATION | 6 |
| 13. | COUNTERPARTS | 6 |
| 14. | ENTIRE AGREEMENT..... | 6 |
| 15. | LAW AND JURISDICTION..... | 6 |
| 16. | CONFIDENTIALITY..... | 7 |
| | SCHEDULE 1: TRADE MARK REGISTRATIONS AND APPLICATIONS | 8 |
| | SCHEDULE 2: RECORDAL FORMS AND SUPPORTING DOCUMENTS..... | 10 |

THIS AGREEMENT is made on

16th NOVEMBER

2017

BETWEEN:

- (1) **DICK'S SPORTING GOODS, INC.**, a company incorporated under the laws of the State of Delaware, USA, and whose principal place of business is at 345 Court St, Coraopolis, PA 15108, USA (the "Assignor"); and
- (2) **CHARLES CLAIRE LLP, TRADING AS LYNX GOLF**, a limited liability partnership incorporated in England and Wales under company number OC358736 and whose registered office address is at Unit 17 Trade City, Avro Way, Brooklands Business Park, Weybridge, Surrey, KT13 0YF, UK (the "Assignee"),

(each a "Party" and together the "Parties").

BACKGROUND:

- A Pursuant to or in connection with the Golfsmith Transaction, the Assignor acquired from Golfsmith International, Inc. (or its Group) certain rights in and to the Trade Marks.
- B The Assignor has agreed to assign to the Assignee the rights it acquired from Golfsmith International, Inc. in the Trade Marks, on the terms and conditions of this Agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (unless the context otherwise requires), the following words and phrases have the following meanings:

"Agreement" means this agreement and any document referred to, completed or to be completed in accordance with its provisions;

"Assigned Rights" means each of the rights, titles and interests assigned (or intended to be assigned) pursuant to clause 2.1 below;

"Consideration" has the meaning given in clause 3.1;

"Control" means, in respect of any company or corporation or equivalent entity, the power to control such entity either: (a) by means of the beneficial ownership of more than fifty per cent (50%) of the issued share capital in that entity (or, as the case may be, in another company or corporation of which that entity is, directly or indirectly, a wholly owned subsidiary); or (b) as a result of any powers conferred by the articles of association or other document regulating that entity (and "Controls" and "Controlled" shall be construed accordingly);

"Golfsmith Transaction" means the transaction (or series of transactions) in or around December 2016 pursuant to or in connection with which the Assignor (or a member of its Group) acquired rights in the Trade Marks from Golfsmith International, Inc. (or a member of Golfsmith International, Inc.'s Group);

"Group" means, in relation to any party: (a) any company or other entity which is from time to time under the Control of that party; (b) any company or other entity which from time to

time Controls that party; and (c) any company or other entity which from time to time is Controlled by or Controls any such company or entity;

"Trade Marks" means each of the registered trade marks listed in schedule 1, and any and all goodwill attaching to any of those marks; and

"Working Day" means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London.

1.2 In this Agreement (unless the context requires otherwise):

1.2.1 the words "including", "include", "for example", "in particular" and words of similar effect shall not limit the general effect of the words which precede them;

1.2.2 reference to any agreement, contract, document or deed shall include that document as varied, supplemented or novated from time to time;

1.2.3 words importing persons shall include natural persons, bodies corporate, unincorporated associations and partnerships (whether or not any of them have separate legal personality);

1.2.4 words importing the singular shall include the plural and vice versa;

1.2.5 construction of this Agreement shall ignore the headings, contents list and frontsheet (all of which are for reference only);

1.2.6 references to a clause or schedule are references to the clause or schedule of, or to, this Agreement; and

1.2.7 reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re-enactment or amendment of the same.

1.3 This Agreement is made in the English (US) language. In the event that this Agreement is translated into any other language, the English (US) version shall prevail.

2. ASSIGNMENT

2.1 The Assignor hereby assigns to the Assignee all such right, title or interest as it may hold in:

2.1.1 the Trade Marks;

2.1.2 the right to claim priority (where available) from each of the Trade Marks in any part of the world;

2.1.3 the goodwill in or attaching to the Trade Marks;

2.1.4 the right to bring proceedings against any third party in respect of infringement or misuse of any of the Trade Marks or other matters listed above, whether committed before or after the date of this Agreement, including the right to claim damages or such other relief as may be available in respect of any of them.

- 2.2 If, in any country, the execution after the date of this Agreement of a confirmatory assignment or other document in respect of any of the Assigned Rights in that country would be ineffective or invalid by reason of the transfer effected by this Agreement, then this Agreement shall be deemed to be an agreement to assign such Assigned Right, and not an assignment of such Assigned Right, in that country. For the avoidance of doubt, this clause 2.2 shall not affect the validity of this Agreement as an assignment of legal title in relation to such Assigned Right in any other country or in relation to any other of the Assigned Rights in that or any other country.

3. CONSIDERATION

- 3.1 In consideration of the assignment pursuant to clause 2 above and the Assignor's other obligations and liabilities pursuant to this Agreement, the Assignee shall pay to the Assignor the sum of US\$215,000 (two hundred and fifteen thousand US dollars) (inclusive of any and all taxes) (the "Consideration").
- 3.2 The Consideration shall be payable in full upon execution and delivery by the Assignor of: (a) this Agreement; and (b) the duly executed applicable forms and documents in accordance with clause 4.2 below.
- 3.3 It will be the Assignee's responsibility to prepare and submit the relevant forms and other documents to the applicable registries or intellectual property offices for the purposes of recording itself as the registered proprietor of the Trade Marks. As such, it is envisaged that, following delivery to the Assignee of the duly executed applicable forms and documents in accordance with clause 4.2 below, and payment of the Consideration to the Assignor, that no further involvement of the Assignor will be required, save where necessary in order to support the Assignee (for example, where, despite the Assignee's efforts, a form is required to be filed by the Assignor directly), in which case, for the avoidance of doubt, the provisions described in clause 4 below (and, in particular, clause 4.4) apply.

4. FURTHER ASSURANCE

- 4.1 The Assignor shall, at the request of the Assignee and subject to clause 4.4, do or procure the doing of all such reasonably requested further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this Agreement and to vest in the Assignee the full benefit of the Assigned Rights.
- 4.2 Within seven days following the date of this Agreement, the Assignor shall deliver (or procure such delivery) to the Assignee each of the applicable registry or intellectual property office forms as required for the purposes of recording the assignment of each of the Assigned Rights at each such applicable registry or intellectual property office, as set out in schedule 2, duly executed by or on behalf of the Assignor, together with such other documents as may reasonably be required to accompany such forms.
- 4.3 In particular, but without prejudice to clause 4.1 or 4.2, subject to clause 4.4, the Assignor shall countersign such forms or other documents as may be reasonably requested by the Assignee or by any applicable registry or intellectual property office for the purposes of recording the assignment of any of the Assigned Rights at any applicable registry or intellectual property office.
- 4.4 The Assignee shall reimburse the Assignor for any expenses incurred in the course of doing any such act at the request of the Assignee pursuant to either of clauses 4.1 or 4.3.

4.5 The Assignor shall give the Assignee, at the Assignee's sole cost and expense, on the Assignee's request, all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Assigned Rights.

4.6 The Assignor undertakes that it shall not (and shall procure that each member of its Group shall not), at any time, anywhere in the world, directly or indirectly (including by way of procuring or assisting any third party):

4.6.1 challenge the validity or subsistence of, or seek to revoke any of the Trade Mark registrations listed in schedule 1; or

4.6.2 challenge the ownership by the Assignee (or any member of its Group) of any of the Trade Marks.

5. WARRANTIES

5.1 Save as expressly provided in clause 5.2 below, the Assignor expressly disclaims any and all representations and warranties of any kind, either express or implied, including any warranties of ownership, title, validity, enforceability or non-infringement.

5.2 The Assignor hereby warrants and represents to the Assignee that:

5.2.1 before the date of this Agreement, the Assignor has disclosed to the Assignee a complete and accurate copy (save that financial terms and references to the intellectual property rights, other than the Trade Marks, may have been redacted) of the Bill of Sale pursuant to which each of the Trade Marks was assigned as part of the Golfsmith Transaction;

5.2.2 the Assignor has not acquired from Golfsmith International, Inc. (or a member of Golfsmith International, Inc.'s Group) any trade marks comprising (in whole or in part) any of the marks or signs which are comprised in the Trade Marks, other than the Trade Marks listed in schedule 1;

5.2.3 the Assignor has not assigned or granted to any third party any right, title or interest in or under any of the Assigned Rights.

6. NOTICES

6.1 Except as expressly provided otherwise in this Agreement, any notice given by one Party to the other Party under this Agreement must be in writing and may be delivered by pre-paid first class post and will be deemed to have been given:

6.1.1 if delivered by pre-paid first class post from an address which is within the same country as the address to which it is sent, two Working Days after the date of posting; or

6.1.2 if delivered by pre-paid first class post from an address which is not within the same country as the address to which it is sent, five Working Days after the date of posting,

provided that, in each case, if deemed receipt occurs before 9:00am on a Working Day the notice shall be deemed to have been received at 9:00am on that day, and if deemed receipt occurs after 4:30pm on a Working Day, or on a day which is not a Working Day, the notice shall be deemed to have been received at 9:00am on the next Working Day.

- 6.2 Notices shall be delivered to the addresses of the Parties as set out below or to any other address notified in writing by one Party to the other for the purpose of receiving notices after the date of this Agreement:

| | To the Assignor | To the Assignee |
|-----------------------|---|---|
| Address: | 345 Court St Coraopolis PA 15108 USA | Unit 17 Trade City Avro Way Brooklands Business Park Weybridge Surrey KT13 0YF UK |
| For the attention of: | Genevieve Evans | Stephanie Zinser |

7. COSTS

Except as expressly set out in this Agreement, each Party shall bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of this Agreement and all other documents to be completed in accordance with its provisions.

8. WAIVER AND CUMULATIVE REMEDIES

8.1 The rights and remedies provided by this Agreement may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of this Agreement or of a default under this Agreement shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

8.2 The rights and remedies provided by this Agreement are cumulative and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

9. NO PARTNERSHIP, ETC

Nothing in this Agreement is intended to create a partnership, joint venture or legal relationship of any kind between the Parties that would impose liability upon one Party for the act or failure to act of the other Party (except as expressly set out in this Agreement), or to authorise one Party to act as agent for the other. Except where otherwise expressly provided in this Agreement, neither Party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind the other Party.

10. THIRD PARTIES

10.1 A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

10.2 This Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective successors and permitted assigns, and references to either Party shall include that Party's successors and permitted assigns.

11. SEVERANCE

11.1 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

11.2 If any provision of this Agreement is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

12. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

13. COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.

13.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same agreement.

14. ENTIRE AGREEMENT

14.1 This Agreement sets out the entire agreement and understanding between the Parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of this Agreement by, or on behalf of, the Parties and relating to its subject matter.

14.2 Each Party confirms that it has not relied upon, and shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any other Party unless that agreement, warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement.

15. LAW AND JURISDICTION

15.1 This Agreement and any matter arising from or in connection with it (including any non-contractual obligation) shall be governed by and construed in accordance with the laws of the State of Delaware.

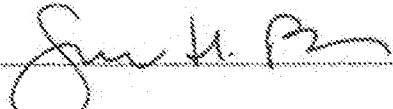
15.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the State of Pennsylvania, USA, over any claim or matter arising from or in connection with this Agreement or the legal relationships established by or in connection with this Agreement.

16. CONFIDENTIALITY

The Parties agree to keep the terms of this Agreement confidential. Either party may disclose to governmental authorities the terms of the Agreement, except the financial terms, in connection with recordation of ownership of the Trade Marks. For the avoidance of doubt, either Party may disclose the terms of this Agreement to any of its directors, other officers and employees and professional advisers (each a "Recipient"), provided that, before such disclosure to a Recipient, such Party shall ensure that such Recipient is made aware of and complies with the obligations of confidentiality under this clause 16 as if the Recipient was a party to this Agreement. The Assignee's obligations to keep certain information confidential pursuant to the Mutual Non-Disclosure Agreement executed by it on 25 October 2017 shall terminate with respect to the Assigned Rights only upon execution of this Agreement and receipt of payment of the Consideration by the Assignor.

IN WITNESS whereof the Parties have executed this Agreement the day and year first above written.





Signed for and on behalf of
DICK'S SPORTING GOODS, INC.
by a director or authorised signatory acting
under the authority of the company in
accordance with the laws of the State of
Delaware, USA:








) Signature: 
)
) Full name: Elizabeth H. Baran
) **Director/Authorised Signatory**

Signed for and on behalf of
CHARLES CLAIRE LLP, TRADING AS
LYNX GOLF
by:

) Signature: _____
)
) Full name: _____
) **Director/Authorised Signatory**

SCHEDULE 1: TRADE MARK REGISTRATIONS AND APPLICATIONS

| Mark | Device | Territory | Classes | App No / Reg No | Filing Date | Reg Date | Registered Proprietor / Applicant | Status |
|----------------|---|-----------------|---------|--------------------|-------------|-------------|---|------------|
| BLACK CAT | - | Australia | 28 | 651600 | 25 Jan 1995 | 08 May 1997 | Golfsmith International, Inc. | Registered |
| BLACK CAT |  | China | 28 | 9601196 | 16 Jun 2011 | 21 Aug 2012 | Golfsmith International, Inc. | Registered |
| BLACK CAT | - | USA | 28 | 1983048 | 26 Sep 1994 | 25 Jun 1996 | Golfsmith International, Inc. | Registered |
| CRYSTAL CAT | - | Australia | 28 | 789998 | 31 Mar 1999 | 03 Aug 2000 | Golfsmith International, Inc. | Registered |
| CRYSTAL CAT | - | China | 28 | 1428984 | 30 Apr 1999 | 07 Aug 2000 | Golfsmith International, Inc. | Registered |
| CRYSTAL CAT | - | USA | 28 | 2453296 | 19 Jun 2000 | 22 May 2001 | Golfsmith International, Inc. | Registered |
| LYNX | - | Australia | 28 | 591604 | 02 Dec 1992 | 09 Sep 1993 | Golfsmith International, Inc. | Registered |
| LYNX |  | China | 28 | 2021555 | 17 May 1999 | 21 Dec 2003 | Golfsmith International, Inc. | Registered |
| LYNX |  | Hong Kong | 25 | 19841279 | 20 Jan 1983 | 23 Jun 1984 | Golfsmith International, Inc. | Registered |
| LYNX |  | Hong Kong | 28 | 200107204 | 20 Mar 2000 | 18 Jun 2001 | Golfsmith International, Inc. | Registered |
| LYNX | - | New Zealand | 28 | 103429 | 05 Mar 1973 | 30 Aug 1974 | Golfsmith International, Inc. | Registered |
| LYNX | - | South Africa | 28 | 1999/19085 | 15 Oct 1999 | 13 Jun 2003 | Golfsmith International, Inc. | Registered |
| LYNX | - | USA | 22 | 943571 | 16 Sep 1970 | 26 Sep 1972 | Golfsmith International, Inc. | Registered |
| LYNX | - | USA | 25, 28 | 1446493 | 15 Apr 1985 | 07 Jul 1987 | Golfsmith International, Inc. | Registered |
| PARALLAX | - | Australia | 28 | 792092 | 22 Apr 1999 | 02 Mar 2000 | Golfsmith International, Inc. | Registered |

| Mark | Device | Territory | Classes | App No / Reg No | Filing Date | Reg Date | Registered Proprietor / Applicant | Status |
|----------------------|---|-----------------|---------|--------------------|-------------|-------------|---|------------|
| PARALLAX | - | USA | 28 | 1399697 | 15 Nov 1985 | 01 Jul 1986 | Golfsmith International, Inc. | Registered |
| PREDATOR | - | Australia | 28 | 432300 | 27 Aug 1985 | 17 Dec 1987 | Golfsmith International, Inc. | Lapsed |
| PREDATOR | - | USA | 28 | 1351870 | 24 Aug 1984 | 30 Jul 1985 | Golfsmith International, Inc. | Registered |
| SILVERCAT |  | China | 28 | 9601195 | 16 Jun 2011 | 21 Aug 2012 | Golfsmith International, Inc. | Registered |
| SILVERCAT | - | USA | 28 | 4211010 | 19 May 2011 | 18 Sep 2012 | Golfsmith International, Inc. | Registered |
| TIGRESS | - | Australia | 28 | 792086 | 22 Apr 1999 | 23 Nov 2000 | Golfsmith International, Inc. | Registered |
| TIGRESS |  | China | 28 | 6706702 | 07 May 2008 | 07 Aug 2010 | Golfsmith International, Inc. | Registered |
| TIGRESS | - | USA | 28 | 1356970 | 24 Aug 1984 | 27 Aug 1985 | Golfsmith International, Inc. | Registered |
| {Cat head device} |  | Australia | 28 | 794118 | 13 May 1999 | 20 Apr 2000 | Golfsmith International, Inc. | Registered |
| {Cat head device} |  | China | 28 | 1428987 | 30 Apr 1999 | 07 Aug 2000 | Golfsmith International, Inc. | Registered |
| {Cat head device} |  | Hong Kong | 28 | 200012785 | 02 Mar 2000 | 21 Sep 2000 | Golfsmith International, Inc. | Registered |
| {Cat head device} |  | South Africa | 28 | 1999/19087 | 15 Oct 1999 | 11 Apr 2003 | Golfsmith International, Inc. | Registered |
| {Cat head device} |  | USA | 28 | 1518125 | 27 Apr 1988 | 27 Dec 1988 | Golfsmith International, Inc. | Registered |

SCHEDULE 2: RECORDAL FORMS AND SUPPORTING DOCUMENTS

1. A certified copy of the Bill of Sale described in clause 5.2.1 of this Agreement;
2. A copy of the Assignor's incorporation document;
3. Application forms for recordal of the assignment of the Chinese trade marks by Golfsmith International, Inc. to the Assignor, duly executed on behalf of the Assignor;
4. Application forms for recordal of the assignment of the Chinese trade marks by the Assignor to the Assignee, duly executed on behalf of the Assignor;
5. A power of attorney in favour of the Assignee's trade mark attorneys or other legal representatives for the purposes of recording the assignment of the Chinese trade marks by Golfsmith International, Inc. to the Assignor, duly executed on behalf of the Assignor;
6. A power of attorney in favour of the Assignee's trade mark attorneys or other legal representatives for the purposes of recording the assignment of the Chinese trade marks by the Assignor to the Assignee, duly executed on behalf of the Assignor; and
7. A power of attorney in favour of the Assignee's trade mark attorneys or other legal representatives for the purposes of recording the assignment of the South African trade marks by Golfsmith International, Inc. to the Assignor, duly executed on behalf of the Assignor.

DATED 16th NOVEMBER 2017

(1) DICK'S SPORTING GOODS, INC.

- and -

(2) CHARLES CLAIRE LLP, TRADING AS LYNX GOLF

AGREEMENT

relating to
the assignment of various trade marks

CONTENTS

1. DEFINITIONS AND INTERPRETATION 1

2. ASSIGNMENT..... 2

3. CONSIDERATION..... 3

4. FURTHER ASSURANCE..... 3

5. WARRANTIES 4

6. NOTICES..... 4

7. COSTS..... 5

8. WAIVER AND CUMULATIVE REMEDIES..... 5

9. NO PARTNERSHIP, ETC 5

10. THIRD PARTIES 5

11. SEVERANCE..... 6

12. VARIATION 6

13. COUNTERPARTS 6

14. ENTIRE AGREEMENT..... 6

15. LAW AND JURISDICTION..... 6

16. CONFIDENTIALITY..... 7

SCHEDULE 1: TRADE MARK REGISTRATIONS AND APPLICATIONS 8

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16th NOVEMBER

2017

BETWEEN:

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- (2) **CHARLES CLAIRE LLP, TRADING AS LYNX GOLF**, a limited liability partnership incorporated in England and Wales under company number OC358736 and whose registered office address is at Unit 17 Trade City, Avro Way, Brooklands Business Park, Weybridge, Surrey, KT13 0YF, UK (the "Assignee"),

(each a "Party" and together the "Parties").

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"Assigned Rights" means each of the rights, titles and interests assigned (or intended to be assigned) pursuant to clause 2.1 below;

"Consideration" has the meaning given in clause 3.1;

"Control" means, in respect of any company or corporation or equivalent entity, the power to control such entity either: (a) by means of the beneficial ownership of more than fifty per cent (50%) of the issued share capital in that entity (or, as the case may be, in another company or corporation of which that entity is, directly or indirectly, a wholly owned subsidiary); or (b) as a result of any powers conferred by the articles of association or other document regulating that entity (and "Controls" and "Controlled" shall be construed accordingly);

"Golfsmith Transaction" means the transaction (or series of transactions) in or around December 2016 pursuant to or in connection with which the Assignor (or a member of its Group) acquired rights in the Trade Marks from Golfsmith International, Inc. (or a member of Golfsmith International, Inc.'s Group);

"Group" means, in relation to any party: (a) any company or other entity which is from time to time under the Control of that party; (b) any company or other entity which from time to

time Controls that party; and (c) any company or other entity which from time to time is Controlled by or Controls any such company or entity;

"Trade Marks" means each of the registered trade marks listed in schedule 1, and any and all goodwill attaching to any of those marks; and

"Working Day" means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London.

1.2 In this Agreement (unless the context requires otherwise):

1.2.1 the words "including", "include", "for example", "in particular" and words of similar effect shall not limit the general effect of the words which precede them;

1.2.2 reference to any agreement, contract, document or deed shall include that document as varied, supplemented or novated from time to time;

1.2.3 words importing persons shall include natural persons, bodies corporate, unincorporated associations and partnerships (whether or not any of them have separate legal personality);

1.2.4 words importing the singular shall include the plural and vice versa;

1.2.5 construction of this Agreement shall ignore the headings, contents list and frontsheet (all of which are for reference only);

1.2.6 references to a clause or schedule are references to the clause or schedule of, or to, this Agreement; and

1.2.7 reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re-enactment or amendment of the same.

1.3 This Agreement is made in the English (US) language. In the event that this Agreement is translated into any other language, the English (US) version shall prevail.

2. ASSIGNMENT

2.1 The Assignor hereby assigns to the Assignee all such right, title or interest as it may hold in:

2.1.1 the Trade Marks;

2.1.2 the right to claim priority (where available) from each of the Trade Marks in any part of the world;

2.1.3 the goodwill in or attaching to the Trade Marks;

2.1.4 the right to bring proceedings against any third party in respect of infringement or misuse of any of the Trade Marks or other matters listed above, whether committed before or after the date of this Agreement, including the right to claim damages or such other relief as may be available in respect of any of them.

2.2 If, in any country, the execution after the date of this Agreement of a confirmatory assignment or other document in respect of any of the Assigned Rights in that country would be ineffective or invalid by reason of the transfer effected by this Agreement, then this Agreement shall be deemed to be an agreement to assign such Assigned Right, and not an assignment of such Assigned Right, in that country. For the avoidance of doubt, this clause 2.2 shall not affect the validity of this Agreement as an assignment of legal title in relation to such Assigned Right in any other country or in relation to any other of the Assigned Rights in that or any other country.

3. CONSIDERATION

3.1 In consideration of the assignment pursuant to clause 2 above and the Assignor's other obligations and liabilities pursuant to this Agreement, the Assignee shall pay to the Assignor the sum of US\$215,000 (two hundred and fifteen thousand US dollars) (inclusive of any and all taxes) (the "Consideration").

3.2 The Consideration shall be payable in full upon execution and delivery by the Assignor of: (a) this Agreement; and (b) the duly executed applicable forms and documents in accordance with clause 4.2 below.

3.3 It will be the Assignee's responsibility to prepare and submit the relevant forms and other documents to the applicable registries or intellectual property offices for the purposes of recording itself as the registered proprietor of the Trade Marks. As such, it is envisaged that, following delivery to the Assignee of the duly executed applicable forms and documents in accordance with clause 4.2 below, and payment of the Consideration to the Assignor, that no further involvement of the Assignor will be required, save where necessary in order to support the Assignee (for example, where, despite the Assignee's efforts, a form is required to be filed by the Assignor directly), in which case, for the avoidance of doubt, the provisions described in clause 4 below (and, in particular, clause 4.4) apply.

4. FURTHER ASSURANCE

4.1 The Assignor shall, at the request of the Assignee and subject to clause 4.4, do or procure the doing of all such reasonably requested further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this Agreement and to vest in the Assignee the full benefit of the Assigned Rights.

4.2 Within seven days following the date of this Agreement, the Assignor shall deliver (or procure such delivery) to the Assignee each of the applicable registry or intellectual property office forms as required for the purposes of recording the assignment of each of the Assigned Rights at each such applicable registry or intellectual property office, as set out in schedule 2, duly executed by or on behalf of the Assignor, together with such other documents as may reasonably be required to accompany such forms.

4.3 In particular, but without prejudice to clause 4.1 or 4.2, subject to clause 4.4, the Assignor shall countersign such forms or other documents as may be reasonably requested by the Assignee or by any applicable registry or intellectual property office for the purposes of recording the assignment of any of the Assigned Rights at any applicable registry or intellectual property office.

4.4 The Assignee shall reimburse the Assignor for any expenses incurred in the course of doing any such act at the request of the Assignee pursuant to either of clauses 4.1 or 4.3.

- 4.5 The Assignor shall give the Assignee, at the Assignee's sole cost and expense, on the Assignee's request, all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Assigned Rights.
- 4.6 The Assignor undertakes that it shall not (and shall procure that each member of its Group shall not), at any time, anywhere in the world, directly or indirectly (including by way of procuring or assisting any third party):
- 4.6.1 challenge the validity or subsistence of, or seek to revoke any of the Trade Mark registrations listed in schedule 1; or
 - 4.6.2 challenge the ownership by the Assignee (or any member of its Group) of any of the Trade Marks.

5. WARRANTIES

- 5.1 Save as expressly provided in clause 5.2 below, the Assignor expressly disclaims any and all representations and warranties of any kind, either express or implied, including any warranties of ownership, title, validity, enforceability or non-infringement.
- 5.2 The Assignor hereby warrants and represents to the Assignee that:
- 5.2.1 before the date of this Agreement, the Assignor has disclosed to the Assignee a complete and accurate copy (save that financial terms and references to the intellectual property rights, other than the Trade Marks, may have been redacted) of the Bill of Sale pursuant to which each of the Trade Marks was assigned as part of the Golfsmith Transaction;
 - 5.2.2 the Assignor has not acquired from Golfsmith International, Inc. (or a member of Golfsmith International, Inc.'s Group) any trade marks comprising (in whole or in part) any of the marks or signs which are comprised in the Trade Marks, other than the Trade Marks listed in schedule 1;
 - 5.2.3 the Assignor has not assigned or granted to any third party any right, title or interest in or under any of the Assigned Rights.

6. NOTICES

- 6.1 Except as expressly provided otherwise in this Agreement, any notice given by one Party to the other Party under this Agreement must be in writing and may be delivered by pre-paid first class post and will be deemed to have been given:
- 6.1.1 if delivered by pre-paid first class post from an address which is within the same country as the address to which it is sent, two Working Days after the date of posting; or
 - 6.1.2 if delivered by pre-paid first class post from an address which is not within the same country as the address to which it is sent, five Working Days after the date of posting.

provided that, in each case, if deemed receipt occurs before 9:00am on a Working Day the notice shall be deemed to have been received at 9:00am on that day, and if deemed receipt occurs after 4:30pm on a Working Day, or on a day which is not a Working Day, the notice shall be deemed to have been received at 9:00am on the next Working Day.

- 6.2 Notices shall be delivered to the addresses of the Parties as set out below or to any other address notified in writing by one Party to the other for the purpose of receiving notices after the date of this Agreement:

| | To the Assignor | To the Assignee |
|-----------------------|---|---|
| Address: | 345 Court St Coraopolis PA 15108 USA | Unit 17 Trade City Avro Way Brooklands Business Park Weybridge Surrey KT13 0YF UK |
| For the attention of: | Genevieve Evans | Stephanie Zinser |

7. COSTS

Except as expressly set out in this Agreement, each Party shall bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of this Agreement and all other documents to be completed in accordance with its provisions.

8. WAIVER AND CUMULATIVE REMEDIES

8.1 The rights and remedies provided by this Agreement may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of this Agreement or of a default under this Agreement shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

8.2 The rights and remedies provided by this Agreement are cumulative and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

9. NO PARTNERSHIP, ETC

Nothing in this Agreement is intended to create a partnership, joint venture or legal relationship of any kind between the Parties that would impose liability upon one Party for the act or failure to act of the other Party (except as expressly set out in this Agreement), or to authorise one Party to act as agent for the other. Except where otherwise expressly provided in this Agreement, neither Party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind the other Party.

10. THIRD PARTIES

10.1 A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

- 10.2 This Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective successors and permitted assigns, and references to either Party shall include that Party's successors and permitted assigns.

11. SEVERANCE

- 11.1 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 11.2 If any provision of this Agreement is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

12. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

13. COUNTERPARTS

- 13.1 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.
- 13.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same agreement.

14. ENTIRE AGREEMENT

- 14.1 This Agreement sets out the entire agreement and understanding between the Parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of this Agreement by, or on behalf of, the Parties and relating to its subject matter.
- 14.2 Each Party confirms that it has not relied upon, and shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any other Party unless that agreement, warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement.

15. LAW AND JURISDICTION

- 15.1 This Agreement and any matter arising from or in connection with it (including any non-contractual obligation) shall be governed by and construed in accordance with the laws of the State of Delaware.
- 15.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the State of Pennsylvania, USA, over any claim or matter arising from or in connection with this Agreement or the legal relationships established by or in connection with this Agreement.

16. CONFIDENTIALITY

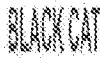

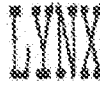

The Parties agree to keep the terms of this Agreement confidential. Either party may disclose to governmental authorities the terms of the Agreement, except the financial terms, in connection with recordation of ownership of the Trade Marks. For the avoidance of doubt, either Party may disclose the terms of this Agreement to any of its directors, other officers and employees and professional advisers (each a "Recipient"), provided that, before such disclosure to a Recipient, such Party shall ensure that such Recipient is made aware of and complies with the obligations of confidentiality under this clause 16 as if the Recipient was a party to this Agreement. The Assignee's obligations to keep certain information confidential pursuant to the Mutual Non-Disclosure Agreement executed by it on 25 October 2017 shall terminate with respect to the Assigned Rights only upon execution of this Agreement and receipt of payment of the Consideration by the Assignor.








IN WITNESS whereof the Parties have executed this Agreement the day and year first above written.

Signed for and on behalf of)
DICK'S SPORTING GOODS, INC.) Signature: _____
by a director or authorised signatory acting)
under the authority of the company in)
accordance with the laws of the State of) Full name: _____
Delaware, USA:) **Director/Authorised Signatory**

Signed for and on behalf of)
CHARLES CLAIRE LLP, TRADING AS) Signature: Stephanie Zinser
LYNX GOLF)
by:) Full name: STEPHANIE C ZINSER
) **Director/Authorised Signatory**

SCHEDULE 1: TRADE MARK REGISTRATIONS AND APPLICATIONS

| Mark | Device | Territory | Classes | App No / Reg No | Filing Date | Reg Date | Registered Proprietor / Applicant | Status |
|----------------|---|-----------------|---------|--------------------|-------------|-------------|---|------------|
| BLACK CAT | - | Australia | 28 | 651600 | 25 Jan 1995 | 08 May 1997 | Golfsmith International, Inc. | Registered |
| BLACK CAT |  | China | 28 | 9601196 | 16 Jun 2011 | 21 Aug 2012 | Golfsmith International, Inc. | Registered |
| BLACK CAT | - | USA | 28 | 1983048 | 26 Sep 1994 | 25 Jun 1996 | Golfsmith International, Inc. | Registered |
| CRYSTAL CAT | - | Australia | 28 | 789998 | 31 Mar 1999 | 03 Aug 2000 | Golfsmith International, Inc. | Registered |
| CRYSTAL CAT | - | China | 28 | 1428984 | 30 Apr 1999 | 07 Aug 2000 | Golfsmith International, Inc. | Registered |
| CRYSTAL CAT | - | USA | 28 | 2453296 | 19 Jun 2000 | 22 May 2001 | Golfsmith International, Inc. | Registered |
| LYNX | - | Australia | 28 | 591604 | 02 Dec 1992 | 09 Sep 1993 | Golfsmith International, Inc. | Registered |
| LYNX |  | China | 28 | 2021555 | 17 May 1999 | 21 Dec 2003 | Golfsmith International, Inc. | Registered |
| LYNX |  | Hong Kong | 25 | 19841279 | 20 Jan 1983 | 25 Jun 1984 | Golfsmith International, Inc. | Registered |
| LYNX |  | Hong Kong | 28 | 200107204 | 20 Mar 2000 | 18 Jun 2001 | Golfsmith International, Inc. | Registered |
| LYNX | - | New Zealand | 28 | 103429 | 05 Mar 1973 | 30 Aug 1974 | Golfsmith International, Inc. | Registered |
| LYNX | - | South Africa | 28 | 1999/19085 | 15 Oct 1999 | 13 Jun 2003 | Golfsmith International, Inc. | Registered |
| LYNX | - | USA | 22 | 943571 | 16 Sep 1970 | 26 Sep 1972 | Golfsmith International, Inc. | Registered |
| LYNX | - | USA | 25, 28 | 1446493 | 15 Apr 1985 | 07 Jul 1987 | Golfsmith International, Inc. | Registered |
| PARALLAX | - | Australia | 28 | 792092 | 22 Apr 1999 | 02 Mar 2000 | Golfsmith International, Inc. | Registered |

| Mark | Device | Territory | Classes | App No / Reg No | Filing Date | Reg Date | Registered Proprietor / Applicant | Status |
|----------------------|---|-----------------|---------|--------------------|-------------|-------------|---|------------|
| PARALLAX | - | USA | 28 | 1399697 | 15 Nov 1985 | 01 Jul 1986 | Golfsmith International, Inc. | Registered |
| PREDATOR | - | Australia | 28 | 432300 | 27 Aug 1985 | 17 Dec 1987 | Golfsmith International, Inc. | Lapsed |
| PREDATOR | - | USA | 28 | 1351870 | 24 Aug 1984 | 30 Jul 1985 | Golfsmith International, Inc. | Registered |
| SILVERCAT |  | China | 28 | 9601195 | 16 Jun 2011 | 21 Aug 2012 | Golfsmith International, Inc. | Registered |
| SILVERCAT | - | USA | 28 | 4211010 | 19 May 2011 | 18 Sep 2012 | Golfsmith International, Inc. | Registered |
| TIGRESS | - | Australia | 28 | 792086 | 22 Apr 1999 | 23 Nov 2000 | Golfsmith International, Inc. | Registered |
| TIGRESS |  | China | 28 | 6706702 | 07 May 2008 | 07 Aug 2010 | Golfsmith International, Inc. | Registered |
| TIGRESS | - | USA | 28 | 1356970 | 24 Aug 1984 | 27 Aug 1985 | Golfsmith International, Inc. | Registered |
| {Cat head device} |  | Australia | 28 | 794118 | 13 May 1999 | 20 Apr 2000 | Golfsmith International, Inc. | Registered |
| {Cat head device} |  | China | 28 | 1428987 | 30 Apr 1999 | 07 Aug 2000 | Golfsmith International, Inc. | Registered |
| {Cat head device} |  | Hong Kong | 28 | 200012785 | 02 Mar 2000 | 21 Sep 2000 | Golfsmith International, Inc. | Registered |
| {Cat head device} |  | South Africa | 28 | 1999/19037 | 15 Oct 1999 | 11 Apr 2003 | Golfsmith International, Inc. | Registered |
| {Cat head device} |  | USA | 28 | 1518125 | 27 Apr 1988 | 27 Dec 1988 | Golfsmith International, Inc. | Registered |

SCHEDULE 2: RECORDAL FORMS AND SUPPORTING DOCUMENTS

1. A certified copy of the Bill of Sale described in clause 5.2.1 of this Agreement;
2. A copy of the Assignor's incorporation document;
3. Application forms for recordal of the assignment of the Chinese trade marks by Golfsmith International, Inc. to the Assignor, duly executed on behalf of the Assignor;
4. Application forms for recordal of the assignment of the Chinese trade marks by the Assignor to the Assignee, duly executed on behalf of the Assignor;
5. A power of attorney in favour of the Assignee's trade mark attorneys or other legal representatives for the purposes of recording the assignment of the Chinese trade marks by Golfsmith International, Inc. to the Assignor, duly executed on behalf of the Assignor;
6. A power of attorney in favour of the Assignee's trade mark attorneys or other legal representatives for the purposes of recording the assignment of the Chinese trade marks by the Assignor to the Assignee, duly executed on behalf of the Assignor; and
7. A power of attorney in favour of the Assignee's trade mark attorneys or other legal representatives for the purposes of recording the assignment of the South African trade marks by Golfsmith International, Inc. to the Assignor, duly executed on behalf of the Assignor.