

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469248

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS - Release of Reel 5885 - Frame 0143

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		04/05/2018	Limited Partnership:

RECEIVING PARTY DATA

Name:	GOLF TOWN CANADA INC.
Street Address:	55 Interchange Way
Internal Address:	Unit 4
City:	Vaughan, Ontario
State/Country:	CANADA
Postal Code:	L4K 5W3
Entity Type:	Corporation: CANADA
Name:	GOLF TOWN USA, L.L.C.
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Limited Liability Company: DELAWARE
Name:	GOLFSMITH INTERNATIONAL HOLDINGS, INC.
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Corporation: DELAWARE
Name:	GOLF TOWN GP II INC.
Street Address:	55 Interchange Way
Internal Address:	Unit 4
City:	Vaughan, Ontario
State/Country:	CANADA
Postal Code:	L4K 5W3
Entity Type:	Corporation: ONTARIO
Name:	GOLF TOWN OPERATING LIMITED PARTNERSHIP

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Street Address:	55 Interchange Way
Internal Address:	Unit 4
City:	Vaughan, Ontario
State/Country:	CANADA
Postal Code:	L4K 5W3
Entity Type:	Limited Partnership: ONTARIO
Name:	GOLF TOWN USA HOLDCO LIMITED
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Corporation: DELAWARE
Name:	GOLFSMITH EUROPE, L.L.C.
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Limited Liability Company: DELAWARE
Name:	GOLFSMITH LICENSING, L.L.C.
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Limited Liability Company: DELAWARE
Name:	GOLFSMITH INCENTIVE SERVICES, LLC
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Limited Liability Company: DELAWARE
Name:	GOLFSMITH 2 GP, L.L.C.
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Limited Liability Company: DELAWARE
Name:	GOLFSMITH INTERNATIONAL, INC.
Street Address:	11000 North IH-35
City:	Austin

TRADEMARK

REEL: 006310 FRAME: 0018

State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Corporation: DELAWARE
Name:	GOLFSMITH INTERNATIONAL, L.P.
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Limited Partnership: DELAWARE
Name:	GOLFSMITH NU, L.L.C.
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Limited Liability Company: DELAWARE
Name:	GOLFSMITH USA, L.L.C.
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Limited Liability Company: DELAWARE
Name:	GOLF TOWN CANADA HOLDINGS INC.
Street Address:	55 Interchange Way
Internal Address:	Unit 4
City:	Vaughan, Ontario
State/Country:	CANADA
Postal Code:	L4K 5W3
Entity Type:	Corporation: ONTARIO
Name:	GOLF TOWN USA HOLDINGS INC.
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	Corporation: DELAWARE
Name:	GMAC HOLDINGS, LLC
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753

TRADEMARK

REEL: 006310 FRAME: 0019

Entity Type:	Limited Liability Company: DELAWARE
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PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	4211010	SILVERCAT
Registration Number:	3197097	CLUBMAKER
Registration Number:	2923963	CLUBVANTAGE
Registration Number:	3525960	DRY-18
Registration Number:	3173001	GOLFSMITH
Registration Number:	3899960	GOLFSMITH XTREME
Registration Number:	3778454	J.G. HICKORY
Registration Number:	3802812	J. G. HICKORY
Registration Number:	3603473	MAGGIELANE
Serial Number:	86944484	SMARTFIT GOLFSMITH
Registration Number:	3259842	SNAKE EYES
Registration Number:	3366438	SNAKE EYES
Registration Number:	3366440	SNAKE EYES
Registration Number:	3259833	SNAKE EYES
Registration Number:	3604092	TOUR TREK
Registration Number:	5015976	TOUR TREK
Registration Number:	4904978	TOUR TREK
Registration Number:	4904977	TOUR TREK
Registration Number:	5015975	TOUR TREK
Registration Number:	3674023	ZTECH
Registration Number:	3216122	CLUBMAKER
Registration Number:	3949556	CUSTOM FIT 15 MORE YARDS GUARANTEE
Registration Number:	3949555	CUSTOM FIT PLAY BETTER GUARANTEE
Registration Number:	3949554	PLAY BETTER GUARANTEE
Registration Number:	0879423	DX
Registration Number:	1447761	GOLFSMITH
Registration Number:	4255046	AFTER18
Registration Number:	4749086	ANYTHING FOR GOLF
Registration Number:	1983048	BLACK CAT
Registration Number:	2453296	CRYSTAL CAT
Registration Number:	1518125	
Registration Number:	4832672	FAIR-WAY
Registration Number:	4687366	GOLFSMITH LEADER BOARD
Registration Number:	2124010	HAWK EYE
Serial Number:	87064515	HIGH FADE

Property Type	Number	Word Mark
Registration Number:	1966455	KILLER BEE
Registration Number:	1446493	LYNX
Registration Number:	0943571	LYNX
Registration Number:	4286697	MAKE EVERY SWING COUNT
Registration Number:	0137977	MACGREGOR
Registration Number:	0930423	MACGREGOR
Registration Number:	1127578	MT
Registration Number:	1686548	MT
Registration Number:	1399697	PARALLAX
Registration Number:	1351870	PREDATOR
Registration Number:	2551128	QUICK STRIKE
Registration Number:	1889946	SNAKE EYES
Registration Number:	2129128	SOFT STROKE
Registration Number:	1356970	TIGRESS
Registration Number:	2500355	TOURNEY
Registration Number:	1113249	VIP
Registration Number:	0865675	VIP
Registration Number:	2436051	VIPER
Registration Number:	1924718	ZEVO
Registration Number:	3859118	GOLF TOWN
Registration Number:	3953134	GOLF TOWN
Registration Number:	4009371	GOLF TOWN
Registration Number:	3875548	GOLF TOWN ALL FORE THE GAME
Registration Number:	3348059	GOLF TOWN LEADER BOARD MEMBERSHIP PRIVIL
Registration Number:	3689805	HANK HANEY

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8408

Email: juan.arias@weil.com

Correspondent Name: Vaishali Mahna

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: V. Mahna - 48930.0010

NAME OF SUBMITTER: Vaishali Mahna

SIGNATURE: /Vaishali Mahna/

DATE SIGNED:	04/10/2018
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Total Attachments: 7

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**RELEASE OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Release of Grant of Security Interest in United States Trademarks (this "Trademark Release") is conveyed as of April 5, 2018 by **ANTARES CAPITAL LP**, in its capacity as agent (the "Agent") for the lending institutions in favor of the Pledgors (as defined below).

WHEREAS, Golf Town Canada Inc., a corporation formed under the laws of Canada ("GT Canada"), Golf Town USA L.L.C., a Delaware limited liability company ("GT USA"), Golfsmith International Holdings, Inc., a Delaware corporation ("Golfsmith"), Golf Town GP II INC., a corporation formed under the laws of Ontario ("GT GP II"), Golf Town Operating Limited Partnership, a limited partnership formed under the laws of Ontario ("GT Partnership"), Golf Town USA Holdco Limited, a Delaware corporation ("GT Holdco"), Golfsmith Europe, L.L.C., a Delaware limited liability company ("GS Europe"), Golfsmith Licensing, L.L.C., a Delaware limited liability company ("GS Licensing"), Golfsmith Incentive Services, LLC, a Texas limited liability company ("GS Incentive"), Golfsmith 2 GP, L.L.C. ("Golfsmith 2 GP"), a Delaware limited liability company, Golfsmith International, Inc., a Delaware corporation ("Golfsmith International"), Golfsmith International, L.P., a Delaware limited partnership ("Golfsmith LP"), Golfsmith NU, L.L.C., a Delaware limited liability company ("Golfsmith NU"), Golfsmith USA, L.L.C., a Delaware limited liability company ("Golfsmith USA"), Golf Town Canada Holdings, Inc., a corporation formed under the laws of Ontario ("GT Canada Holdings"), Golf Town USA Holdings Inc., a Delaware corporation ("GT USA Holdings"), and GMAC Holdings, LLC, a Delaware limited liability company ("GMAC", and together with GT Canada, GT USA, Golfsmith, GT GP II, GT Partnership, GT Holdco, GS Europe, GS Licensing, GS Incentive, Golfsmith 2 GP, Golfsmith International, Golfsmith LP, Golfsmith NU, Golfsmith USA, GT Canada Holdings, and GT USA Holdings, the "Pledgors" and each individually a "Pledgor") granted a security interest (the "Security Interest") in favor of the Agent, in and to certain intellectual property held by the Pledgors, including, without limitation, the Trademarks listed on Schedule A attached hereto and made a part hereof and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks, as set forth in that certain Trademark Security Agreement (the "Trademark Agreement"), dated as of September 19, 2016 by the Pledgors in favor of the Agent, which was recorded with the United States Patent and Trademark Office (the "USPTO") on September 27, 2016 at Reel 5885, Frame 0143. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Trademark Agreement and the Guaranty and Security Agreement, dated as of September 19, 2016 by the Pledgors in favor of the Agent, as applicable; and

WHEREAS, the Agent has agreed to terminate and release its Security Interest in all Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Agent hereby:

1. Terminates and releases the Trademark Agreement and fully discharges all liens and the Security Interest, hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to each Pledgor and its respective successors and assigns in

association with the Security Interest, and hereby releases each Pledgor and its respective successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest in the following:

- (a) all Trademarks and any other Trademark Collateral, including, without limitation, those identified on Schedule A hereto; and
- (b) all products and Proceeds of and rights associated with the foregoing, including any claim by any Pledgor against third parties for past, present, or future infringement or dilution of any Trademark, for any injury to the goodwill associated with the use of any Trademark, or for enforcement of any Trademark;

2. Reassigns, transfers and conveys to the applicable Pledgor any and all liens, security interests, right, title and interest of the Agent in the Trademarks, including, without limitation, those identified on Schedule A, without recourse or representation or warranty, express or implied, of any kind;

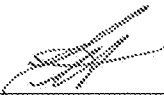
3. Agrees that any power of attorney or similar rights granted by any Pledgor to the Agent with respect to the Trademarks, including, without limitation, those identified on Schedule A, pursuant to or in connection with the Trademark Agreement is terminated; and

4. Authorizes and requests that the USPTO note and record the existence of the release hereby given. The Agent shall, at the Pledgors' sole cost and expense and at any of the Pledgors' reasonable request, execute, acknowledge and deliver to the Pledgors all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of the Security Interest.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be duly executed as of the date first written above.

ANTARES CAPITAL LP, as Agent

By: 
Name: Ellen D. Weaver
Its: Duly Authorized Signatory

[GOLF - SIGNATURE PAGE TO TRADEMARK RELEASE (DIP FINANCING)]

TRADEMARK
REEL: 006310 FRAME: 0025

SCHEDULE A

U.S. Trademarks

Owner	Registration Date	Application Date	Registration No.	Application No.	Trademark Name
Golfsmith International, Inc.	18-SEP-2012	19-MAY-2011	4211010	85324602	SILVERCAT
Golfsmith International, Inc.	09-JAN-2007	21-JAN-2004	3197097	76571189	CLUBMAKER
Golfsmith International, Inc.	01-FEB-2005	31-JUL-2003	2923963	76533789	CLUBVANTAGE
Golfsmith International, Inc.	28-OCT-2008	30-AUG-2006	3525960	78964383	DRY-18
Golfsmith International, Inc.	21-NOV-2006	10-JAN-2006	3173001	76653328	GOLFSMITH
Golfsmith International, Inc.	04-JAN-2011	13-MAY-2010	3899960	85038005	GOLFSMITH XTREME
Golfsmith International, Inc.	20-APR-2010	15-MAR-2007	3778454	77132347	J.G. HICKORY
Golfsmith International, Inc.	15-JUN-2010	21-OCT-2009	3802812	77853904	J. G. HICKORY
Golfsmith International, Inc.	07-APR-2009	31-AUG-2007	3603473	77269270	MAGGIELANE
Golfsmith International, Inc.		17-MAR-2016		86944484	SMARTFIT GOLFSMITH and Wrench Design
Golfsmith International, Inc.	10-JUL-2007	12-JAN-2007	3259842	76671308	SNAKE EYES
Golfsmith International, Inc.	08-JAN-2008	10-NOV-2006	3366438	77041456	SNAKE EYES
Golfsmith International, Inc.	08-JAN-2008	10-NOV-2006	3366440	77041461	SNAKE EYES
Golfsmith International, Inc.	10-JUL-2007	08-NOV-2006	3259833	76668732	SNAKE EYES
Golfsmith International, Inc.	07-APR-2009	28-APR-2008	3604092	77459974	TOUR TREK
Golfsmith	09-AUG-2016	21-JUL-2015	5015976	86700250	TOUR TREK

Owner	Registration Date	Application Date	Registration No.	Application No.	Trademark Name
International, Inc.					
Golfsmith International, Inc.	23-FEB-2016	21-JUL-2015	4904978	86700246	TOUR TREK
Golfsmith International, Inc.	23-FEB-2016	21-JUL-2015	4904977	86700242	TOUR TREK
Golfsmith International, Inc.	09-AUG-2016	21-JUL-2015	5015975	86700233	TOUR TREK
Golfsmith International, Inc.	25-AUG-2009	28-APR-2008	3674023	77459977	ZTECH
Golfsmith International, Inc.	06-MAR-2007	21-JAN-2004	3216122	76571190	CLUBMAKER
Golfsmith International, Inc.	19-APR-2011	28-JUL-2010	3949556	85094471	CUSTOM FIT 15 MORE YARDS GUARANTEE
Golfsmith International, Inc.	19-APR-2011	28-JUL-2010	3949555	85094448	CUSTOM FIT PLAY BETTER GUARANTEE
Golfsmith International, Inc.	19-APR-2011	28-JUL-2010	3949554	85094434	PLAY BETTER GUARANTEE
Golfsmith International Inc.	28-Oct-1969	12-Oct-1967	879423	72282355	DX
Golfsmith International, Inc.	14-JUL-1987	22-DEC-1986	1447761	73636534	GOLFSMITH
Golfsmith International, Inc.	12/4/2012	05-OCT-2011	4255046	85439441	AFTER 18
Golfsmith International Inc.	6/2/2015	2/24/2014	4749086	86202229	ANYTHING FOR GOLF
Golfsmith International, Inc.	25-JUN-1996	26-SEP-1994	1983048	74578352	BLACK CAT
Golfsmith International, Inc.	22-MAY-2001	19-JUN-2000	2453296	76072938	CRYSTAL CAT
Golfsmith International, Inc.	27-DEC-1988	27-APR-1988	1518125	73724989	(Design Only) 

Owner	Registration Date	Application Date	Registration No.	Application No.	Trademark Name
Golfsmith International, Inc.	13-OCT-2015	25-FEB-2014	4832672	86203153	FAIR-WAY
Golfsmith International, Inc.	17-FEB-2015	8-APR-2014	4687366	86246076	GOLFSMITH LEADER BOARD
Golfsmith International, Inc.	23-DEC-1997	18-MAR-1997	2124010	75259186	HAWK EYE
Golfsmith International, Inc.		8-JUN-2016		87064515	HIGH FADE
Golfsmith International, Inc.	09-APR-1996	13-DEC-1994	1966455	74610421	KILLER BEE
Golfsmith International, Inc.	07-JUL-1987	15-APR-1985	1446493	73532130	LYNX
Golfsmith International, Inc.	26-SEP-1972	16-SEP-1970	0943571	72370845	LYNX
Golfsmith International, Inc.	5-FEB-2013	26-SEP-2011	4286697	85432268	MAKE EVERY SWING COUNT
Golfsmith International, Inc.	14-DEC-1920	2-APR-1920	137977	71130520	MACGREGOR (Stylized)
Golfsmith International, Inc.	7-MAR-1972	13-May-1970	930423	72359586	MACGREGOR (Stylized)
Golfsmith International, Inc.	11-DEC-1979	17-AUG-1978	1127578	73182405	MT
Golfsmith International, Inc.	12-MAY-1992	21-SEP-1990	1686548	74099277	MT & Design
Golfsmith International, Inc.	01-JUL-1986	15-NOV-1985	1399697	73568753	PARALLAX
Golfsmith International, Inc.	30-JUL-1985	24-AUG-1984	1351870	73496364	PREDATOR
Golfsmith International, Inc.	19-MAR-2002	08-AUG-2000	2551128	76105038	QUICK STRIKE
Golfsmith International, Inc.	18-APR-1995	01-OCT-1993	1889946	74442849	SNAKE EYES
Golfsmith International, Inc.	13-JAN-1998	18-MAR-1997	2129128	75259625	SOFT STROKE
Golfsmith International, Inc.	24-AUG-1984	24-AUG-1984	1356970	73496361	TIGRESS

Owner	Registration Date	Application Date	Registration No.	Application No.	Trademark Name
Inc.					
Golfsmith International, Inc.	23-OCT-2001	9-NOV-2000	2500355	76162599	TOURNEY
Golfsmith International, Inc.	13-FEB-1979	22-MAY-1978	1113249	73171349	VIP
Golfsmith International Inc.	4-MAR-1969	3-APR-1967	865675	72268148	VIP & Design
Golfsmith International, Inc.	20-MAR-2001	13-FEB-1995	2436051	74632929	VIPER
Golfsmith Licensing, L.L.C.	03-OCT-1995	28-JUN-1993	1924718	74406009	ZEVO

Owner	Registration/ Application Date	Registration/ Application No.	Trademark Name
Golf Town Operating Limited Partnership	2010/10/12 / 2009/09/01	3859118 / 77817525	GOLF TOWN
Golf Town Operating Limited Partnership Golf Town GP II Inc.	2011/05/03 / 2009/09/01	3953134 / 77817562	GOLF TOWN AND DESIGN
Golf Town Operating Limited Partnership	2011/08/09 / 2011/01/11	4009371 / 85215177	GOLF TOWN AND DESIGN
Golf Town Operating Limited Partnership	2010/11/16 / 2009/09/01	3875548 / 77817553	GOLF TOWN ALL FORE THE GAME AND DESIGN
Golf Town Canada Inc.	2007/12/04 / 2004/09/13	3348059 / 78482747	GOLF TOWN LEADER BOARD MEMBERSHIP PRIVILEGES AND DESIGN
Hank Haney	2009/09/29 / 2007/03/19	3689805 / 77134337	HANK HANEY