

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS - Reel 4831 Frame 0554		
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		

CH \$1715.00 4211010

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 (formerly known as Accolade Reaction Promotion Group USA Inc.)
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: TEXAS
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
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

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	4211010	SILVERCAT

Property Type	Number	Word Mark
Registration Number:	3093688	ALL THINGS FOR THE WOMAN GOLFER
Registration Number:	3309372	ART SCIENCE INGENUITY
Registration Number:	3336734	A S I
Registration Number:	2999972	BULLWHIP
Registration Number:	2920551	CLUBMAKER
Registration Number:	3197097	CLUBMAKER
Registration Number:	2923963	CLUBVANTAGE
Registration Number:	3309312	
Registration Number:	2922467	
Registration Number:	2922469	
Registration Number:	3564978	DRIVE
Registration Number:	3409852	DRY-18
Registration Number:	3525960	DRY-18
Registration Number:	3398339	FORE! DAD
Registration Number:	3037179	FORMULA ONE
Registration Number:	3173001	GOLFSMITH
Registration Number:	2935945	GOLFSMITH
Registration Number:	2935942	GOLFSMITH
Registration Number:	3899960	GOLFSMITH XTREME
Registration Number:	3137169	HOTFIT
Registration Number:	3778454	J.G. HICKORY
Registration Number:	3802812	J. G. HICKORY
Registration Number:	3603473	MAGGIELANE
Registration Number:	3511991	MAMBA
Registration Number:	3089134	MORE GOLF
Registration Number:	3089338	POWER LINK
Registration Number:	3673996	PROFINITY
Registration Number:	3259842	SNAKE EYES
Registration Number:	3259837	SNAKE EYES
Registration Number:	3366438	SNAKE EYES
Registration Number:	3366439	SNAKE EYES
Registration Number:	3366440	SNAKE EYES
Registration Number:	3259833	SNAKE EYES
Registration Number:	3604092	TOUR TREK
Registration Number:	3326151	YOUR CADDY FOR LIFE
Registration Number:	3674023	ZTECH
Registration Number:	3216122	CLUBMAKER
Registration Number:	3949556	CUSTOM FIT 15 MORE YARDS GUARANTEE

Property Type	Number	Word Mark
Registration Number:	3949555	CUSTOM FIT PLAY BETTER GUARANTEE
Registration Number:	3949554	PLAY BETTER GUARANTEE
Registration Number:	1795392	DON SHERWOOD GOLF & TENNIS WORLD
Registration Number:	1447761	GOLFSMITH
Registration Number:	1274437	XPC
Registration Number:	4255046	AFTER18
Registration Number:	1983048	BLACK CAT
Registration Number:	2453296	CRYSTAL CAT
Registration Number:	1518125	
Registration Number:	2124010	HAWK EYE
Registration Number:	1537481	JAGUAR
Registration Number:	1966455	KILLER BEE
Registration Number:	1446493	LYNX
Registration Number:	0943571	LYNX
Registration Number:	4286697	MAKE EVERY SWING COUNT
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:	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:	3388816	GORDON COOPER

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

TRADEMARK

REEL: 006310 FRAME: 0034

ATTORNEY DOCKET NUMBER:	V. Mahna - 48930.0010
NAME OF SUBMITTER:	Vaishali Mahna
SIGNATURE:	/Vaishali Mahna/
DATE SIGNED:	04/10/2018

Total Attachments: 8

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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**, successor in interest to General Electric Capital Corporation, 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 (formerly known as Accolade Reaction Promotion Group USA Inc.), 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"), and Golf Town USA Holdings Inc., a Delaware corporation ("GT USA Holdings", 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, and GT Canada 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 July 24, 2012 by the Pledgors in favor of the Agent, which was recorded with the United States Patent and Trademark Office (the "USPTO") on July 30, 2012 at Reel 4831, Frame 0554. 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 July 24, 2012 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]

TRADEMARK
REEL: 006310 FRAME: 0038

SCHEDULE A

U.S. Trademarks

Owner	Registration Date	Application Date	Registration No.	Application No.	Trademark Name
Golfsmith International, Inc.		19-MAY-2011		85324602	SILVERCAT
Golfsmith International, Inc.	16-MAY-2006	28-JUN-2004	3093688	76599862	ALL THINGS FOR THE WOMAN GOLFER
Golfsmith International, Inc.	09-OCT-2007	09-JAN-2006	3309372	78787257	ART SCIENCE INGENUITY
Golfsmith International, Inc.	13-NOV-2007	1/6/06	3336734	78786523	A S I
Golfsmith International, Inc.	27-SEP-2005	09-MAR-2004	2999972	76580260	BULLWHIP
Golfsmith International, Inc.	25-JAN-2005	22-JAN-2004	2920551	76571969	CLUBMAKER
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.	09-OCT-2007	19-DEC-2005	3309312	78776380	Design Only
Golfsmith International, Inc.	01-FEB-2005	04-FEB-2004	2922467	76574113	Design Only
Golfsmith International, Inc.	01-FEB-2005	04-FEB-2004	2922469	76574120	Design Only
Golfsmith International, Inc.	20-JAN-2009	28-JUN-2004	3564978	76599863	DRIVE
Golfsmith International, Inc.	08-APR-2008	06-NOV-2006	3409852	77037758	DRY-18
Golfsmith International, Inc.	28-OCT-2008	30-AUG-2006	3525960	78964383	DRY-18
Golfsmith International, Inc.	18-MAR-2008	31-AUG-2007	3398339	77269727	FORE! DAD
Golfsmith International, Inc.	03-JAN-2006	27-FEB-2004	3037179	76578070	FORMULA ONE
Golfsmith International, Inc.	21-NOV-2006	10-JAN-2006	3173001	76653328	GOLFSMITH

Owner	Registration Date	Application Date	Registration No.	Application No.	Trademark Name
Golfsmith International, Inc.	29-MAR-2005	19-MAR-2004	2935945	76582550	GOLFSMITH
Golfsmith International, Inc.	29-MAR-2005	19-MAR-2004	2935942	76582424	GOLFSMITH
Golfsmith International, Inc.	04-JAN-2011	13-MAY-2010	3899960	85038005	GOLFSMITH XTREME
Golfsmith International, Inc.	29-AUG-2006	24-MAR-2005	3137169	78593944	HOTFIT
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.	07-OCT-2008	05-MAR-2008	3511991	77414171	MAMBA
Golfsmith International, Inc.	09-MAY-2006	26-JUL-2004	3089134	76603833	MORE GOLF
Golfsmith International, Inc.	09-MAY-2006	06-JUN-2005	3089338	76640233	POWER LINK
Golfsmith International, Inc.	25-AUG-2009	24-APR-2008	3673996	77456960	PROFINITY
Golfsmith International, Inc.	10-JUL-2007	12-JAN-2007	3259842	76671308	SNAKE EYES
Golfsmith International, Inc.	10-JUL-2007	24-NOV-2006	3259837	76669444	SNAKE EYES
Golfsmith International, Inc.	08-JAN-2008	10-NOV-2006	3366438	77041456	SNAKE EYES
Golfsmith International, Inc.	08-JAN-2008	10-NOV-2006	3366439	77041458	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

Owner	Registration Date	Application Date	Registration No.	Application No.	Trademark Name
Inc.					
Golfsmith International, Inc.	07-APR-2009	28-APR-2008	3604092	77459974	TOUR TREK
Golfsmith International, Inc.	30-OCT-2007	06-MAY-2005	3326151	78624781	YOUR CADDY FOR LIFE
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-SEP-1993	31-AUG-1992	1795392	74309482	DON SHERWOOD GOLF & TENNIS WORLD
Golfsmith International, Inc.	14-JUL-1987	22-DEC-1986	1447761	73636534	GOLFSMITH
Golfsmith International, Inc. (as assignee)	17-APR-1984	24-FEB-1983	1274437	73414814	XPC
Golfsmith International, Inc.	N/A	05-OCT-2011	N/A	85439441	AFTER 18
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) 
Golfsmith International, Inc.	18-MAR-1997	23-DEC-1997	2124010	75259186	HAWK EYE
Golfsmith	02-MAY-	29-AUG-	1537481	73617351	JAGUAR

Owner	Registration Date	Application Date	Registration No.	Application No.	Trademark Name
International, Inc.	1989	1986			
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.	N/A	26-SEP-2011	N/A	85432268	MAKE EVERY SWING COUNT
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.	27-AUG-1985	24-AUG-1984	1356970	73496361	TIGRESS
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	3859118	GOLF TOWN
	/	/	
Golf Town Operating Limited Partnership	2009/09/01	77817525	GOLF TOWN AND DESIGN
	/	/	
Golf Town Operating Limited Partnership	2011/05/03	3953134	GOLF TOWN AND DESIGN
	/	/	
Golf Town Operating Limited Partnership	2009/09/01	77817562	GOLF TOWN AND DESIGN
	/	/	
Golf Town Operating Limited Partnership	2011/08/09	85215177	GOLF TOWN AND DESIGN
	/	/	
Golf Town Operating Limited Partnership	2011/01/11	4009371	GOLF TOWN AND DESIGN
	/	/	
Golf Town Operating Limited Partnership	2010/11/16	3875548	GOLF TOWN ALL FORE THE GAME
	/	/	

	2009/09/01	77817553	AND DESIGN
Golf Town Canada Inc.	2007/12/04	3348059	GOLF TOWN
	/	/	LEADER BOARD
	2004/09/13	78482747	MEMBERSHIP
			PRIVILEGES AND
			DESIGN
Golf Town Canada Inc.	2008/02/26	3388816	GORDON COOPER
	/	/	
	2005/04/12	78606916	