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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM469249

NATURE OF CONVEYANCE: RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES

TRADEMARKS - Release of Reel 4938 - Frame 0168

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	GOLFSMITH INTERNATIONAL, INC.		
Street Address:	11000 NORTH IH-35		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78753		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0879423	DX
Registration Number:	0930423	MACGREGOR
Registration Number:	0137977	MACGREGOR
Registration Number:	2921798	MACTEC
Registration Number:	1127578	MT
Registration Number:	1686548	MT
Registration Number:	2500355	TOURNEY
Registration Number:	1113249	VIP
Registration Number:	0865675	VIP

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: 006342 FRAME: 0270

900446216

ATTORNEY DOCKET NUMBER:	V. Mahna - 48930.0010			
NAME OF SUBMITTER:	Vaishali Mahna			
SIGNATURE:	/Vaishali Mahna/			
DATE SIGNED:	04/10/2018			
Total Attachments: 4				
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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 "<u>Trademark Release</u>") 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 "<u>Agent</u>") for the lending institutions in favor of the Pledgor (as defined below).

WHEREAS, Golfsmith International, Inc., a Delaware corporation (the "Pledgor") granted a security interest (the "Security Interest") in favor of the Agent, in and to certain intellectual property held by the Pledgor, 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 January 7, 2013 by the Pledgor in favor of the Agent, which was recorded with the United States Patent and Trademark Office (the "USPTO") on January 8, 2013 at Reel 4938, Frame 0168. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Trademark Agreement and the Joinder Agreement, dated as of January 7, 2013 by the Pledgor 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 the Pledgor and its respective successors and assigns in association with the Security Interest, and hereby releases the 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 <u>Schedule A</u> hereto; and
 - (b) all products and Proceeds of and rights associated with the foregoing, including any claim by the 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 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;

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- 3. Agrees that any power of attorney or similar rights granted by the 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 Pledgor's sole cost and expense and at the Pledgor's reasonable request, execute, acknowledge and deliver to the Pledgor 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 (GMAC)]

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
DX	72/282,355	10/12/67	0879423	10/28/69
MACGREGOR	72/359,586	5/13/70	0930423	3/7/72
(Stylized)				
"MACGREGOR"	71/130,520	4/2/20	0137977	12/14/20
(Stylized)				
MACTEC	78/321,791	10/31/03	2921798	1/25/05
MT	73/182,405	8/17/78	1127578	12/11/79
MT & Design	74/099,277	9/21/90	1686548	5/12/92
TOURNEY	76/162,599	11/9/00	2500355	10/23/01
VIP	73/171,349	5/22/78	1113249	2/13/79
VIP & Design	72/268,148	4/3/67	0865675	3/4/69

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RECORDED: 04/10/2018