

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Value Commerce, Inc.		11/23/2010	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Plexus Fund II, L.P.		
Street Address:	4601 Six Forks Road, Suite 528		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3256230	GLOBALGOLF	
Registration Number:	3256204	GLOBALGOLF	
Registration Number:	3597286	GOLFSHOESONLY.COM	
Registration Number:	3425360	GOLFSHOESONLY.COM	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St, Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2933174.00005PLEXUSFUNDII		

OP \$115.00 3256230

900176394

**TRADEMARK
 REEL: 004421 FRAME: 0879**

NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/ Karl S. Sawyer, Jr. /
Date:	11/29/2010
Total Attachments: 5 source=Trademark Security Agreement - GVC - Plexus#page1.tif source=Trademark Security Agreement - GVC - Plexus#page2.tif source=Trademark Security Agreement - GVC - Plexus#page3.tif source=Trademark Security Agreement - GVC - Plexus#page4.tif source=Trademark Security Agreement - GVC - Plexus#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of November 23, 2010 by and between **GLOBAL VALUE COMMERCE, INC.**, a North Carolina corporation (the "**Grantor**"), having its chief executive office at 7320 ACC Boulevard, Raleigh, North Carolina 27617, and **PLEXUS FUND II, L.P.**, a Delaware limited partnership, as collateral agent (in such capacity, the "**Secured Party**") for the ratable benefit of itself and the other Holders from time to time party to the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**") by and among the Grantor, Golf Shoe Centers of America, LLC, a South Carolina limited liability company, TMPO, LLC, a North Carolina limited liability company, Shop Tour, LLC, a North Carolina limited liability company, Superstore, LLC, a North Carolina limited liability company, Shop Golf, LLC, a North Carolina limited liability company, and the Secured Party.

This Agreement is executed pursuant to the terms of (a) the Purchase Agreement and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") executed by the Grantor in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

GLOBAL VALUE COMMERCE, INC.

By: *Edward E. Bynum*
Name: Edward E. Bynum
Title: President

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

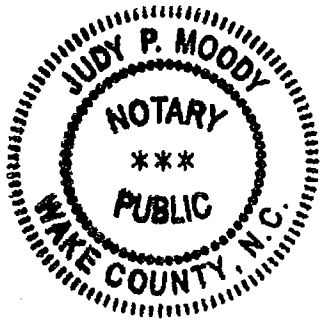
I, *Judy P. Moody*, a Notary Public for said County and State, do hereby certify that *Edward E. Bynum* personally appeared before me this day and stated that he is *President* of Global Value Commerce, Inc. and acknowledged, on behalf of Global Value Commerce, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this *23rd* day of November, 2010.

Judy P. Moody
Notary Public

My commission expires:

8-23-2015



Agreed and Accepted as of the 23rd day of
November, 2010.

PLEXUS FUND II, L.P.
as Secured Party

By: **PLEXUS FUND II GP, LLC**
its General Partner

By: _____
Name: Michael K. Painter
Title: Principal

[Trademark Security Agreement -- Global Value Commerce, Inc.]

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Schedule A to Trademark Security Agreement

<u>Mark</u>	<u>Status</u>	<u>Appl. Ser. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>	<u>Country</u>
GLOBALGOLF <i>(Design)</i> 	Registered	78/955,032 3,256,230	August 18, 2006 June 26, 2007	US (USPTO)
GLOBALGOLF	Registered	78/954,611 3,256,204	August 17, 2006 June 26, 2007	US (USPTO)
Golfshoesonly.com 	Registered	77/369,896 3,597,286	January 11, 2008 March 31, 2009	US (USPTO)
Golfshoesonly.com	Registered	77/111,653 3,425,360	February 20, 2007 May 13, 2008	US (USPTO)

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.