

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM348528

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
3Balls, LLC		07/20/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	Yadkin Bank
<b>Street Address:</b>	4711 Six Forks Road
<b>City:</b>	Raleigh
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27609
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
<b>Serial Number:</b>	78016581	3 BALLS.COM
<b>Serial Number:</b>	78016570	3BALLS
<b>Serial Number:</b>	85595870	PLAY IT ON!

**CORRESPONDENCE DATA**

**Fax Number:** 9197831075  
*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:** 919-783-1046  
**Email:** dleach@poyners.com  
**Correspondent Name:** Debra Leach  
**Address Line 1:** 301 Fayetteville Street, Ste 1900  
**Address Line 4:** Raleigh, NORTH CAROLINA 27601

<b>NAME OF SUBMITTER:</b>	Debra Leach
<b>SIGNATURE:</b>	/Debra Leach/
<b>DATE SIGNED:</b>	07/20/2015

**Total Attachments: 4**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of July 20, 2015 by 3BALLS, LLC, a North Carolina limited liability company ("Grantor"), with a mailing address of 7320 ACC Boulevard, Raleigh, North Carolina 27617, to YADKIN BANK, a North Carolina banking corporation ("Lender"), with a mailing address of 4711 Six Forks Road, Raleigh, North Carolina 27609.

### RECITALS

WHEREAS, Grantor has granted to Lender a security interest in all presently existing and hereafter acquired assets and personal property of Grantor pursuant to that certain Security Agreement dated as of May 21, 2015 from GLOBAL VALUE COMMERCE, INC., a North Carolina corporation ("GVC"), GOLF SHOES ONLY, LLC, a North Carolina limited liability company ("Golf Shoes"), TMPO, LLC, a North Carolina limited liability company ("TMPO"), and GLOBALGOLF RETAIL, LLC, a North Carolina limited liability company ("Global Golf") in favor of Bank, as amended by that certain Security Agreement Joinder dated of even date herewith from Grantor in favor of Lender and acknowledged and agreed to by GVC, Golf Shoes, TMPO and Global Golf (as the same may be further amended, modified, extended, renewed, replaced and supplemented from time to time, the "Security Agreement").

WHEREAS, Grantor is required to supplement the grant of the security interest contained in the Security Agreement with the grant of the security interest herein contained

NOW, THEREFORE, for good and valuable consideration paid by Lender, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby represents, warrants, covenants and agrees with Lender as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and each of the other obligations and agreements contained in this Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) all of the following: (i) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under any Requirement of Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed on Schedule A attached hereto, (ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill) throughout the world (collectively, "Trademarks").

(b) any and all agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Lender under the Security Agreement. The rights and remedies of

Lender with respect to the security interest granted hereby are in addition to those rights and remedies of Lender set forth in the Security Agreement and the other Loan Documents and those which are now available and may hereafter become available to Lender as a matter of law and equity, including, without limitation, those set forth in the UCC as being available to a "secured party" and "creditor". Lender may exercise the aforementioned rights and remedies as and when provided in the Security Agreement and the other Loan Documents.

3. Incorporation; Term; Definitions. The Security Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the terms of the Security Agreement shall control and govern. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Security Agreement. Capitalized terms used herein but not defined shall have the meaning assigned to such terms in the Security Agreement.

4. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all Intellectual Property and Intellectual Property rights, including those set forth in any licenses related to any of the foregoing, which Grantor obtains subsequent to the date of this Agreement ("New IP"). Grantor shall give to Lender written notice of all New IP promptly after the acquisition of same. Grantor hereby authorizes Lender to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 5 of this Agreement.

5. Power of Attorney; Appointment. Grantor irrevocably designates, constitutes and appoints Lender (and all persons designated by Lender in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in Grantor's or Lender's name, to take any action and execute any instrument which Lender may deem necessary or advisable to accomplish the purpose of this Agreement.

6. Filing; Trademark Office. Grantor hereby consents to the filing of a copy or duplicate original of this Agreement with the United States Patent and Trademark Office, and the filing of a copy or duplicate original of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Lender's sole discretion to protect and perfect and put the public on notice of Lender's security interest and rights in the Intellectual Property. Grantor shall from time to time execute and deliver to Lender, at the request of Lender, such other documents, instruments and records that Lender may request in form and substance satisfactory to Lender and its counsel, to perfect and continue Lender's security interest in the Intellectual Property.

*[Signatures on the Following Page]*

Grantor has caused this Agreement to be executed under SEAL with authority duly obtained as of the date first written above.

GRANTOR:

**3BALLS, LLC,**  
a North Carolina limited liability company

By: Global Value Commerce, Inc.,  
Its Sole Member and Manager

By: *Edward E. Byman* (SEAL)  
Print Name: Edward E. Byman  
Title: President

**ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Edward E. Byman, as President of Global Value Commerce, Inc., the Sole Member and Manager of 3Balls, LLC

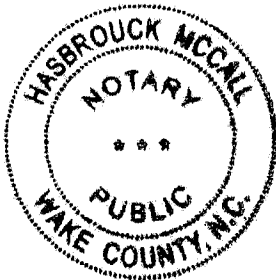
Date: 7-16-15

Official Signature of Notary: *John M. McCall*

Notary's Printed or Typed Name: HASBROUCK MCCALL, Notary Public

My Commission Expires: 1-21-2020

(Official Seal)



**SCHEDULE A**

**TRADEMARKS**

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Date</u>
3 BALLS.COM (Words, Letters, and/or numbers in stylized form)	78016581	2517486	July 13, 2000
3BALLS (Typed Drawing)	78016570	2478235	July 13, 2000
PLAY IT ON! (Standard Character Mark)	85595870	4522509	April 12, 2012