

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3BALLS, LLC		07/20/2015	LIMITED LIABILITY COMPANY: 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: 3			
Property Type	Number	Word Mark	
Registration Number:	2517486	3 BALLS.COM	
Registration Number:	2478235	3BALLS	
Registration Number:	4522509	PLAY IT ON!	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<i>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.</i>			
Phone:	919-821-6609		
Email:	LYOUNG@SMITHLAW.COM		
Correspondent Name:	LISA YOUNG		
Address Line 1:	C/O SMITH ANDERSON LAW FIRM		
Address Line 2:	PO BOX 2611		
Address Line 4:	RALEIGH, NORTH CAROLINA 27602		
ATTORNEY DOCKET NUMBER:	12570.2		
NAME OF SUBMITTER:	LISA YOUNG		
SIGNATURE:	/LISA YOUNG/		
DATE SIGNED:	07/20/2015		

OP \$90.00 2517486

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 20, 2015 by and between **3BALLS, LLC**, a North Carolina limited liability company (the "Grantor"), 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 November 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**") by and among the Grantor, **GLOBAL VALUE COMMERCE, INC.**, a North Carolina corporation ("**Parent**"), **GOLF SHOES ONLY, LLC**, a North Carolina limited liability company ("**GSO**"), **TMPO, LLC**, a North Carolina limited liability company ("**TMPO**"), **GLOBALGOLF RETAIL, LLC**, a North Carolina limited liability company ("**Global Golf**," together with the Grantor, Parent, GSO, TMPO, and Global Golf, each a "**Borrower**" and, collectively, the "**Borrowers**"), 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 November 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") executed by Parent and its Subsidiaries 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 pages follow]

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

3BALLS, LLC

By: Global Value Commerce, Inc.

Its: Sole Member and Manager

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

ACKNOWLEDGMENT

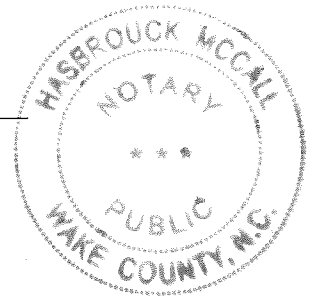
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, *HASBROUCK MCCALL*, a Notary Public for said County and State, do hereby certify that *EDWARD BYMAN* personally appeared before me this day and stated that he is *MANAGER* of 3Balls, LLC and acknowledged, on behalf of 3Balls, LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 20th day of July, 2015.

H M
Notary Public



My commission expires:

1-21-2020

Agreed and Accepted as of the 20th day of
July, 2015.

PLEXUS FUND II, L.P.,
as Secured Party

By: PLEXUS FUND II GP, LLC
Its: General Partner

By: 
Name: Michael Painter
Title: Manager

Schedule A to Trademark Security Agreement

Mark	Status	Appl. Ser. No./ Reg. No.	Filing Date/ Reg. Date	Country
<u>3 BALLS.COM</u> (Words, Letters, and/or numbers in stylized form)	Registered	78016581 / 2517486	July 13, 2000 / December 11, 2001	US (USPTO)
3BALLS (Typed Drawing)	Registered	78016570 / 2478235	July 13, 2000 / August 14, 2001	US (USPTO)
PLAY IT ON! (Standard Character Mark)	Registered	85595870 / 4522509	April 12, 2012 / April 29, 2014	US (USPTO)

Schedule B to Trademark Security Agreement

PGA.com Value Guide and PGA Trade-In Network Agreement between 3balls.com, Inc. and Turner Sports Interactive, Inc. dated January 1, 2009.