

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2




ETAS ID: TM420852

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Golf Town Operating Limited Partnership		10/31/2016	Limited Partnership: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golf Town Limited		
<b>Street Address:</b>	610 Applewood Crescent		
<b>Internal Address:</b>	Suite 302		
<b>City:</b>	Vaughan, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L4K 0E3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4009371	GOLF TOWN	
<b>Registration Number:</b>	3859118	GOLF TOWN	
<b>Registration Number:</b>	3953134	GOLF TOWN	
<b>Registration Number:</b>	3875548	GOLF TOWN ALL FORE THE GAME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6462277137		
<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>			
<b>Phone:</b>	2127917200		
<b>Email:</b>	jtm@hartbaxley.com		
<b>Correspondent Name:</b>	Joseph T. Murray		
<b>Address Line 1:</b>	90 John Street - Suite 403		
<b>Address Line 4:</b>	New York, NEW YORK 10038-3242		
<b>NAME OF SUBMITTER:</b>	Joseph T. Murray		
<b>SIGNATURE:</b>	/JosephTMurray/		
<b>DATE SIGNED:</b>	03/23/2017		
<b>Total Attachments: 15</b>			
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## US - TM Records

Trademark	Status	Goods and Services	Owner
1 	Registered App 85215177 App 11-JAN-2011 Reg 4009371 Reg 09-AUG-2011	35 INT. CL. 35 RETAIL STORE SERVICES AND ON-LINE RETAIL STORE SERVICES FEATURING GOLF EQUIPMENT, GOLF ACCESSORIES, GOLF APPAREL; RETAIL STORE SERVICES AND ON-LINE RETAIL STORE SERVICES FEATURING GOLF-THEMED GOODS, NAMELY, GOLF-THEMED GIFTS, GOLF TRAINING AIDS, BOOKS, PRE-RECORDED DVDS, GAMES, JEWELRY, GOLF-THEMED COLLECTIBLES, SUNGLASSES, UMBRELLAS, TOWELS, GOLF CLUB BAGS, TRAVEL BAGS, MOTORIZED AND NON-MOTORIZED GOLF CARTS AND ACCESSORIES	GOLF TOWN OPERATING LIMITED PARTNERSHIP
2 GOLF TOWN	Registered App 77817525 App 01-SEP-2009 Reg 3858118 Reg 12-OCT-2010	35 37 41 INT. CL. 35 RETAIL STORE SERVICES AND ON-LINE RETAIL SERVICES FEATURING GOLF EQUIPMENT, GOLF ACCESSORIES, GOLF APPAREL; RETAIL STORE SERVICES AND ON-LINE RETAIL SERVICES FEATURING GOLF-THEMED GIFTS, GOLF TRAINING AIDS, BOOKS, PRE-RECORDED DVDS, GAMES, JEWELRY, GOLF-THEMED COLLECTIBLES, SUNGLASSES, UMBRELLAS, TOWELS, GOLF CLUB BAGS, TRAVEL BAGS, MOTORIZED AND NON-MOTORIZED GOLF CARTS AND ACCESSORIES INT. CL. 37 REPAIR SERVICES FOR GOLF EQUIPMENT INT. CL. 41 GOLF INSTRUCTION SERVICES	GOLF TOWN OPERATING LIMITED PARTNERSHIP
3 	Registered App 77817562 App 01-SEP-2009 Reg 3953134 Reg 03-MAY-2011	35 37 41 INT. CL. 35 RETAIL STORE SERVICES AND ON-LINE RETAIL SERVICES FEATURING GOLF EQUIPMENT, GOLF ACCESSORIES, GOLF APPAREL; RETAIL STORE SERVICES AND ON-LINE RETAIL SERVICES FEATURING GOLF-THEMED GOODS, NAMELY, GOLF-THEMED GIFTS, GOLF TRAINING AIDS, BOOKS, PRE-RECORDED DVDS, GAMES, JEWELRY, GOLF-THEMED COLLECTIBLES, SUNGLASSES, UMBRELLAS, TOWELS, GOLF CLUB BAGS, TRAVEL BAGS, MOTORIZED AND NON-MOTORIZED GOLF CARTS AND ACCESSORIES INT. CL. 37 REPAIR SERVICES FOR GOLF EQUIPMENT INT. CL. 41 GOLF INSTRUCTION SERVICES	GOLF TOWN OPERATING LIMITED PARTNERSHIP
4 	Registered App 77817553 App 01-SEP-2009 Reg 3875548 Reg 16-NOV-2010	35 37 41 INT. CL. 35 RETAIL STORE SERVICES AND ON-LINE RETAIL SERVICES FEATURING GOLF EQUIPMENT, GOLF ACCESSORIES; RETAIL STORE SERVICES AND ON-LINE RETAIL SERVICES FEATURING GOLF-THEMED GIFTS, GOLF TRAINING AIDS, BOOKS, PRE-RECORDED DVDS, GAMES, JEWELRY, GOLF-THEMED COLLECTIBLES, SUNGLASSES, UMBRELLAS, TOWELS, GOLF CLUB BAGS, TRAVEL BAGS, MOTORIZED AND NON-MOTORIZED GOLF CARTS AND ACCESSORIES INT. CL. 37 REPAIR SERVICES FOR GOLF EQUIPMENT INT. CL. 41 GOLF INSTRUCTION SERVICES	GOLF TOWN OPERATING LIMITED PARTNERSHIP

**PURCHASE AGREEMENT**

**GOLF TOWN CANADA INC. and  
GOLF TOWN OPERATING LIMITED PARTNERSHIP**

**as the Sellers**

**- and -**

**A CORPORATION TO BE INCORPORATED**

**as the Buyer**

*See Exhibit 'A' referring to  
9918167 Canada Inc.  
- See Exhibit "B" referring to  
Golf Town Limited  
(formerly 9918167 Canada  
Inc.)  
dated October 31, 2016*

**Made as of September 14, 2016**

**PURCHASE AGREEMENT**

**THIS AGREEMENT** is made as of September 14, 2016

**B E T W E E N:**

**GOLF TOWN CANADA INC. and GOLF TOWN OPERATING LIMITED PARTNERSHIP**, a corporation organized under the laws of Canada and a limited partnership formed under the laws of the Province of Ontario, respectively (each, a "Seller" and together, the "Sellers")

- and -

**FAIRFAX FINANCIAL HOLDINGS LIMITED**, in trust for a corporation to be incorporated under the laws of Canada (the "Buyer")

**RECITALS:**

- A. Among other things, the Sellers own and operate one of the largest specialty retailers of golf equipment, consumables, athletic apparel and accessories in Canada.
- B. The Sellers have agreed to sell, convey, assign, transfer and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, assume and accept from the Sellers, substantially all of Sellers' respective assets used exclusively in connection with, and certain liabilities and obligations of, the Canadian Business, on the terms and subject to the conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and confirmed), the Parties agree as follows:

**ARTICLE 1- INTERPRETATION**

**1.1 Definitions**

In this Agreement,

(a)

(b)

(c)

(d)

(e)

(xx)

(yy) **“Intellectual Property”** means any domestic and foreign (i) trademarks, trade names, business names, brand names, service marks, copyrights, trade secrets, industrial designs, inventions, patents, formulas, processes, know-how, technology and related goodwill, (ii) issued patents, continuations in part, divisional applications or analogous rights therefor, (iii) telephone and facsimile numbers, domain name registrations, website names, world wide web addresses and social media accounts, (iv) all right, title and benefit to any and all consents, whether express or implied, granted in accordance with or pursuant to *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)* (commonly known as **“Canada's Anti-Spam Law”** or **“CASL”**), and (v) any applications or registrations of any of the foregoing, in each case whether registered or not, as well as all other intellectual property rights in the foregoing;

(zz) \_\_\_\_\_

(aaa)

(bbb)

(ccc)

(ddd)

(kk)

(ll)

(mm)

(nn)

(oo) "Excluded Marks" means other than "Golf Town" and Intellectual Property which makes use of such phrase and any variations or derivatives thereof (excluding "Golf"), all trademarks, trade names, business names and all other similar Intellectual Property of the Sellers, including (as "Excluded Marks") any variations and derivatives of any one or more of them, as well as anything confusingly similar to any one or more of them, together with all direct and indirect rights, benefits and interests of a Seller or any of its affiliates in respect of, in relation to, or in connection with, any such mark;

(pp)

(qq)

(rr)

(ss)

(tt)

(uu)

(vv)

(ww)

## ARTICLE 2- PURCHASE AND SALE

### 2.1 Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing and effective as at 12:01 am (EST) on the Closing Date, the Sellers agree to sell, assign, transfer and convey to the Buyer, and the Buyer agrees to purchase, assume and accept from the Sellers, all of the Sellers' respective right, title and interest in and to, and the Buyer agrees to assume and perform all of the Sellers' obligations in and under, the following assets, free and clear of all Encumbrances other than the Permitted Encumbrances (all of such assets and property, excluding for greater certainty, the Excluded Assets, hereinafter collectively referred to as the "Purchased Assets");

- (a) **Assumed Real Property Leases.** All of the Sellers' respective leasehold interest (subject to the burdens, obligations, restrictions and conditions therein) in the Contracts listed in Schedule 2.1(a), as Schedule 2.1(a) may be amended pursuant to and in



(b)

(c)

(d)

(e) **Intellectual Property.** The Sellers' respective rights, interests and benefits (through ownership, licensing or otherwise) in the Intellectual Property used exclusively in the Canadian Business, and including the Intellectual Property listed in Schedule 2.1(e), and for greater certainty *excluding* the Excluded Marks and all Intellectual Property rights, interests and benefits relating to the Excluded Marks;

(f)

(g)

(h)

(i)

(j)

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

**SELLERS**

**GOLF TOWN CANADA INC.**

Per: \_\_\_\_\_

*Name:*

*Title:*

Per: \_\_\_\_\_

*Name:*

*Title:*

**GOLF TOWN OPERATING LIMITED  
PARTNERSHIP, by its general partner, GOLF  
TOWN GP II INC.**

Per: \_\_\_\_\_

*Name:*

*Title:*

Per: \_\_\_\_\_

*Name:*

*Title:*

**BUYER**

**FAIRFAX FINANCIAL HOLDINGS LIMITED, in  
trust for a corporation to be incorporated**

A handwritten signature in black ink, appearing to read 'P. Rivett', is written over a horizontal line.

Per:

*Name:* Paul Rivett

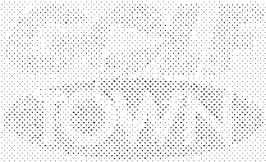
*Title:* President

**TRADEMARK**



**REEL: 006017 FRAME: 0472**

**SCHEDULE 2.1(e)  
INTELLECTUAL PROPERTY**

1. Trademarks

Trademark	Application/ Registration Number	Seller	Comments	Next Due Date
<p>GOLF TOWN Design (colour)</p> 	TMA850294	Golf Town Operating Limited Partnership	<p>Associated Marks: 1,650,570 and 1,771,339</p> <p>Security Interest placed on file (General Electric Capital Corporation, as agent) August 2, 2012, amended to (Antares Capital L.P. acting in its capacity as the successor administrative agent) on September 24, 2015</p> <p>Security Interest placed on file (BNY Trust Company of Canada, as Collateral Agent) March 6, 2013</p>	Renewal Due: May 6, 2028

Trademark	Application/ Registration Number	Seller	Comments	Next Due Date
GOLFSTYLE	TMA640693	Golf Town Operating Limited Partnership	<p>Security Interest placed on file (General Electric Capital Corporation, as agent) August 2, 2012, amended to (Antares Capital LP, acting in its capacity as the successor administrative agent) on September 24, 2015</p> <p>Security Interest placed on file (BNY Trust Company of Canada, as Collateral Agent) March 6, 2013</p>	Renewal Due: May 27, 2020
GOLF TOWN	TMA525487	Golf Town Operating Limited Partnership	<p>Associated Marks: TMA525,482 TMA615,487 TMA615,526 TMA617,526 TMA642,097 TMA685,008 TMA734,060 1,650,570 1,771,339</p> <p>Security Interest placed on file (General Electric Capital Corporation, as agent) August 2, 2012, amended to (Antares Capital LP, acting in its capacity as the successor administrative agent) on September 24, 2015</p> <p>Security Interest placed on file (BNY Trust Company of Canada, as Collateral Agent) March 6, 2013</p>	Renewal Due: March 22, 2030

Trademark	Application/ Registration Number	Seller	Comments	Next Due Date
<p>GOLF TOWN SELECT &amp; Design</p> 	TMA615526	Golf Town Operating Limited Partnership	<p>Associated Marks: TMA525,482 TMA525,487 TMA615,487 TMA617,526 TMA642,097 TMA685,008 TMA734,060 1,650,570 1,771,339</p> <p>Security Interest placed on file (General Electric Capital Corporation, as agent) August 2, 2012, amended to (Antares Capital L.P, acting in its capacity as the successor administrative agent) on September 24, 2015</p> <p>Security Interest placed on file (BNY Trust Company of Canada, as Collateral Agent) March 6, 2013</p>	Renewal Due: July 22, 2019
<p>GOLF TOWN DESIGN</p> 	TMA525482	Golf Town Operating Limited Partnership	<p>Associated Marks: TMA525,487 TMA615,487 TMA615,526 TMA617,526 TMA642,097 TMA685,008 TMA734,060 1,650,570 1,771,339</p> <p>Security Interest placed on file (General Electric Capital Corporation, as agent) August 2, 2012, amended to (Antares Capital L.P, acting in its capacity as the successor administrative agent) on September 24, 2015</p> <p>Security Interest placed on file (BNY Trust Company of Canada, as Collateral Agent) March 6, 2013</p>	Renewal Due: March 22, 2030
<p>ANYTHING FOR GOLF</p>	1664267	Golf Town Operating Limited Partnership	<p>Associated Marks: TMA607,868</p> <p>Amended Security Agreement placed on file (from General Electric Capital Corporation to Antares Capital L.P, acting in its capacity as the successor administrative agent) September 24, 2015</p>	Notice of Allowance Due: February 18, 2017

Court File No.: CV-16-11527-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE )  
JUSTICE NEWBOULD )

FRIDAY, THE 30<sup>TH</sup>  
DAY OF SEPTEMBER, 2016



IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF GOLF TOWN CANADA HOLDINGS  
INC., GOLF TOWN CANADA INC. AND  
GOLF TOWN GP II INC.

Applicants

APPROVAL AND VESTING ORDER

THIS MOTION, made by Golf Town Canada Holdings Inc., Golf Town Canada Inc., Golf Town GP II Inc. (collectively, the "Applicants" and, together with Golfsmith International Holdings LP and Golf Town Operating Limited Partnership, the "Golf Town Entities") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order (i) approving the sale transaction (the "Golf Town Transaction") contemplated by a Purchase Agreement dated as of September 14, 2016 (the "Purchase Agreement") between Golf Town Canada Inc. and Golf Town Operating Limited Partnership (together, the "Vendors") and 9918167 Canada Inc.; and (ii) vesting in 9918167 Canada Inc. or such other person as 9918167 Canada Inc. may designate with the consent of the Vendors (the "Purchaser") all of the Vendors' right, title and interest in and to the Purchased Assets was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of David Roussy sworn September 13, 2016, the affidavit of Robert White sworn September 23, 2016 (the "White Affidavit") and the first report (the "First Report") of FTI Consulting Canada Inc. in its capacity as the Court-appointed monitor of the Golf Town Entities (the "Monitor") and on hearing the submissions of counsel for the Golf

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF GOLF TOWN CANADA HOLDINGS  
INC., GOLF TOWN CANADA INC. AND  
GOLF TOWN GP II INC.

Applicants

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated September 14, 2016, FTI Consulting Canada Inc. was appointed as the monitor (the "Monitor") of Golf Town Canada Holdings Inc., Golf Town Canada Inc., Golf Town GP II Inc., Golfsmith International Holdings LP and Golf Town Operating Limited Partnership (collectively the "Golf Town Entities") in proceedings pursuant to the *Companies' Creditors Arrangement Act* (Canada).

B. Pursuant to an Order of the Court dated September 30, 2016 (as amended, the "Approval and Vesting Order"), the Court approved the Purchase Agreement dated as of September 14, 2016 (the "Purchase Agreement") between Golf Town Canada Inc. and Golf Town Operating Limited Partnership (together, the "Vendors") and Golf Town Limited (formerly 9918167 Canada Inc.) (the "Purchaser") and provided for the vesting in the Purchaser all of the Vendors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Vendors and the Purchaser of a certificate confirming (i) the satisfaction of the Purchase Price for the Purchased Assets by the Purchaser in accordance with the Purchase Agreement; (ii) that the conditions to closing as set out in the Purchase Agreement have been satisfied or waived by the Vendors and the Purchaser; and (iii) the Golf Town Transaction has been completed to the satisfaction of the Monitor.



C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase Agreement.

**THE MONITOR HEREBY CERTIFIES** the following:

1. The Purchaser has satisfied the Purchase Price for the Purchased Assets in accordance with the Purchase Agreement;
2. The conditions to closing as set out in the Purchase Agreement have been satisfied or waived by the Vendors and the Purchaser;
3. The Golf Town Transaction has been completed to the satisfaction of the Monitor; and
4. This Certificate was delivered by the Monitor on October 31, 2016 and is effective as of 11:59 p.m. on the same day.

**FTI Consulting Canada Inc., in its capacity as  
Monitor of the Golf Town Entities and not in  
its personal capacity**

Per: Paul Bishop

Name: Paul Bishop

Title: Senior Managing Director