

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

HILLERICH & BRADSBY CO.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: KY

Execution Date(s) August 9, 2013

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No
Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal Address:

Street Address: 100 Park Avenue, 14th Floor

City: New York

State: NY

Country: USA

Zip: 10017

National Banking Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other ___ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 116

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2915.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974
Expiration Date 3/17

b. Deposit Account Number
Authorized User Name:

9. Signature:

Kareem Ansley
Signature

April 30, 2014
Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$2890.00 2935591

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No.
Hillerich & Bradsby Co.	United States of America	(COLOR ORANGE) [bottom of club shaft]	2,935,591
Hillerich & Bradsby Co.	United States of America	(COLOR ORANGE) [full golf club shaft]	2,913,981
Hillerich & Bradsby Co.	United States of America	(COLOR ORANGE) [golf bag]	2,837,796
Hillerich & Bradsby Co.	United States of America	125	209,794
Hillerich & Bradsby Co.	United States of America	125 LOUISVILLE SLUGGER LOUISVILLE, KENTUCKY MADE IN U.S.A. & Design	3,111,250
Hillerich & Bradsby Co.	United States of America	IXX	3,066,674
Hillerich & Bradsby Co.	United States of America	AIR FORCE ONE	3,159,451
Hillerich & Bradsby Co.	United States of America	AQUAGRIP	4,293,014
Hillerich & Bradsby Co.	United States of America	ARMOR	3,307,667
Hillerich & Bradsby Co.	United States of America	BIONIC	2,753,505
Hillerich & Bradsby Co.	United States of America	BIONIC	3,535,306
Hillerich & Bradsby Co.	United States of America	BIONIC	2,742,674
Hillerich & Bradsby Co.	United States of America	BIONIC	2,938,817
Hillerich & Bradsby Co.	United States of America	BIONIC (child)	3,379,738
Hillerich & Bradsby Co.	United States of America	BIONIC (FIST LOGO)	3,006,655
Hillerich & Bradsby Co.	United States of America	BIONIC (FIST LOGO)	2,551,057
Hillerich & Bradsby Co.	United States of America	BIONIC (parent)	3,442,202
Hillerich & Bradsby Co.	United States of America	BIONIC (parent)	2,948,490
Hillerich & Bradsby Co.	United States of America	BIONIC FLEX CUP	3,910,122
Hillerich & Bradsby Co.	United States of America	C243	3,070,234
Hillerich & Bradsby Co.	United States of America	C271	3,060,018
Hillerich & Bradsby Co.	United States of America	CATALYST	2,986,341
Hillerich & Bradsby Co.	United States of America	CITATION	3,975,085
Hillerich & Bradsby Co.	United States of America	CITATION	2,615,878
Hillerich & Bradsby Co.	United States of America	CITATION (Stylized)	1,861,920

Hillerich & Bradsby Co.	United States of America	DYNASTY	1,110,611
Hillerich & Bradsby Co.	United States of America	DYNASTY (child)	2,725,773
Hillerich & Bradsby Co.	United States of America	DYNASTY PLUS	3,399,553
Hillerich & Bradsby Co.	United States of America	FULL BARREL	1,922,971
Hillerich & Bradsby Co.	United States of America	GEORGE "BABE" RUTH (Stylized)	146,767
Hillerich & Bradsby Co.	United States of America	GRAND SLAM	1,985,686
Hillerich & Bradsby Co.	United States of America	GRAND SLAM (Stylized)	816,085
Hillerich & Bradsby Co.	United States of America	H2	3,528,652
Hillerich & Bradsby Co.	United States of America	H3	3,084,669
Hillerich & Bradsby Co.	United States of America	IF YOU THINK ALL GLOVES ARE EQUAL. YOU NEED YOUR HANDS EXAMINED	3,018,655
Hillerich & Bradsby Co.	United States of America	K55	982,851
Hillerich & Bradsby Co.	United States of America	L (black background; white L)	2,073,264
Hillerich & Bradsby Co.	United States of America	LIGHTNING BOLT logo	3,020,011
Hillerich & Bradsby Co.	United States of America	LOUISVILLE	1,276,401
Hillerich & Bradsby Co.	United States of America	LOUISVILLE	2,035,209
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER	1,352,409
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER	1,044,304
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER	2,401,296
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER	1,131,403
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER	1,326,931
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER	2,414,509
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER	2,840,949
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER	2,856,119
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER	3,406,690
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER	4,289,335
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER	1,328,693
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER & Design [original oval]	511,742
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER & Oval Design	2,035,211
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER & Oval Design	2,340,147

Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER (STYLIZED OR WITH DESIGN)	2,994,258
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER (Stylized w/o Oval)	3,704,745
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER (Stylized w/o Oval)	2,354,632
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER (Stylized; arch)	512,675
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER FIELD	2,421,681
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER FIELD & Design	2,537,792
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER LOUISVILLE, KY. & Design [Oval]	379,405
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER MUSEUM	2,144,755
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER MUSEUM	2,111,291
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER MUSEUM & FACTORY LIVING LEGEND (and design)	3,655,349
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER MUSEUM AND FACTORY (design)	3,285,814
Hillerich & Bradsby Co.	United States of America	LOUISVILLE SLUGGER MUSEUM AND FACTOR (word only)	3,274,641
Hillerich & Bradsby Co.	United States of America	M110	3,057,264
Hillerich & Bradsby Co.	United States of America	M9	3,014,083
Hillerich & Bradsby Co.	United States of America	MISCELLANEOUS DESIGN (FIST LOGO) (Child)	3,535,617
Hillerich & Bradsby Co.	United States of America	MOMENTUM	1,243,791
Hillerich & Bradsby Co.	United States of America	OMAHA	2,384,287
Hillerich & Bradsby Co.	United States of America	OMAHA	3,242,380
Hillerich & Bradsby Co.	United States of America	P72	3,057,268
Hillerich & Bradsby Co.	United States of America	POWER BILT	678,823
Hillerich & Bradsby Co.	United States of America	POWER BILT & Design [lightning bolt]	2,077,673

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Hillerich & Bradsby Co.	United States of America	POWER BILT & Design [lightning bolt]	1,477,894
Hillerich & Bradsby Co.	United States of America	POWERBILT & Design	2,870,346
Hillerich & Bradsby Co.	United States of America	POWER-END	1,871,432
Hillerich & Bradsby Co.	United States of America	POWER-FLEX	321,855
Hillerich & Bradsby Co.	United States of America	POWERIZED	2,210,202
Hillerich & Bradsby Co.	United States of America	POWERIZED	2,162,331
Hillerich & Bradsby Co.	United States of America	POWERIZED	2,869,725
Hillerich & Bradsby Co.	United States of America	POWERIZED & Design [lightning bolts]	321,856
Hillerich & Bradsby Co.	United States of America	PRO CUP	1,918,924
Hillerich & Bradsby Co.	United States of America	PRO POWER	734,514
Hillerich & Bradsby Co.	United States of America	R 17	982,853
Hillerich & Bradsby Co.	United States of America	REAL MEN SWING PINK	4,074,787
Hillerich & Bradsby Co.	United States of America	REAL MEN SWING PINK	4,126,065
Hillerich & Bradsby Co.	United States of America	RELIEFGRIP	4,199,355
Hillerich & Bradsby Co.	United States of America	RESPONSE	3,013,524
Hillerich & Bradsby Co.	United States of America	RESPONSE (Child)	2,851,781
Hillerich & Bradsby Co.	United States of America	S 2	982,852
Hillerich & Bradsby Co.	United States of America	SILVER SLUGGER	2,853,945
Hillerich & Bradsby Co.	United States of America	SILVER SLUGGER	1,265,741
Hillerich & Bradsby Co.	United States of America	SLUGGER	3,619,985
Hillerich & Bradsby Co.	United States of America	SLUGGER	1,417,502
Hillerich & Bradsby Co.	United States of America	SLUGGER	1,867,098
Hillerich & Bradsby Co.	United States of America	SLUGGERSVILLE	4,242,983
Hillerich & Bradsby Co.	United States of America	SOFT BILT	2,213,121
Hillerich & Bradsby Co.	United States of America	STING STOP	1,949,729
Hillerich & Bradsby Co.	United States of America	T141	3,067,698
Hillerich & Bradsby Co.	United States of America	TEAM TPX	2,375,791
Hillerich & Bradsby Co.	United States of America	TPS	2,845,665
Hillerich & Bradsby Co.	United States of America	TPS	1,965,440
Hillerich & Bradsby Co.	United States of America	TPS	1,477,888
Hillerich & Bradsby Co.	United States of America	TPS	4,298,469
Hillerich & Bradsby Co.	United States of America	TPS (Stylized)	2,276,541

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Hillerich & Bradsby Co.	United States of America	TPS (Stylized)	2,035,305
Hillerich & Bradsby Co.	United States of America	TPX	4,099,690
Hillerich & Bradsby Co.	United States of America	TPX	4,298,470
Hillerich & Bradsby Co.	United States of America	TPX	1,626,119
Hillerich & Bradsby Co.	United States of America	TPX	2,845,664
Hillerich & Bradsby Co.	United States of America	TPX (Stylized)	2,003,215
Hillerich & Bradsby Co.	United States of America	TPX (Stylized)	2,276,542
Hillerich & Bradsby Co.	United States of America	YOUR HANDS ARE THE MOST PRECIOUS TOOL YOU OWN.	2,999,155

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of August, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 9, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Hillerich & Bradsby Co., a Kentucky corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 9, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HILLERICH & BRADSBY CO.

By: 

Name: Lawrence D. Writer II

Title: Chief Financial Officer and
Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____

Name: Robert H. Milhorat

Title: Director

Trademark Security Agreement

**TRADEMARK
REEL: 005273 FRAME: 0345**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

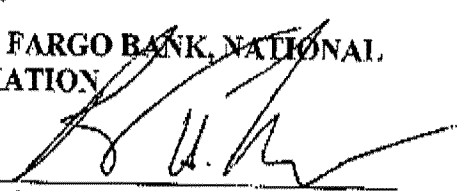
HILLERICH & BRADSBY CO.

By: _____
Name: Lawrence D. Writer II
Title: Chief Financial Officer and
Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Robert H. Milhorat
Title: Director

Trademark Security Agreement