

02-17-1999

IEET

U.S. Department of Commerce

(Rev 6-93)

Y

Patent and Trademark Office

2-11-99



100965864

To the Honorable Commis:

Attached original documents or copy thereof.

1. Name of conveying party(ies):

True Temper Sports, Inc.
8275 Tournament Drive
Suite 200
Memphis, Tennessee 38125

- Individual(s)
General Partnership
Corporation - Delaware
Other
Association
Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
Security Agreement
Other
Merger
Change of Name

Execution Date: September 30, 1998

2. Name and address of receiving party(ies):

Name: The First National Bank of Chicago,
as Administrative Agent
Internal Address:

Street Address: One First National Plaza

City: Chicago State: IL ZIP: 60670-0286
Country:

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Bank

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)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

Table with 4 columns of trademark application numbers: 75/169,922, 75/315,174, 75/381,756, 75/191,012, 75/376,812, 75/398,709, 75/169,920, 75/298,968, 75/114,472, 75/320,950, 75/448,545, 75/415,599, 75/169,919, 75/106,255, 75/364,658, 75/441,963, 75/364,662, 75/298,396, 75/504,851, 74/699,677, 75/298,967

B. Trademark No.(s)

Table with 5 columns of trademark numbers: 216,750, 1,673,549, 1,266,688, 1,688,957, 365,954, 1,058,338, 771,149, 1,674,148, 2,079,945, 1,298,940, 1,355,643, 2,056,106, 1,360,425, 239,511, 1,173,464, 1,643,717, 562,535, 1,833,938, 1,558,189, 666,819, 1,360,424, 1,897,044, 1,903,500, 1,089,805, 1,828,401, 1,490,102, 1,208,621, 258,244, 2,056,105, 980,306, 2,133,627, 1,676,902, 1,582,746, 2,048,292, 1,356,493, 708,047

Additional numbers attached Yes No

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

Name: Nora A. Whites carver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 61

7. Total fee (37 CFR 3.41): \$1,540.00 E

- Enclosed (Check No. 16407)
Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the
original document.

Nora A. Whitescarver
Name of Person Signing

Signature

February 11, 1999
Date

Total number of pages comprising cover sheet and document attachments: 21

02/16/1999 JHABAZZ 00000128 75169922
40.00 OP
1500.00 OP

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 1998, is made between TRUE TEMPER SPORTS, INC., a Delaware corporation (the "Grantor"), and THE FIRST NATIONAL BANK OF CHICAGO, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of September 30, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent, and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security Agreement, dated as of September 30, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The

Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Obligations (other than Contingent Indemnity Obligations), the termination or expiry of all Letters of Credit, the termination of all Rate Protection Agreements and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

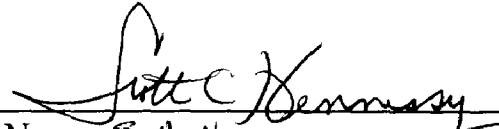
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRUE TEMPER SPORTS, INC.

By   
Name: Scott Hennessy  
Title: President and CEO

THE FIRST NATIONAL BANK OF  
CHICAGO, as Administrative Agent

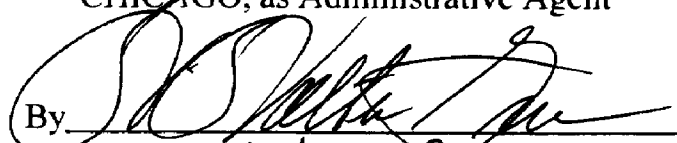
By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRUE TEMPER SPORTS, INC.

By \_\_\_\_\_  
Name:  
Title:

THE FIRST NATIONAL BANK OF  
CHICAGO, as Administrative Agent

By   
Name: *W. Walter Green*  
Title: *First Vice President*

ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT

ITEM A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Assailant	216750	6/2/98
AVR	1674148	2/4/92
Black Gold	1643717	5/7/91
Century	1089805	4/18/78
Comet & Design	980306	3/12/74
Command	1673549	1/28/92
Counterpoint	2079945	7/15/97
Dynalite	562535	8/5/52
Dynalite Gold	1828401	3/29/94
Dynamic	2133627	2/3/98
Dynamic	383070	11/19/40
Dynamic Gold	1298940	10/2/84
Dynamic Lite	1833938	5/3/94
Eagle Design	1490102	5/31/88
EI-70	1676902	2/25/92
Extralite	1266688	2/7/84
Flex Flow	1355643	8/20/85
Gold Plus	1558189	9/26/89
Jet Step	1208621	9/14/82
Modulus EV	1582746	2/13/90

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09/30/98 13:00

TRADEMARK  
REEL: 1847 FRAME: 0551

**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
Ox Ultra II	1688957	5/26/92
Power Transition Profile	2056106	4/22/97
Pro Fit	666819	9/9/58
RC2	1671064	1/7/92
Sensicore	2048292	3/25/97
Step Down	365954	3/21/39
T1	1360425	9/17/85
T2	1360424	9/17/85
True Temper	258244	7/2/29
True Temper	1356493	8/27/85
True Temper	1058338	2/8/77
True Temper	239511	3/6/28
True Temper (Stylized)	1897044	5/30/95
Truelite	2056105	4/22/97
TT & Design	708047	12/6/60
TT & Design	771149	4/30/85
TT Lite	1173464	10/13/81
TT Lite	1903500	7/4/95



**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

**FOREIGN TRADEMARKS**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
AU	Assailant	725429	
AU	Black Gold	A550178	
AU	Century	A550179	
AU	Contour	A364568	
AU	Dynalite Gold	A608135	
AU	Dynamic	A111185	
AU	Dynamic Gold	A378007	
AU	Dynamic Lite	A607826	
AU	Flex Flow	A422900	
AU	Jet Step	A350535	
AU	Pro Fit	B178342	
AU	Sensicore	725490	
AU	The Determinator	A640949	
AU	The Flex Fitting Solution	640950	
AU	True Temper	A78903	
AU	TT & Design	B302531	
AU	Unitized	A258953	
BP	Dynamic	2542/52	
BP	True Temper	2541/52	
BR	True Temper	817146288	
BX	Dynamic	344755	

**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
BX	True Temper	105886	
BX	TT & Design	105887	
CA	Black Gold	418504	10/22/93
CA	Century	TMA227830	5/19/78
CA	Contour	TMA277257	3/4/83
CA	Counterpoint	TMA490492	2/25/98
CA	Dynalite	UCA050379	9/13/52
CA	Dynalite Gold	TMA438394	1/27/95
CA	Dynamic	UCA043338	3/9/51
CA	Dynamic Gold	TMA289976	4/19/84
CA	Dynamic Lite	TMA436335	11/25/94
CA	Eagle Design	TMA466988	12/3/96
CA	EI-70	TMA406607	12/25/92
CA	Extralite	TMA262970	10/16/81
CA	Flex Flow	TMA320262	11/7/86
CA	Jet Step	TMA259548	6/5/81
CA	Modulus EV40	TMA406608	12/25/92
CA	NCM 180	TMA463479	9/13/96
CA	Power Transition Profile	TMA490586	2/26/98
CA	Pro Fit	TMA210372	10/31/75
CA	Sensicore	TMA478633	7/17/97
CA	Step Down	TMA210509	11/7/75
CA	Stratus	TMA463480	9/13/96

**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
CA	System Integration	TMA440604	3/17/95
CA	The Determinator	TMA451933	12/15/95
CA	The Flex Fitting Solution	TMA454329	2/16/96
CA	Torsionally Tuned	TMA490511	2/25/98
CA	Tri-Wall	TMA463478	9/13/96
CA	True Temper	TMA104673	10/12/56
CA	True Temper (Stylized)	TMA439902	2/24/95
CA	True Temper (Word)	TMA441035	
CA	Truelite	TMA490584	2/26/98
CA	TT & Design	TMA137619	10/9/64
CA	TT Lite	TMA239427	1/25/80
CA	TT-Lite	TMA441028	3/24/95
CA	Unitized	TMA210510	11/7/75
CH	Dynamic	P286607	
CH	TT & Design	345065	
DE	Century	2027653	1/7/93
DE	E1-70	2015992	6/25/92
DE	Flex Flow	1082299	9/26/85
DE	True Temper	503182	6/17/38
DE	TT & Design	855089	2/24/69
DE	Modulus EV40	2015735	6/22/92
DE	TT True Temper	864671	12/30/69
DK	Dynamic	2901-1978	9/1/78

**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
DK	True Temper	1042-1937	11/20/37
DK	True Temper	3163-1967	11/3/67
ES	Flex Flow	1100318	3/20/86
ES	True Temper	513613	
ES	TT & Design	603263	
FI	Dynamic	75325	
FR	Black Gold	1644151	
FR	Black Magic	92404513	
FR	Century	1644152	
FR	Dynamic	1594632	
FR	EI-70	1644154	
FR	Flex Flow	1302972	
FR	Modulus EV40	1644153	
FR	True Temper	1481426	
FR	True Temper	1594633	
FR	TT & Design	1481427	
GB	Black Gold	1455042	7/3/92
GB	Black Magic	1490249	3/5/93
GB	Century	1455020	5/28/93
GB	Comet (Device)	1014481	
GB	Command	1455898	6/19/92
GB	Contour	1160032	
GB	Counterpoint	2032074	6/14/96

**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
GB	Counterweight	2032069	10/11/96
GB	Dynalite	958879	
GB	Dynalite Gold	1541180	6/24/94
GB	Dynamic	661728	
GB	Dynamic	686588	
GB	Dynamic Gold	B1178187	
GB	Dynamic Lite	1541178	6/24/94
GB	Flex Flow	B1237872	
GB	Jet Step	1143320	
GB	Sensicore	2120494	8/8/97
GB	True Temper	B689098	
GB	True Temper	B1350237	
GB	True Temper EI-70	1472910	1/22/93
GB	True Temper Pro Fit	B784345	
GB	TT (Device)	B1071411	
GB	TT Lite (Device)	B1121200	
GB	Kinetic	1119663	
IE	Comet & Design	83584	
IE	Dynamic	B83585	
IN	TT True Temper	279925B	
IT	Black Gold	621295	6/9/94
IT	Century	621296	6/9/94
IT	Dynamic	341445	2/18/85

**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
IT	EI-70	623063	6/14/94
IT	Modulus EV40	621294	6/9/94
IT	True Temper	554494	11/23/91
IT	TT & Design	554495	11/23/91
JP	Action Plus	2556590	
JP	Dynalite	1992625	
JP	Dynamic Lite	3174808	
JP	Jet Step	1605414	
JP	Modulus EV40	2696437	
JP	Pro Fit (Katakana)	1634899	
JP	Pro Fit (Katakana)	1412873	
JP	The Determinator	4068284	
JP	The Flex Fitting Solution	4068285	
JP	True Temper	303162	
JP	True Temper Dynamic	915441	
JP	True Temper Dynamic Gold	2691949	
JP	True Temper Step Down	1581181	
JP	TT & Design	951141	
JP	Unitized	1992626	
KR	Black Gold	324218	
KR	Comet & Design	33355	
KR	Dynalite	33358	
KR	Dynamic	33357	

**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
KR	Flex Flow	126896	
KR	Pro Fit	33502	
KR	True Temper	34049	
KR	True Temper Modulus EV40	252327	
KR	TT & Design	33360	
KR	Unitized	311613	
MX	The Determinator	482238	
MX	The Flex Fitting Solution	499263	
NO	Dynamic	102255	
NO	True Temper	71441	
NZ	Black Gold	208050	
NZ	Century	208051	
NZ	Comet & Design	B104888	
NZ	Dynamic	52482	
NZ	Dynamic Gold	143059	
NZ	Flex Flow	157236	
NZ	Jet Step	A134935	
NZ	Pro Fit	B104886	
NZ	Super Lite	B121350	
NZ	True Temper	B52481	
NZ	True Temper Kinetic & Design	B121351	
NZ	True Temper Unitized	B101160	
NZ	TT & Design	B117684	

**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
NZ	TT True Temper Lite	B121349	
SE	Black Gold	237605	
SE	Century	237606	
SE	Dynamic	169309	
SE	EI-70	237608	
SE	EI-70	240623	
SE	Flex Flow	197722	
SE	Modulus EV40	237607	
SE	True Temper	120848	
SE	TT & Design	120775	
TE	Dynamic	2542/52	
TE	True Temper	2541/52	
TW	Black Gold	547170	
TW	Century	592535	
TW	Century w/Chinese Characters	483565	
TW	Comet & Design	483568	
TW	Dynalite	547158	
TW	Dynamic	486248	
TW	Dynamic Gold	483569	
TW	Extralite	431850	
TW	Flex Flow	483570	
TW	Modulus	556240	
TW	Pro Fit	483567	



**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
TW	Rocket	547157	
TW	Step Down	483566	
TW	The Determinator	690272	
TW	True Temper	547159	
TW	TT & Design	547156	
TW	Unitized	483571	
VD	Dynamic	2542/52	
VD	True Temper	2541/52	
ZA	Dynalite	70/1829	
ZA	Dynamic	2542/52	
ZA	Flex Flow	85/1485	
ZA	True Temper	2541/52	

**U.S. TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>APPLICATION NUMBER</b>	<b>FILE DATE</b>
Atomic Lite	75/169922	9/23/96
Atomic Steel	75/169920	9/23/96
Dynamnic Titanium Matched	75/415599	1/9/98
Fifth Sense	75/364662	9/29/97
Flex Fit	75/315174	6/26/97
Quantum	75/298968	5/27/97
Rocket	75/169919	9/23/96

**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

<b>TRADEMARK</b>	<b>APPLICATION NUMBER</b>	<b>FILE DATE</b>
Scoring Series	75/298396	5/27/97
Sensicore	75/381756	10/30/97
Shaft Lab	75/114472	6/5/96
Shaftware	75/106255	5/20/96
System 4	75/504851	6/18/98
System Integration	75/191012	11/1/96
Target Strike	75/320950	7/8/97
The Way to Feel the Game	75/364658	9/29/97
Torsionally Tune	74/699677	7/11/95
Tri Star	75/376812	10/21/97
Tri Star & Design with Stars	75/376813	10/21/97
True Temper	75/381755	10/30/97
True Temper Scoring Series	75/298967	5/27/97
True Temper Torch	75/398709	12/2/97
Silver Bullet	75/448545	3/11/98
Vanadium Fe	75/441963	2/27/98

ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT

**FOREIGN TRADEMARK APPLICATIONS**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>APPLICATION NUMBER</b>	<b>FILE DATE</b>
BR	True Temper	817146296	
CA	Fastfit Clubfitting System	802377	1/23/96
CA	Power-Fit	808901	4/3/96
CA	Shaftware	813032	5/21/96
JP	Dynalite Gold	9-8749	
JP	Dynamic Gold Lite	10-36821	
JP	EI-70	3-13888	
JP	Sensicore	9-5081	

**TRADEMARK APPLICATIONS IN PREPARATION**

NONE

**ATTACHMENT I  
TO BORROWER TRADEMARK  
SECURITY AGREEMENT**

**ITEM B**

**TRADEMARK LICENSES**

<b>COUNTRY</b>	<b>LICENSOR</b>	<b>LICENSEE</b>	<b>EFF. DATE</b>	<b>EXP. DATE</b>	<b>SUBJECT</b>
Worldwide	True Temper Corporation	Ram Golf Corporation	4/3/84	N/A	"EXTRALITE" for use on golf clubs incorporating True Temper Shafts
Worldwide	True Temper Corporation	Confidence Golf Company	8/24/84	N/A	"EXTRALITE" for use on golf clubs incorporating True Temper shafts
U.S.	True Temper Corporation	Nicklaus Golf Equipment Company, L.C.	1/27/93	N/A	"EXTRALITE" for use on golf clubs incorporating True Temper shafts

## COUNTRY KEY CODES FOR TRADEMARKS

AT	=	Austria
AU	=	Australia
BR	=	Brazil
BX	=	Benelux
CA	=	Canada
CH	=	Switzerland
DE	=	Germany
DK	=	Denmark
ES	=	Spain
FI	=	Finland
FR	=	France
GB	=	Great Britain
IE	=	Ireland
IN	=	India
IT	=	Italy
JP	=	Japan
KR	=	Korea
MX	=	Mexico
NO	=	Norway
NZ	=	New Zealand
SE	=	Sweden
TE	=	Transkei
TW	=	Taiwan
VD	=	Venda
ZA	=	South Africa

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