

09-12-2002



9/12/02

To the Honorable Commissioner of P.

102219243

Attached original documents or copy thereof.

| | |
|---|---|
| <p>1. Name of conveying party(ies):</p> <p>Teardrop Golf Company 8350 Lehigh Avenue Morton Grove, IL 60053</p> <p>9-12-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies):</p> <p>Tommy Armour Golf Company 36 Dufflaw Road Toronto, ON M6A 2W1</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation: <u>Washington</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date: <u>March 9, 2001</u></p> | |

| | |
|--|--|
| <p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): SEE SCHEDULE A B. Trademark Reg. No.(s): SEE SCHEDULE A</p> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
|--|--|

| | |
|--|--|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Harriet E. Perkins, Esq. Drinker Biddle & Reath LLP 1000 Westlake Drive, Suite 300 Berwyn, PA 19312</p> <p>Attorney Docket No. <u>144223</u></p> | <p>6. Total number of applications and registrations involved: <u>82</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$2,065.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: <u>500573</u></p> |
|--|--|

DO NOT USE THIS SPACE

9. 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.

| | | |
|---|-----------------------|--------------------------------|
| <p><u>Harriet E. Perkins</u> Name of Person Signing</p> | <p> Signature</p> | <p><u>9/11/02</u> Date</p> |
|---|-----------------------|--------------------------------|

Total number of pages including cover sheet, attachments and document: 160

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

09/12/2002 DBYRNE 00000215 500573 783968

01 FC:481 40.00 CH
02 FC:482 2025.00 CH

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

#15
D1

**Recordation List for the First Set of Trademarks for the
Tommy Armour Golf Company (WA) Purchase of TearDrop Golf Company (D1)**

Registrations

| | | |
|---------|---------|---------|
| 783968 | 1336904 | 1764634 |
| 1002903 | 1353031 | 1767509 |
| 1017476 | 1355601 | 1893698 |
| 1018459 | 1366847 | 1902210 |
| 1020606 | 1379348 | 2017853 |
| 1029463 | 1421253 | 2056184 |
| 1058591 | 1428597 | 2070668 |
| 1072802 | 1429431 | 2089331 |
| 1089318 | 1431333 | 2110001 |
| 1208361 | 1472502 | 2111384 |
| 1208679 | 1487622 | 2113010 |
| 1208720 | 1487630 | 2116424 |
| 1214204 | 1495236 | 2117191 |
| 1214976 | 1506052 | 2118103 |
| 1217676 | 1509379 | 2120051 |
| 1220979 | 1531013 | 2193917 |
| 1232885 | 1542715 | 2208072 |
| 1238593 | 1543713 | 2286912 |
| 1244668 | 1556974 | 2327041 |
| 1246429 | 1652515 | 2342282 |
| 1255411 | 1653168 | 2358546 |
| 1256226 | 1694628 | 2409169 |
| 1290255 | 1731301 | 2416243 |
| 1290332 | 1753325 | 2439218 |
| 1311242 | 1758499 | 2541071 |
| 1320951 | 1760027 | |

Applications

75/724015
76/025410
76/114060
76/042598
75/800,727

IN RE: U.S. Trademark Registration No. 783,968
MARK: SCRAMBLER
ISSUED: January 26, 1965
OWNER: Tommy Armour Golf Company

DESIGNATION OF DOMESTIC REPRESENTATIVE

Drinker Biddle & Reath LLP, whose postal address is One Logan Square, 18th and Cherry Streets, Philadelphia, PA 19103-6996, is hereby designated as Owner's domestic representative upon whom notices or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY


Applicant hereby appoints:

Arthur H. Seidel, a member of the bars of New York, Pennsylvania and the District of Columbia; Gregory J. Lavorgna, a member of the bars of Pennsylvania and the District of Columbia; Daniel A. Monaco, a member of the bars of Pennsylvania and New Jersey; Thomas J. Durling, a member of the bar of Pennsylvania; John J. Marshall, a member of the bar of Pennsylvania; Stephen J. Meyers, a member of the bars of New York and Pennsylvania; Nancy Rubner Frandsen, a member of the bar of Pennsylvania; Harriet E. Perkins, a member of the bars of Pennsylvania and the District of Columbia; Joseph R. DelMaster, Jr., a member of the bar of Pennsylvania; Robert E. Cannuscio, a member of the bars of Pennsylvania and Connecticut; Michael F. Snyder, a member of the bar of Pennsylvania; Susan F. Evans, a member of the bar of Pennsylvania and Cheryl L. Slipski, a member of the bars of Pennsylvania and Connecticut; with offices at One Logan Square, 18th and Cherry Streets, Philadelphia, PA 19103-6996 (Tel.: 215-988-2700), as our attorneys, with full power of substitution and revocation, to prosecute this

application and to transact all business in connection therewith and to receive the Certificate of
Registration.

TOMMY ARMOUR GOLF COMPANY

Date: Sept 9/02

BY: 
GINA STANKUS
Legal Services Coordinator

DRINKER BIDDLE & REATH LLP • ONE LOGAN SQUARE • PHILA., PA 19103 • 215 988-2700

150397

ASSIGNMENT OF TRADEMARKS

Pursuant to and subject to the terms and conditions of (i) that certain Asset Purchase Agreement dated as of December 1, 2000, as amended (the "Asset Purchase Agreement"), by and between Teardrop Golf Company, a Delaware corporation ("Assignor"), and Gen-X Sports Inc., a Delaware corporation, which has assigned its right to purchase certain of the assets of Seller to Tommy Armour Golf Company, a Washington corporation ("Buyer"), and (ii) the Order Authorizing Sale of Substantially All of the Debtor's Assets Free and Clear of Liens, Claims and Encumbrances entered on January 19, 2001 by the U.S. Bankruptcy Court for the District of Delaware, in relation to the case for Assignor pending under Title 11, U.S.C. Chapter 11 (the "Sale Order"), for value received as provided in the Asset Purchase Agreement and in the Sale Order, Assignor does hereby sell, assign, convey and transfer unto Assignee its entire right, title and interest in and to all trademarks and trademark applications owned or registered by Assignor including, but not limited to, those set forth on Exhibit A hereto (the "Trademarks"), and in any and all reissues, divisions, continuations, extensions or renewals thereof, the goodwill of the business symbolized by each of such Trademarks, and any and all proceeds of any of the foregoing, including, but not limited to, licenses, royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, and the right to sue for and collect the same, each to be held and enjoyed by Assignee for its own use and for the use of its legal representatives, successors and assigns, to the full end of the term for which the Trademarks are granted, as fully and entirely as if they would have been held by Assignor had this Assignment of Trademarks not been made. This Assignment may be executed in two counterparts, each of which shall be fully effective as an original and both of which together shall constitute one and the same instrument.

Assignor will execute such further instruments as may be reasonably requested by Assignee from time to time and as may be reasonably necessary or convenient to assure, complete and evidence the full and effective conveyance of the Trademarks transferred hereby.

Executed this 9th day of March, 2001

TEARDROP GOLF COMPANY

By: [Signature]
Its: SR. VP

ACCEPTED:

TOMMY ARMOUR GOLF COMPANY

By: _____
Its: _____

ASSIGNMENT OF TRADEMARKS

Pursuant to and subject to the terms and conditions of (i) that certain Asset Purchase Agreement dated as of December 1, 2000, as amended (the "Asset Purchase Agreement"), by and between Teardrop Golf Company, a Delaware corporation ("Assignor"), and Gen-X Sports Inc., a Delaware corporation, which has assigned its right to purchase certain of the assets of Seller to Tommy Armour Golf Company, a Washington corporation ("Buyer"), and (ii) the Order Authorizing Sale of Substantially All of the Debtor's Assets Free and Clear of Liens, Claims and Encumbrances entered on January 19, 2001 by the U.S. Bankruptcy Court for the District of Delaware, in relation to the case for Assignor pending under Title 11, U.S.C. Chapter 11 (the "Sale Order"), for value received as provided in the Asset Purchase Agreement and in the Sale Order, Assignor does hereby sell, assign, convey and transfer unto Assignee its entire right, title and interest in and to all trademarks and trademark applications owned or registered by Assignor including, but not limited to, those set forth on Exhibit A hereto (the "Trademarks"), and in any and all reissues, divisions, continuations, extensions or renewals thereof, the goodwill of the business symbolized by each of such Trademarks, and any and all proceeds of any of the foregoing, including, but not limited to, licenses, royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, and the right to sue for and collect the same, each to be held and enjoyed by Assignee for its own use and for the use of its legal representatives, successors and assigns, to the full end of the term for which the Trademarks are granted, as fully and entirely as if they would have been held by Assignor had this Assignment of Trademarks not been made. This Assignment may be executed in two counterparts, each of which shall be fully effective as an original and both of which together shall constitute one and the same instrument.

Assignor will execute such further instruments as may be reasonably requested by Assignee from time to time and as may be reasonably necessary or convenient to assure, complete and evidence the full and effective conveyance of the Trademarks transferred hereby.

Executed this 9th day of February, 2001
March

TEARDROP GOLF COMPANY

By: _____
Its: _____

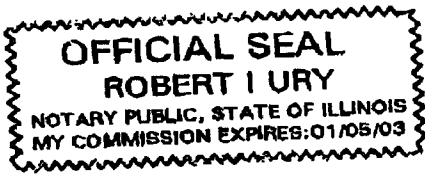
ACCEPTED:

TOMMY ARMOUR GOLF COMPANY

By: 
Its: Kenneth J. Finkelstein, Chairman and Secretary

STATE OF Illinois)
)
COUNTY OF Cook) SS

On this 9th day of March, 2001, before me, personally came John Zeravica, to me known, who being duly sworn, did depose and say that he/she is the Sr. VP Operations of TEARDROP GOLF COMPANY, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto on behalf of said corporation at his/her free act and deed.



[Signature]
Notary Public
My Commission Expires:

STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of February, 2001, before me, personally came _____, to me known, who being duly sworn, did depose and say that he/she is the _____ of TOMMY ARMOUR GOLF COMPANY, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto on behalf of said corporation at his/her free act and deed.

Notary Public
My Commission Expires:


STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of February, 2001, before me, personally came _____, to me known, who being duly sworn, did depose and say that he/she is the _____ of TEARDROP GOLF COMPANY, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto on behalf of said corporation at his/her free act and deed.

Notary Public
My Commission Expires:

PROVINCE
STATE OF ONTARIO)
)
COUNTY OF _____) SS

On this 14 day of February, 2001, before me, personally came B. FINKELSTEIN, to me known, who being duly sworn, did depose and say that he/she is the CHAIRMAN of TOMMY ARMOUR GOLF COMPANY, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto on behalf of said corporation at his/her free act and deed.



Notary Public
My Commission Expires: MA