

01-09-2003

1-9-03

Form PTO-1594 R  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings



102333131

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

True Temper Sports, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal

Address: \_\_\_\_\_

Street Address: 311 South Wacker Drive, Ste. 6400

City: Chicago State: IL Zip: 60606

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

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

3. Nature of conveyance:

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

Execution Date: 12/31/02

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

A. Trademark Application No.(s) \_\_\_\_\_  
see attached Schedule C

B. Trademark Registration No.(s) \_\_\_\_\_  
see attached Schedule C

Additional number(s) attached  Yes  No

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

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

**RETURN TO:**  
**FEDERAL RESEARCH CORP**  
**1000 STREET NW**  
**SUITE 920**  
**WASHINGTON DC 20005**

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: \_\_\_\_\_

**70**

7. Total fee (37 CFR 3.41).....\$ 1,765.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

Sharon S. Patterson  
Name of Person Signing

Sharon S. Patterson  
Signature

1/8/03  
Date

Total number of pages including cover sheet, attachments, and document: **13**

01/10/2003 6TON11 00000071 76447251

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:8521 40.00 OP  
02 FC:8522 1725.00 OP

**SCHEDULE C****TRADEMARK REGISTRATIONS**

MARK	SERIAL NO.	REG. NO.
Max Cor	76-447251	
TPR	76-433784	
Speed Step	76-427665	
TX-90	76-412843	
NDI	76-380347	
EI-70	76-373073	
None	76-124274	
Tri Gold	75-897862	2613789
Shaft Ware	75-846284	2526265
The Way to Feel the Game	75-846283	2389968
Grafalloy Prologic	75-569787	2409262
Lady Classic	75-468097	2240795
Dynamic Titanium Matched	75-415599	2362803
True Temper	75-381755	2210958
Sensicore	75-381756	2214455
Guestview	75-381155	2214446
Tri Star	75-376812	2202932
Tri Star	75-376813	2205675
Grafalloy Solite	75-383051	2221016
LTLF	75-330408	2222049
Grafalloy Logic	75-330409	2312266
Quantum	75-298968	2362611
Assailant	75-169921	2162750
Rocket	75-169919	
Shaft Lab	75-114472	2182736
Grafalloy Lady Classic	75-020699	2025359
Counterpoint	74-718031	2079945
Sensicore	74-712041	2048292
Power Transition Profile	74-688451	2056106
Truelite	74-688450	2056105
Dynamic	74-611032	2133627
True Temper	74-412189	1897044
Dynalite Gold	74-412991	1828401
Dynamic Lite	74-412993	1833938
TT Lite	74-405386	1903500
Senior Classic	74-181199	1754028
EI-70	74-142303	1676902

MARK	SERIAL NO.	REG. NO.
Ox Ultra II	74-125279	1688957
Black Gold	74-029645	1643717
Gold Plus	73-758788	1558189
None	73-692030	1490102
T2	73-530011	1360424
T1	73-530012	1360425
True Temper	73-524059	1356493
Flex Flow	73-522948	1355643
Pro Lite	73-482774	1353031
Dynamic Gold	73-372476	1298940
TT Lite	73-286059	1173464
Kinetic	73-269505	1181304
Extralite	73-267628	1266688
Jet Step	73-267627	1208621
Grafalloy	73-219907	1209860
Century	73-138040	1089805
True Temper	73-092113	1058338
Comet	72-450585	980306
TT	72-096053	708047
TT	72-096052	771149
Pro Fit	72-032426	666819
Dynalite	71-602579	562535
True Temper	71-279522	258244
True Temper	71-218590	239511

Prologic	75/652742	
AVR (Stylized)	74/125306	1674148
Command (Stylized)	74/139750	1673549
Dynamic (Stylized)	423047	378897
RC2	74/125278	1671064
True Temper (Stylized)	340358	1245903
Bimatrix	75/897861	
Tour Concept	78/192902	
TCI	78/193200	

**PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the ~~31<sup>st</sup>~~ day of December, 2002 by and between True Temper Sports, Inc., a Delaware corporation, ("Borrower"), and Antares Capital Corporation, a Delaware corporation, as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date herewith by and among Borrower, Agent and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, a certain Security Agreement of even date herewith between Agent and Borrower (the "Security Agreement") grants to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in certain of Borrower's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right

to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, Borrower hereby assigns, transfers and conveys to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent, effective upon delivery of a notice from Agent to Borrower of the occurrence of any Event of Default and of Agent's election to cause the assignment contained herein to become effective, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor now owned by Borrower. Borrower shall provide Agent on an annual basis with a list of all patents,

copyrights and trademarks issued or applied for by Borrower subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Termination. This Agreement and the Liens and security interests granted hereunder shall not terminate until the termination of the Credit Agreement and the full and complete performance and satisfaction of all the Obligations (other than unasserted contingent indemnification obligations), whereupon the Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Patents, Trademarks or Copyrights to or on the order of Borrower. The Agent shall also execute and deliver to Borrower upon such termination such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by Borrower to effect the termination and release of the Liens and security interests in favor of the Agent affecting the Patents, Trademarks and Copyrights.

5. Effect on Credit Agreement; Cumulative Remedies. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT BORROWER SHALL HAVE ALL OF SUCH RIGHTS.

6. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER

**APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.**

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

TRUE TEMPER SPORTS, INC.

BY: Fred H Geyer  
Its: \_\_\_\_\_

FRED H. GEYER  
SR. VICE PRESIDENT,  
CHIEF FINANCIAL OFFICER  
& TREASURER

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,  
as Agent

By: [Signature]  
Its: DIRECTOR

Utility Patent having no previously	Registered	5,520,049
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**SCHEDULE A****PATENTS**

<b>PATENT</b>	<b>STATUS</b>	<b>REG. NO.</b>
Utility Patent having no previously published pre-grant publication	Registered	6,203,447
Utility Patent having no previously published pre-grant publication	Registered	6,134,937
Utility Patent having no previously published pre-grant publication	Registered	5,993,328
Utility Patent having no previously published pre-grant publication	Registered	5,989,133
Utility Patent having no previously published pre-grant publication	Registered	5,984,804
Utility Patent having no previously published pre-grant publication	Registered	5,952,580
Utility Patent having no previously published pre-grant publication	Registered	5,951,410
Utility Patent having no previously published pre-grant publication	Registered	5,943,758
Utility Patent having no previously published pre-grant publication	Registered	5,882,268
Utility Patent having no previously published pre-grant publication	Registered	5,863,260
Utility Patent having no previously published pre-grant publication	Registered	5,810,676
Utility Patent having no previously published pre-grant publication	Registered	5,762,352
Utility Patent having no previously published pre-grant publication	Registered	5,743,811
Utility Patent having no previously published pre-grant publication	Registered	5,646,345
Utility Patent having no previously published pre-grant publication	Registered	5,634,860
Utility Patent having no previously published pre-grant publication	Registered	5,628,473
Utility Patent having no previously published pre-grant publication	Registered	5,617,752
Utility Patent having no previously published pre-grant publication	Registered	5,609,530
Utility Patent having no previously published pre-grant publication	Registered	5,607,364
Utility Patent having no previously published pre-grant publication	Registered	5,533,386
Utility Patent having no previously published pre-grant publication	Registered	5,528,927
Utility Patent having no previously published pre-grant publication	Registered	5,520,049

PATENT	STATUS	REG. NO.
published pre-grant publication		
Utility Patent having no previously published pre-grant publication	Registered	5,515,615
Design Patent (S1)	Registered	D 466575
Design Patent (S1)	Registered	D 370517

**SCHEDULE B**

**COPYRIGHT REGISTRATIONS**

<b>Owner</b>	<b>Year of Registration</b>	<b>Registration No.</b>
True Temper Sports, Inc.	1973	A-478260
True Temper Sports, Inc.	1974	A-568632

SCHEDULE C

TRADEMARK REGISTRATIONS

MARK	SERIAL NO.	REG. NO.
Max Cor	76-447251	
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Tri Star	75-376813	2205675
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LTLF	75-330408	2222049
Grafalloy Logic	75-330409	2312266
Quantum	75-298968	2362611
Assailant	75-169921	2162750
Rocket	75-169919	
Shaft Lab	75-114472	2182736
Grafalloy Lady Classic	75-020699	2025359
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Kinetic	73-269505	1181304
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Century	73-138040	1089805
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TT	72-096052	771149
Pro Fit	72-032426	666819
Dynalite	71-602579	562535
True Temper	71-279522	258244
True Temper	71-218590	239511

Prologic	75/652742	
AVR (Stylized)	74/125306	1674148
Command (Stylized)	74/139750	1673549
Dynamic (Stylized)	423047	378897
RC2	74/125278	1671064
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Bimatrix	75/897861	
Tour Concept	78/192902	
TCI	78/193200	