

03-30-2004



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102707937

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

1. Name of conveying party(ies): 3/25/04
True Temper Sports, Inc.

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

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

2. Name and address of receiving party(ies):
Name: CREDIT SUISSE FIRST BOSTON,
AS ADMINISTRATIVE AGENT

Internal Address: _____
Street Address: 11 Madison Avenue
City: New York State: NY Zip: 10010

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Switzerland
 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

OFFICE OF PUBLIC RECORDS
MAR 25 AM 11:07
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 15, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Julie L. Dalke, Esq.
Internal Address: Latham & Watkins LLP
Street Address: 650 Town Center Drive
Suite 2000
City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved: 66

7. Total fee (37 CFR 3.41).....\$ 1665.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
50-0524

(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.

Julie L. Dalke Julie Dalke March 25, 2004
Name of Person Signing Signature Date

03/29/2004 DRYRNE 00000129 0239511
01 FD:8521 40.00 01
02 FD:8522 1625.00 01

13

total number of pages including cover sheet, attachments, and document:
mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

OC\667460.1

TRADEMARKS

True Temper Sports, Inc.

Trademark	Reg. No.	Application No.	Reg. Date	Filing Date
1. True Temper	0239511	71/218590	3/6/1928	8/10/1925
2. True Temper	0258244	71/279522	7/2/1929	2/18/1929
3. Dynalite	562535	71/602579	8/5/1952	8/22/1950
4. Pro Fit	666819	72/032426	9/9/1958	6/21/1957
5. TT & Design	0771149	72/096052	6/9/1964	4/28/1960
6. TT & Design	0708047	72/096053	12/6/1960	4/28/1960
7. True Temper	1058338	73/092113	2/8/1977	6/30/1976
8. Century	1089805	73/138040	4/18/1978	8/18/1977
9. Grafalloy	1209860	73/219907	9/21/1982	6/18/1979
10. Extralite	1266688	73/267628	2/7/1984	6/23/1980
11. TT Lite	1173464	73/286059	10/31/1981	11/17/1980
12. Flex Flow	1355643	73/522948	8/20/1985	2/19/1985
13. True Temper	1356493	73/524059	8/27/1985	2/25/1985
14. T2	1360424	73/530011	9/17/1985	4/1/1985
15. T1	1360425	73/530012	9/17/1985	4/1/1985
16. Misc Design (Eagle Head)	1490102	73/692030	5/31/1988	10/26/1987
17. Gold Plus	1558189	73/758788	9/26/1989	10/20/1988
18. Black Gold	1643717	74/029645	5/7/1991	2/16/1990
19. EI-70	1676902	74/142303	2/25/1992	2/25/1991
20. Senior Classic	1754028	74/181199	2/23/1993	7/1/1991
21. TT Lite	1903500	74/405386	7/4/1995	6/22/1993
22. True Temper	1897044	74/412189	5/30/1995	7/12/1993
23. Dynalite Gold	1828401	74/412991	3/29/1994	7/12/1993
24. Dynamic Lite	1833938	74/412993	5/3/1994	7/12/1993
25. Comet and Designs	980306	74/450585	3/12/1974	4/3/1973
26. Dynamic	2133627	74/611032	2/3/1998	12/14/1994
27. Truelite	2056105	74/688450	4/22/1997	6/15/1995
28. Sensicore	2048292	74/712041	3/25/1997	8/7/1995
29. CounterPoint	2079945	74/718031	7/15/1997	8/21/1995
30. Grafalloy Lady Classics	2025359	75/020699	12/24/1996	11/16/1995
31. Shaft Lab	2182736	75/114472	8/18/1998	6/5/1996
32. Rocket	2734981	75/169919	7/8/2003	9/23/1996
33. Assailant	72162750	75/169921	6/2/1998	9/23/96
34. Quantum	2362611	75/298968	6/27/2000	5/27/1997
35. LTLF	2222049	75/330408	2/2/1999	7/25/1997
36. Grafalloy Logic	2312266	75/330409	1/25/2000	7/25/1997
37. Tri Star	2202932	75/376812	11/10/1998	10/21/1997
38. Tri Star and Design	2205675	75/376813	11/24/1998	10/21/1997
39. True Temper	2210958	75/381755	12/15/1998	10/30/1997

Trademark	Reg. No.	Application No.	Reg. Date	Filing Date
40. Sensicore	2214455	75/381756	12/29/1998	10/30/1997
41. Grafalloy Solite	2221016	75/383051	1/26/1999	7/28/1997
42. Dynamic Titanium Matched	2362803	75/415599	6/27/2000	1/9/1998
43. Lady Classic	2240795	75/468097	4/20/1999	4/14/1998
44. Grafalloy Prologic	2409262	75/569787	11/28/2000	10/14/1998
45. Prologic	2805138	75/652742	1/13/2004	10/14/98
46. The Way to Feel the Game	2389968	75/846283	9/26/2000	11/10/1999
47. Shaft Ware	2526265	75/846284	1/1/2002	11/10/1999
48. Bimatrix		75/897861		1/18/2000
49. Tri Gold	2613789	75/897862	9/3/2002	1/18/2000
50. EI-70	2752027	76/373073	8/19/2003	2/19/2002
51. NDI		76/380347		3/8/2002
52. Speed-Step	2793945	76/427665	12/16/2003	7/5/2002
53. TPR	2719200	76/433784	5/27/2003	7/24/2002
54. Max Cor		76/447251		9/6/2002
55. Tour Concept		78/192902		12/10/2002
56. TCI		78/193200		12/11/2002
57. BLUE and Design		78/232941		4/2/2003
58. Crossfire		78/275915		7/18/2003
59. Epic		78/275918		7/18/2003
60. TX Tour		78/352282		1/15/2004
61. Air Hammer		78/357441		1/26/2004
62. TX Technology		78/357620		1/26/2004
63. TX-90		78/359412		1/29/2004
64. Attack Lite		78/366943		2/12/2004
65. Eclipse		78/366956		2/25/2004
66. Prolite		78/367089		2/12/2004

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 15, 2004 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse First Boston, acting through its Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, True Temper Corporation, a Delaware corporation, and True Temper Sports, Inc., a Delaware corporation, have entered into a Credit Agreement, dated as of March 15, 2004 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, Credit Suisse First Boston, acting through its Cayman Islands Branch, as advisor, sole lead arranger, sole bookrunner and administrative agent and Antares Capital Corporation, as syndication agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of March 15, 2004, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto

(including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

TRUE TEMPER SPORTS, INC.

By: Fred H Geyer
Name: FRED H. GEYER
Title: SENIOR VICE PRESIDENT
CFO AND TREASURER

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 12th day of March, in the year 2004, before me, the undersigned, personally appeared Fred H. Geyer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness My Hand and Official Seal.

[Handwritten Signature]
Signature

My Commission expires on 8/3/05

DAWN M. SCHOENIG
NOTARY PUBLIC, State of New York
No. 01SC4900811
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires August 3, 2005

COPYRIGHTS

PATENTS

TRADEMARKS

TRADE SECRETS

INTELLECTUAL PROPERTY LICENSES

COPYRIGHTS

Title	Registration No.	Registered
True Temper Sports, Inc.	A478260	1973
True Temper Sports, Inc.	A568632	1974

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TRADEMARK
REEL: 002937 FRAME: 0091

PATENTS

True Temper Sports, Inc.

TITLE	Patent No.	Application No.	Issue Date	Filing Date
Metal and composite golf club shaft		09745001		12/21/2000
Methods of device for measuring the curvature of an object	5515615	08361613	5/14/1996	12/22/1994
Acceleration responsive device	5520049	08290668	5/28/1996	8/1/1994
Center of gravity locator	5528927	08354571	6/25/1996	12/12/1994
Methods of using an acceleration responsive device	5533386	08504624	7/9/1996	7/20/1995
Polymers damped tubular shafts	5607364	08361141	3/4/1997	12/21/1994
Dynamic lie determination device and method	5609530	08522442	3/11/1997	8/31/1995
Methods of and apparatus for straightening rods	5617752	08518345	4/8/1997	8/23/1995
Methods of and apparatus for applying strands to a support	5628473	08161947	5/13/1997	12/3/1993
Golf club and shaft therefore	5634860	08614589	6/3/1997	3/13/1996
Acceleration responsive device	5646345	08595118	7/8/1997	2/1/1996
Lightweight shaft	5743811	08612028	4/28/1998	3/7/1996
Bicycle fork having a fiber reinforced steerer tube and fiber reinforced crown and blades and method of making same	5762352	08616366	6/9/1998	3/15/1996
Lightweight shaft	5810676	08888046	9/22/1998	7/3/1997
Device-coupled assembly and device used therewith	5863260	08873098	1/26/1999	6/11/1997
Golf club and shaft therefore	5882268	08615353	3/16/1999	3/13/1996
Fabrication of a hollow composite-material shaft having an integral collar	5943758	08940935	8/31/1999	9/30/1997
Apparatus for obtaining compound bending data of a golf club	5951410	08775340	9/14/1999	1/3/1997
Apparatus and method for producing shafts having preselected lengths and flexural properties	5952580	08941477	9/14/1999	9/30/1997
Lightweight shaft and methods of making same	5984804	08613792	11/16/1999	3/1/1996
Golf club and shaft therefore and method of making same	5989133	08642363	11/23/1999	5/3/1996
Bonding apparatus for modular shafts	6203447	09455667	3/20/2001	12/7/1999
Golf device	D370517	29036224	6/4/1996	3/15/1995
Golf club shaft	D466575	29136679	12/3/2002	2/6/2001
Golf club shaft	5993328	08886486	11/30/1999	7/1/1997
Method of making a golf shaft	6134937	09373266	10/24/2000	8/12/1999

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TRADEMARK
REEL: 002937 FRAME: 0092

<u>TITLE</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Issue. Date</u>	<u>Filing Date</u>
Multilayer impact resistant hockey stick		09760018		1/12/2001
Hockey stick with reinforced shaft		09898301		7/3/2001

NY872398.1

TRADEMARK
REEL: 002937 FRAME: 0093

TRADEMARKS

True Temper Sports, Inc.

Trademark	Reg. No.	Application No.	Reg. Date	Filing Date
1. True Temper	0239511	71/218590	3/6/1928	8/10/1925
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3. Dynalite	562535	71/602579	8/5/1952	8/22/1950
4. Pro Fit	666819	72/032426	9/9/1958	6/21/1957
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8. Century	1089805	73/138040	4/18/1978	8/18/1977
9. Grafalloy	1209860	73/219907	9/21/1982	6/18/1979
10. Extralite	1266688	73/267628	2/7/1984	6/23/1980
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18. Black Gold	1643717	74/029645	5/7/1991	2/16/1990
19. EI-70	1676902	74/142303	2/25/1992	2/25/1991
20. Senior Classic	1754028	74/181199	2/23/1993	7/1/1991
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58. Crossfire		78/275915		7/18/2003
59. Epic		78/275918		7/18/2003
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62. TX Technology		78/357620		1/26/2004
63. TX-90		78/359412		1/29/2004
64. Attack Lite		78/366943		2/12/2004
65. Eclipse		78/366956		2/25/2004
66. Prolite		78/367089		2/12/2004