

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse, Cayman Islands Branch as Second Lien Agent		06/29/2009	Bank: CAYMAN ISLANDS

**RECEIVING PARTY DATA**

<b>Name:</b>	Law Debenture Trust Company of New York
<b>Street Address:</b>	400 Madison Avenue, 4th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Banking corporation: NEW YORK

**PROPERTY NUMBERS Total: 82**

Property Type	Number	Word Mark
Registration Number:	2997316	ALPHA Q
Registration Number:	2933160	ALPHA Q
Registration Number:	1643717	BLACK GOLD
Registration Number:	2978655	BLUE
Registration Number:	1089805	CENTURY
Registration Number:	0980306	COMET
Registration Number:	1490102	
Registration Number:	2673083	DIAMOND RIFLE
Registration Number:	0562535	DYNALITE
Registration Number:	1828401	DYNALITE GOLD
Registration Number:	2133627	DYNAMIC
Registration Number:	1298940	DYNAMIC GOLD
Registration Number:	1833938	DYNAMIC LITE

CH \$2065.00 2997316

**900138629**

**TRADEMARK  
 REEL: 004024 FRAME: 0236**

Registration Number:	2752027	EI-70
Registration Number:	1676902	EI-70
Registration Number:	3072061	ELIOS
Registration Number:	2938966	EXTRALITE
Registration Number:	3197392	F-115
Registration Number:	1864315	FCM
Registration Number:	1609922	FIBREMATCH
Registration Number:	2378266	FLEX DISTRIBUTION TECHNOLOGY
Registration Number:	2955707	FLIGHTED
Registration Number:	1822954	FM
Registration Number:	2320724	FM PRECISION
Registration Number:	2373538	FM PRECISION GOLF
Registration Number:	1558189	GOLD PLUS
Registration Number:	1209860	GRAFALLOY
Registration Number:	3146367	HOW FAST WILL YOU GO TODAY?
Registration Number:	1362185	MICROTAPER
Registration Number:	2843569	NDI
Registration Number:	1161106	PHOENIX
Registration Number:	2303575	PRECISION
Registration Number:	2731681	PRECISION
Registration Number:	1320963	PRECISION LITE
Registration Number:	3177664	PRECISION SABER
Registration Number:	2798308	PRECISION SUPER LITE
Registration Number:	2632654	PRECISION TECHNOLOGY
Registration Number:	2931670	PRECISIONFM
Registration Number:	0666819	PRO FIT
Registration Number:	2928924	PROCUSTOM
Registration Number:	2722458	PROJECT X
Registration Number:	2805138	PROLOGIC
Registration Number:	1120104	PROPEL
Registration Number:	1117364	PROTAPER
Registration Number:	2936315	RELEASE
Registration Number:	2017291	RIFLE
Registration Number:	2830857	RIFLE AIRLITE
Registration Number:	2313814	RIFLE FLIGHTED

Registration Number:	3106280	RIFLE FLIGHTED LITE
Registration Number:	2173887	RIFLE LITE
Registration Number:	2734981	ROCKET
Registration Number:	2974476	SABER TOUR VECTOR
Registration Number:	1754028	SENIOR CLASSIC
Registration Number:	2048292	SENSICORE
Registration Number:	2182736	SHAFT LAB
Registration Number:	2793945	SPEED-STEP
Registration Number:	2508169	SPINNER WEDGE
Registration Number:	2209841	THE SHAFT COMPANY
Registration Number:	2885151	TOUR CONCEPT
Registration Number:	2958235	TOUR FLIGHTED
Registration Number:	2719200	TPR
Registration Number:	2613789	TRI GOLD
Registration Number:	2210958	TRUE TEMPER
Registration Number:	1897044	TRUE TEMPER
Registration Number:	0258244	TRUE TEMPER
Registration Number:	0239511	TRUE TEMPER
Registration Number:	1058338	TRUE TEMPER.
Registration Number:	2056105	TRUELITE
Registration Number:	0708047	TT
Registration Number:	1173464	TT LITE
Registration Number:	3034316	TX TECHNOLOGY
Registration Number:	2993296	TX TOUR
Registration Number:	3003718	TX-90
Registration Number:	2265816	WORLD LEADER IN GOLF SHAFT TECHNOLOGY
Registration Number:	3077529	XROC
Registration Number:	3253307	CARBON ROOTING TECHNOLOGY CRT
Registration Number:	3231818	FREQUENCY TUNED
Registration Number:	3360836	GS75
Registration Number:	3230929	M80
Registration Number:	3374084	NANO FUSE
Registration Number:	3399761	NF N A N O F U S E
Registration Number:	3343199	PROLITE

CORRESPONDENCE DATA

Fax Number: (949)475-4754  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-351-2373  
Email: tsica@gibsondunn.com  
Correspondent Name: Theodore C. Sica  
Address Line 1: 200 Park Avenue  
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	18300-00207
NAME OF SUBMITTER:	Theodore C. Sica
Signature:	/theodore c. sica/
Date:	07/14/2009

Total Attachments: 12  
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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement"), dated as of June 29, 2009, by and among CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as resigned collateral agent (in such capacity, "CS" or the "Resigned Collateral Agent"), LAW DEBENTURE TRUST COMPANY OF NEW YORK, as successor collateral agent (in such capacity, "Law Debenture" or the "Successor Collateral Agent"), True Temper Sports, Inc., a Delaware corporation (the "Borrower"), and True Temper Corporation, a Delaware corporation ("Holdings").

Reference is made to (a) that certain Second Lien Guarantee and Collateral Agreement, dated as of January 22, 2007 (as heretofore amended, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among Borrower, Holdings, and the other Guarantors listed in the signature pages thereto (together with the Borrower and Holdings, the "Grantors") and CS, as Collateral Agent (in such capacity, the "Collateral Agent"); and (b)(i) that certain Second Lien Intellectual Property Security Agreement, dated as of January 22, 2007, by and between the Borrower and Collateral Agent, (ii) that certain Second Lien Intellectual Property Security Agreement (First Supplemental Filing), dated as of March 31, 2009, by and among the Borrower, Holdings and Collateral Agent, and (iii) that certain Second Lien Intellectual Property Security Agreement (Second Supplemental Filing), dated as of April 9, 2009, by and among the Borrower, Holdings and Collateral Agent (the agreements listed in items (b)(i) through (iii) hereof, collectively, the "Intellectual Property Security Agreements").

Capitalized terms not otherwise defined herein have the respective meanings ascribed thereto in the Security Agreement, the Intellectual Property Security Agreements or the Resignation and Appointment Agreement (defined below), as applicable.

WHEREAS, pursuant to the Security Agreement, Borrower and Holdings were required to execute and deliver the Intellectual Property Security Agreements (as further described in the following recitals);

WHEREAS, pursuant to the Second Lien Intellectual Property Security Agreement dated January 22, 2007 and as now recorded with the U.S. Patent and Trademark Office, the Borrower granted to the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks, Patents, Copyrights and Trade Secrets listed on Schedule I attached hereto, and all other Intellectual Property and proceeds of any and all of the foregoing (other than Excluded Assets);

WHEREAS, pursuant to the Second Lien Intellectual Property Security Agreement (First Supplemental Filing) dated March 31, 2009 and as now recorded with the U.S. Patent and Trademark Office, the Borrower and Holdings granted to the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the

Trademarks listed on Schedule II attached hereto, and all Trademark Licenses and all proceeds of any and all of the foregoing (other than Excluded Assets);

WHEREAS, pursuant to the Second Lien Intellectual Property Security Agreement (Second Supplemental Filing) dated April 9, 2009 and as now recorded with the U.S. Patent and Trademark Office, the Borrower and Holdings granted to the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Patents listed on Schedule III attached hereto, and all Patent Licenses and all proceeds of any and all of the foregoing (other than Excluded Assets);

WHEREAS, on March 11, 2009, Resigned Collateral Agent provided notice to the Lenders and Borrower of its resignation as Administrative Agent and Collateral Agent pursuant to and in accordance with Article VIII of the Credit Agreement, and pursuant to that certain Letter Agreement RE: Replacement of Agents Under Second Lien Credit Agreement, dated as of April 9, 2009 (the "Resignation and Appointment Agreement"), the Lenders appointed the Successor Collateral Agent as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Loan Documents, including, without limitation, the Intellectual Property Security Agreements.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agree as follows:

CS hereby irrevocably assigns to Law Debenture without recourse, and Law Debenture hereby assumes from CS, all of CS's rights, powers, discretion, privileges, duties and obligations under the Intellectual Property Security Agreements as of the Effective Date (as defined below).

From and after the Effective Date (as defined below), (a) Law Debenture shall be a party to the Intellectual Property Security Agreements and, to the extent provided in this Assignment and Assumption Agreement, have the rights, powers, discretion, privileges, duties and obligations of the "Administrative Agent" thereunder and shall be bound by the provisions thereof and (b) CS shall, to the extent provided in this Assignment and Assumption Agreement, relinquish its rights, powers, discretion and privileges and be released from its duties and obligations under the Intellectual Property Security Agreements.

This Assignment and Assumption Agreement shall be effective upon execution by all of the parties hereto (the "Effective Date"). Following the execution of this Assignment and Assumption Agreement, it will be delivered to Law Debenture for recording by Law Debenture pursuant to the Security Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office and the United States Copyright Office.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principals.

This Assignment and Assumption Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, 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.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

**LAW DEBENTURE TRUST COMPANY OF  
NEW YORK,**

as collateral agent (the "Successor Collateral Agent")

By: \_\_\_\_\_

Name:

**James D. Heaney**

Title:

**Managing Director**

**CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH**

as collateral agent (the "Resigned Collateral Agent")

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:



IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

**LAW DEBENTURE TRUST COMPANY OF  
NEW YORK,**

as collateral agent (the "Successor Collateral Agent")

By: \_\_\_\_\_

Name:

Title:


**CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH**

as collateral agent (the "Resigned Collateral Agent")

By:  \_\_\_\_\_

Name: Bryan J. Matthews

Title: Director

By:  \_\_\_\_\_

Name: Graham Lawrence


Title: Vice President

**AGREED AND ACKNOWLEDGED**

**TRUE TEMPER SPORTS, INC.**

By:   
Name: Jason Jenne  
Date:

**TRUE TEMPER CORPORATION**

By:   
Name: Jason Jenne  
Date:

SCHEDULE I  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

PATENTS AND PATENT APPLICATIONS

<b>Patent No./ Application No.</b>	<b>Title</b>	<b>Issue Date/ Filing Date</b>	<b>Status</b>
US20050091819	Hydroformed metallic golf club shafts and method therefore	12/3/04	Pending
D507,815	Golf club shaft	7/26/05	Issued
D466,575	Golf club shaft	12/3/02	Issued
D411,273	Golf club shaft	6/22/99	Issued
D370,517	Golf device	6/4/96	Issued
7,255,652	Lightweight, durable golf club shafts	8/14/07	Issued
7,115,045	Hybrid gold club shaft set	10/3/06	Issued
6,984,179	Golf club shafts having variable taper lengths	1/10/06	Issued
6,893,596	Method of forming a one piece hockey stick	5/17/05	Issued
6,845,552	Method of preparing hydroformed metallic golf club shafts	1/25/05	Issued
6,695,711	Hydroformed metallic golf club shafts and method therefore	2/24/04	Issued
6,203,447	Bonding apparatus for modular shafts	3/20/01	Issued
6,134,937	Golf club and shaft therefor and method of making same	10/24/00	Issued
6,729,970	Hybrid golf club shaft set	5/4/04	Issued
5,952,580	Apparatus and method for producing shafts having preselected lengths and flexural properties	9/14/99	Issued
5,943,758	Fabrication of a hollow composite-material shaft having an integral collar	8/31/99	Issued
5,882,268	Golf club and shaft therefor	3/16/99	Issued
5,863,260	Device-coupled assembly and device used therewith	1/26/99	Issued
5,857,921	Golf club shafts	1/12/99	Issued
5,810,676	Lightweight shaft	9/22/98	Issued
5,762,352	Bicycle fork having a fiber reinforced steerer tube and fiber reinforced crown and blades and	6/9/98	Issued

	method of making same		
5,634,860	Golf club and shaft therefor	6/3/97	Issued
5,533,386	Methods of using an acceleration responsive device	7/9/96	Issued
5,520,049	Acceleration responsive device	5/28/96	Issued
5,040,279	Method for producing frequency matched sets of composite golf club shafts	8/20/91	Issued
5,993,328	Golf club shaft	11/30/99	Issued
5,646,345	Acceleration responsive device	7/8/97	Issued
5,607,364	Polymer damped tubular shafts	3/4/97	Issued
5,515,615	Methods of and device for measuring the curvature of an object	5/14/96	Issued
5,989,133	Golf club and shaft therefor and method of making same	11/23/99	Issued
5,984,804	Lightweight shaft and methods of making same	11/16/99	Issued
5,951,410	Apparatus for obtaining compound bending data of a golf club	9/14/99	Issued
5,743,811	Lightweight shaft	4/28/98	Issued

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Serial No./Registration No.	Status
ALPHA Q	2997316	Registered
ALPHA Q	2933160	Registered
BLACK GOLD	1643717	Registered
BLUE	2978655	Registered
CENTURY	1089805	Registered
COMET	0980306	Registered
Design Mark	1490102	Registered
DIAMOND RIFLE	2673083	Registered
DYNALITE	562535	Registered
DYNALITE GOLD	1828401	Registered
DYNAMIC	2133627	Registered
DYNAMIC GOLD	1298940	Registered
DYNAMIC LITE	1833938	Registered
EI-70	2752027	Registered
EI-70	1676902	Registered
ELIOS	3072061	Registered
EXTRALITE	2938966	Registered
F-115	3197392	Registered

FCM	1864315	Registered
FIBREMATCH	1609922	Registered
FLEX DISTRIBUTION TECHNOLOGY	2378266	Registered
FLIGHTED	2955707	Registered
FM	1822954	Registered
FM PRECISION	2320724	Registered
FM PRECISION GOLF	2373538	Registered
GOLD PLUS	1558189	Registered
GRAFALLOY	1209860	Registered
HOW FAST WILL YOU GO TODAY?	3146367	Registered
MICROTAPER	1362185	Registered
NDI	2843569	Registered
PHOENIX	1161106	Registered
PRECISION	2303575	Registered
PRECISION	2731681	Registered
PRECISION LITE	1320963	Registered
PRECISION SABER	3177664	Registered
PRECISION SUPER LITE	2798308	Registered
PRECISION TECHNOLOGY	2632654	Registered
PRECISIONFM	2931670	Registered
PRO FIT	666819	Registered
PROCUSTOM	2928924	Registered
PROJECT X	2722458	Registered
PROLOGIC	2805138	Registered
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TRUE TEMPER	1058338	Registered
TRUELITE	2056105	Registered
TT	0708047	Registered
TT LITE	1173464	Registered
TX TECHNOLOGY	3034316	Registered
TX TOUR	2993296	Registered
TX-90	3003718	Registered
WORLD LEADER IN GOLF SHAFT TECHNOLOGY	2265816	Registered
XROC	3077529	Registered

SCHEDULE II  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

<b>Trademark</b>	<b>Serial No./Registration No.</b>	<b>Status</b>
CARBON ROOTING TECHNOLOGY CRT	3253307	Registered
FREQUENCY TUNED	3231818	Registered
GS75	3360836	Registered
M80	3230929	Registered
NANO FUSE	3374084	Registered
NFNANOFUSE	3399761	Registered
PROLITE	3343199	Registered

SCHEDULE III  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

<b>Patent No.</b>	<b>Title</b>	<b>Issue Date/ Filing Date</b>	<b>Status</b>
5,993,328	Golf Club Shaft	11-30-1999	Issued

# 1653243