

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385951

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
True Temper Sports, Inc.		05/27/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as administrative agent
Street Address:	111 West Monroe Street
Internal Address:	5th Floor Center
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	2978655	BLUE
Registration Number:	1676902	EI-70
Registration Number:	0258244	TRUE TEMPER
Registration Number:	1356493	TRUE TEMPER
Registration Number:	1897044	TRUE TEMPER
Registration Number:	3698691	
Registration Number:	4937309	ALLOYBLUE
Registration Number:	4868391	AMT
Registration Number:	1643717	BLACK GOLD
Registration Number:	4056818	BLACKBIRD
Registration Number:	4539486	BOOST
Registration Number:	4023875	BOOYAH
Registration Number:	4132537	DG SPINNER
Registration Number:	0562535	DYNALITE
Registration Number:	1828401	DYNALITE GOLD
Registration Number:	2133627	DYNAMIC
Registration Number:	1298940	DYNAMIC GOLD

CH \$1715.00 2978655

Property Type	Number	Word Mark
Registration Number:	1864315	FCM
Registration Number:	2955707	FLIGHTED
Registration Number:	2320724	FM PRECISION
Registration Number:	2373538	FM PRECISION GOLF
Registration Number:	3231818	FREQUENCY TUNED
Registration Number:	1558189	GOLD PLUS
Registration Number:	4135221	GOLD SERIES
Registration Number:	1209860	GRAFALLOY
Registration Number:	3360836	GS75
Registration Number:	3929011	GS85
Registration Number:	3703319	GS95
Registration Number:	1362185	MICROTAPER
Registration Number:	3374084	NANO FUSE
Registration Number:	2303575	PRECISION
Registration Number:	4414973	PRECISION
Registration Number:	1320963	PRECISION LITE
Registration Number:	3177664	PRECISION SABER
Registration Number:	4793097	PROLAUNCH
Registration Number:	2928924	PROCUSTOM
Registration Number:	2722458	PROJECT X
Registration Number:	3343199	PROLITE
Registration Number:	2805138	PROLOGIC
Registration Number:	2936315	RELEASE
Registration Number:	2017291	RIFLE
Registration Number:	2313814	RIFLE FLIGHTED
Registration Number:	2173887	RIFLE LITE
Registration Number:	2734981	ROCKET
Registration Number:	2048292	SENSICORE
Registration Number:	4135586	SHAFTFIT
Registration Number:	4116040	SPEED COAT
Registration Number:	2793945	SPEED-STEP
Registration Number:	2508169	SPINNER WEDGE
Registration Number:	2885151	TOUR CONCEPT
Registration Number:	2613789	TRI GOLD
Registration Number:	0239511	TRUE TEMPER
Registration Number:	2210958	TRUE TEMPER
Registration Number:	3890266	TRUE TEMPER
Registration Number:	4785881	TRUE TEMPER

Property Type	Number	Word Mark
Registration Number:	2056105	TRUELITE
Registration Number:	1173464	TT LITE
Registration Number:	4739343	XCORE
Registration Number:	3901017	XO SHELL
Registration Number:	4809415	ZIP TIP
Registration Number:	4809416	ZT
Serial Number:	86532682	HZRD
Serial Number:	86830555	HZRDUS
Serial Number:	86665523	SYNTHESIS
Serial Number:	86463056	TRUE
Serial Number:	86929486	VOLATILE
Serial Number:	86093036	XP
Serial Number:	86680941	ZPALM

CORRESPONDENCE DATA

Fax Number: 3126095005

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: hmiller@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	05/27/2016

Total Attachments: 6
source=6. WASHINGTON_DC-52474-v4-BMO_True_Temper_-_Trademark_Security_Agreement#page1.tif
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source=6. WASHINGTON_DC-52474-v4-BMO_True_Temper_-_Trademark_Security_Agreement#page4.tif
source=6. WASHINGTON_DC-52474-v4-BMO_True_Temper_-_Trademark_Security_Agreement#page5.tif
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THIS TRADEMARK SECURITY AGREEMENT, dated as of May 27, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit and Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit and Security Agreement, dated as of May 27, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit and Security Agreement”), among the Borrower, the Guarantors party thereto, the Lenders from time to time party thereto, and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has guaranteed the Obligations of the Borrower and all of the Grantors are required to execute and deliver this Trademark Security Agreement pursuant to the Credit and Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit and Security Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit and Security Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and applications therefor, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" trademark applications, solely during the period in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or void, such intent-to-use trademark application under Applicable Law.

SECTION 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4 Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and licenses subject to a security interest hereunder.

SECTION 5 Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6 Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

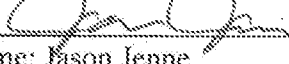
(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTOR

TRUE TEMPER SPORTS, INC., a
Delaware Corporation

By: 
Name: Jason Jenne
Title: President & Chief Executive Officer

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations

Trademark	Registration No.	Reg. Date	Owner
	2978655	07/26/2005	True Temper Sports, Inc.
EI-70	1676902	02/25/1992	True Temper Sports, Inc.
TRUE TEMPER	0258244	07/02/1929	True Temper Sports, Inc.
TRUE TEMPER	1356493	08/27/1985	True Temper Sports, Inc.
TRUE TEMPER	1897044	05/30/1995	True Temper Sports, Inc.
	3698691	10/20/2009	True Temper Sports, Inc.
ALLOY BLUE	4937309	4/12/2016	True Temper Sports, Inc.
AMT	4868391	12/8/2015	True Temper Sports, Inc.
BLACK GOLD	1643717	05/07/1991	True Temper Sports, Inc.
BLACKBIRD	4056818	11/15/2011	True Temper Sports, Inc.
BOOST	4539486	5/27/2014	True Temper Sports, Inc.
BOOYAH	4023875	09/06/2011	True Temper Sports, Inc.
DG SPINNER	4132537	04/24/2012	True Temper Sports, Inc.
DYNALITE	0562535	08/05/1952	True Temper Sports, Inc.
DYNALITE GOLD	1828401	03/29/1994	True Temper Sports, Inc.
DYNAMIC	2133627	02/03/1998	True Temper Sports, Inc.
DYNAMIC GOLD	1298940	10/02/1984	True Temper Sports, Inc.
FCM	1864315	11/22/1994	True Temper Sports, Inc.
FLIGHTED	2955707	05/24/2005	True Temper Sports, Inc.
FM PRECISION	2320724	02/22/2000	True Temper Sports, Inc.
FM PRECISION GOLF	2373538	08/01/2000	True Temper Sports, Inc.
FREQUENCY TUNED	3231818	04/17/2007	True Temper Sports, Inc.
GOLD PLUS	1558189	09/26/1989	True Temper Sports, Inc.
GOLD SERIES	4135221	05/01/2012	True Temper Sports, Inc.
GRAFALLOY	1209860	09/21/1982	True Temper Sports, Inc.
GS75	3360836	12/25/2007	True Temper Sports, Inc.
GS85	3929011	03/08/2011	True Temper Sports, Inc.
GS95	3703319	10/27/2009	True Temper Sports, Inc.

Trademark	Registration No.	Reg. Date	Owner
MICROTAPER	1362185	09/24/1985	True Temper Sports, Inc.
NANO FUSE	3374084	01/22/2008	True Temper Sports, Inc.
PRECISION	2303575	12/28/1999	True Temper Sports, Inc.
PRECISION	4414973	10/8/2013	True Temper Sports, Inc.
PRECISION LITE	1320963	02/19/1985	True Temper Sports, Inc.
PRECISION SABER	3177664	11/28/2006	True Temper Sports, Inc.
PRO LAUNCH	4793097	8/18/2015	True Temper Sports, Inc.
PROCUSTOM	2928924	03/01/2005	True Temper Sports, Inc.
PROJECT X	2722458	06/03/2003	True Temper Sports, Inc.
PROLITE	3343199	11/27/2007	True Temper Sports, Inc.
PROLOGIC	2805138	01/13/2004	True Temper Sports, Inc.
RELEASE	2936315	03/29/2005	True Temper Sports, Inc.
RIFLE	2017291	11/19/1996	True Temper Sports, Inc.
RIFLE FLIGHTED	2313814	02/01/2000	True Temper Sports, Inc.
RIFLE LITE	2173887	07/14/1998	True Temper Sports, Inc.
ROCKET	2734981	07/08/2003	True Temper Sports, Inc.
SENSICORE	2048292	03/25/1997	True Temper Sports, Inc.
SHAFTFIT	4135586	05/01/2012	True Temper Sports, Inc.
SPEED COAT	4116040	03/20/2012	True Temper Sports, Inc.
SPEED STEP	2793945	12/16/2003	True Temper Sports, Inc.
SPINNER WEDGE	2508169	11/13/2001	True Temper Sports, Inc.
TOUR CONCEPT	2885151	09/14/2004	True Temper Sports, Inc.
TRI-GOLD	2613789	09/03/2002	True Temper Sports, Inc.
TRUE TEMPER	0239511	03/06/1928	True Temper Sports, Inc.
TRUE TEMPER	2210958	12/15/1998	True Temper Sports, Inc.
TRUE TEMPER	3890266	12/14/2010	True Temper Sports, Inc.
TRUE TEMPER	4785881	8/4/2015	True Temper Sports, Inc.
TRUELITE	2056105	04/22/1997	True Temper Sports, Inc.
TT LITE	1173464	10/13/1981	True Temper Sports, Inc.
XCORE	4739343	5/19/2015	True Temper Sports, Inc.
XO SHELL (DESIGN)	3901017	01/04/2011	True Temper Sports, Inc.
ZIP TIP	4809415	9/8/2015	True Temper Sports, Inc.
ZT	4809416	9/8//2015	True Temper Sports, Inc.

U.S. Trademark Applications

Trademark	Application No.	Filing Date	Owner
HZRD	86532682	2/12/2015	True Temper Sports, Inc.
HZRDUS	86830555	11/24/2015	True Temper Sports, Inc.
SYNTHESIS	86665523 (ITU)	1/17/2015	True Temper Sports, Inc.
TRUE	86463056	11/24/2014	True Temper Sports, Inc.
VOLATILE	86929486 (ITU)	3/4/2016	True Temper Sports, Inc.
XP	86093036	10/16/2013	True Temper Sports, Inc.
ZPALM	86680941 (ITU)	7/01/2015	True Temper Sports, Inc.