

File 0351-0011 (exp. 4/94)



100850856

Lab settings 10-5-98

To the Honorable Commissioner of Patents

Send original documents or copy thereof.

1. Name of conveying party(ies):

Orlimar Golf Company
25673 Nickel Place
Hayward, CA 94545-3221

- Individual(s)
- General Partnership
- Corporation-State - **California**
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: **May 1, 1998**

2. Name and address of receiving party(ies)

Name: **Orlimar Golf Equipment Company, L.L.C.**

Internal Address: _____

Street Address: **25673 Nickel Place**

City: **Hayward** State: **CA** ZIP: **94545-**

3221

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Limited Liability Company - California**

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

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

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional numbers attached? Yes No

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

Name: **Laura A. Newman, Esq.**

Internal Address: _____

Street Address: **Janin, Morgan & Brenner
A Professional Corporation**

220 Bush Street, 17th Floor

City: **San Francisco** State: **CA** ZIP: **94104**

6. Total number of applications and registrations involved: **24**

***Please charge any additional fees or credit overpayment to Deposit Account No. 10-0261**

7. Total fee (37 CFR 3.41).....\$ **615.00***

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

10-0261

(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.

Laura A. Newman, Esq.
Name of Person Signing

Laura Newman
Signature

October 1, 98

Date

Total number of pages including cover sheet, attachments, and document: **5**

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

TRADEMARK
REEL: 1799 FRAME: 0374

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01 FC-401
02 FC-402

ASSIGNMENT OF FEDERAL REGISTRATIONS AND APPLICATIONS
OF ORLIMAR GOLF COMPANY TO
ORLIMAR GOLF EQUIPMENT COMPANY L.L.C.

<u>MARK</u>	<u>REGISTRATION NO./</u> <u>APPLICATION SERIAL NO.</u>
1. ORLIMAR (in script form)	1,534,464
2. DIAMOND (stylized)	1,556,973
3. DIAMOND (in plain block letters)	2,087,314
4. "DIAMOND Logo"	2,091,352
5. DIAMOND T.D.S.	1,514,729
6. T.D.S	1,511,898
7. TOUR DIAMOND SOLITAIRE	1,558,172
8. DIAMOND FLUSH FACE	75/068,178
9. TRIMETAL	75/354,482
10. "TRIMETAL LOGO"	75/501,358
11. TRIMET	75/353,792
12. ORLIMAR TRIMETAL	75/354,481
13. GYRO	1,973,659
14. CONQUEROR	1,514,730
15. ALPHA MARAGING	75/407,924
16. "ALPHA MARAGING Logo"	75/508,845
17. IT'S NOT OVERSIZE. IT'S THE RIGHT SIZE.	75/423,980
18. OVERSIZE IS OVERRATED	75/500,537
19. SHALLOW	75/484,728
20. SHALLOWOOD	75/487,300
21. SHALLOWFACE	75/487,122
22. SHALLOWIRON	75/487,509
23. SHALLOWCLUB	75/487,121
24. SHALLOWDRIVER	75/487,119

Trademark Assignment Agreement

WHEREAS, ORLIMAR GOLF COMPANY a California Corporation having its principal offices at 25673 Nickel Place Hayward, California 94545-3221 ("Seller"), has adopted, used, is presently using, and/or has intended to use and is the owner of the trademarks and service marks (the "Trademarks") identified in Exhibit A through L hereto in connection with its golf equipment manufacturing business.

WHEREAS, ORLIMAR GOLF EQUIPMENT COMPANY LLC, a California limited liability company, ("Buyer") having its principal offices at 25673 Nickel Place Hayward, California 94545-3221 is purchasing substantially all of the assets of Seller, pursuant to the terms of the Contract of Sale dated May 1, 1998. Pursuant to the terms of that agreement Seller will be the successor of the ongoing and existing business of Buyer's golf equipment manufacturing business; and

WHEREAS Buyer desires to acquire all of Seller's right, title and interest in and to Seller's Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the terms and conditions of the Contract of Sale, Seller does hereby assign unto Buyer all of Seller's right, title and interest in and to the Trademarks, the federal registrations and pending applications therefor, the State registrations and all foreign registrations and applications, together with the goodwill of the business symbolized by the Trademarks.

IN WITNESS WHEREOF, Seller has executed and delivered this Assignment as of the 1st day of May, 1998.

ORLIMAR GOLF COMPANY

By: 

Name: Jesse J Ortiz
Vice President

EXHIBIT A

UNITED STATES

Trademarks, Registration
and Applications

<u>MARK</u>	<u>REGISTRATION NO./ APPLICATION SERIAL NO.</u>
ORLIMAR (in script form)	1,534,464
DIAMOND (stylized)	1,556,973 90,637
DIAMOND (in plain block letters)	2,087,314
"DIAMOND Logo"	2,091,352
DIAMOND (within diamond shaped figure)	81,979
DIAMOND T.D.S.	1,514,729
T.D.S	1,511,898
TOUR DIAMOND SOLITAIRE	1,558,172 87,660
DIAMOND FLUSH FACE	75/068,178
DIAMOND ICE	not applicable
ICE	not applicable
DIAMOND SOLEPLATE	not applicable
DIAMOND IN THE ROUGH	not applicable
TRIMETAL	75/354,482
"TRIMETAL LOGO"	pending
TRIMET	75/353,792
ORLIMAR TRIMETAL	75/354,481
GYRO	1,973,659 99,886
CONQUEROR	1,514,730
ALPHA MARAGING	75/407,924
"ALPHA MARAGING Logo"	pending

IT'S NOT OVERSIZE. IT'S THE RIGHT SIZE.	75/423,980
OVERSIZE IS OVERRATED	pending
SHALLOW	75/484,728
SHALLOWOOD	75/487,300
SHALLOWFACE	75/487,122
SHALLOWIRON	75/487,509
SHALLOWCLUB	75/487,121
SHALLOWDRIVER	75/487,119
"Miscellaneous Design" (Product Configuration)	not applicable
WHERE TRADITION MEETS TECHNOLOGY	not applicable