

02-03-1999

SHEET
JLY

Docket No.:
80672 & 80668



100956249

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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Adams Golf, Inc.

*MLD
1-26-99*

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

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

2. Name and address of receiving party(ies):

Name: Adams Golf IP, Ltd.

Internal Address: _____

Street Address: 2801 East Plano Parkway

City: Plano State: TX ZIP: 75074

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership Texas
 Corporation-State
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 31, 1997

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

A. Trademark Application No.(s)
75/417,768

02/02/1999 SBURNS 00000110 75-17768

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1,813,012

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

Name: Lisa A. Osman, Esq.

Internal Address: Dorsey & Whitney LLP

Street Address: 370 17th Street, Suite 4400

City: Denver State: CO ZIP: 80202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):..... \$ \$65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

01-26-1999
U.S. Patent & TMO/Int'l Mail Rec'D: #7

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.

Lisa A. Osman, Esq. *Lisa A. Osman* January 26, 1999
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

TRADEMARK
REEL: 1847 FRAME: 0435

ASSIGNMENT OF MARKS

WHEREAS, ADAMS GOLF, INC., a Delaware corporation, having its office at 300 Delaware Avenue, Suite 548, Wilmington, Delaware 19801, has adopted, used and is using certain trademarks which are registered or for which registration and/or application therefor has been filed in the United States Patent and Trademark Office as more specifically listed on the attached *Exhibit A* (the "Marks"); and

WHEREAS, Adams Golf, Inc. has adopted used and is using certain other intellectual property not set forth in *Exhibit A* including but not limited to intellectual property associated with certain products, services, films, videos, photographs, pictorial, graphic and other works, and trademarks, tradenames, copyrights, designs, logos, designations, and trade secrets (the "Common Law and Other Intellectual Property"); and

WHEREAS, pursuant to that certain Capital Contribution Agreement dated as of December 31, 1997 (the "Contribution Agreement") by and among Adams Golf, Inc., Adams Golf GP Corp., Adams Golf Holding Corp., and Adams Golf IP, Ltd., Assignor has agreed at the direction of and as agent for Adams Golf GP Corp. and Adams Golf Holding Corp., to transfer to Adams Golf IP, Ltd. the Marks and the Common Law and Other Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the said Adams Golf, Inc. does hereby assign unto the said Adams Golf IP, Ltd., a Texas Limited Partnership, 2901 Summit Avenue, Suite 100, Plano, Texas 75074, all rights, title and interest, including all goodwill, in and to the Marks and the Common Law and Other Intellectual Property.

Adams Golf, Inc. further assigns and transfers to Adams Golf IP, Ltd. all causes of action related to the Marks and the Common Law and Other Intellectual Property, including but not limited to, the right to sue for past infringements, as well as for unfair competition, passing off and any other related causes of action pertaining to the Marks and the common Law and Other Intellectual Property.

To effectuate the intent and purpose of this Agreement, Adams Golf, Inc. agrees to cooperate with Adams Golf IP, Ltd. and further agrees to execute such additional documents as may be necessary to record these assignments in individual countries.

(Signature Page to Follow)

EXHIBIT A

REGISTRATIONS:

<u>Registration No.</u>	<u>Title</u>
1,751,959	NIGHTSTICK
1,893,830	SUPERSHAFTS
1,984,872	TIGHT LIES
2,080,226	ADAMS (logo)

APPLICATIONS:

<u>Serial No.</u>	<u>Title</u>
75/277,379	CONSENSUS
75/258,890	THE UPSIDE DOWN WOODS
75/392,118	TIGHT LIES
75/201,879	MISCELLANEOUS DESIGN (GOLF CLUB HEAD)