FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (Exp. 4/94)

MRD 3-30-99

RE 03-31-1999

101003799

SHEET Y

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

To the Honorable Commissioner of ... attached original documents or copy thereof.

MRD 3/30/99

1. Name of conveying party(ies):

MACGREGOR GOLF COMPANY

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State of Delaware
- ☐ Other

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

2. Name and address of receiving party(ies)

Name: CONGRESS FINANCIAL CORPORATION (WESTERN)

Internal Address:

Street Address: 225 South Lake Avenue, Suite 1000

City: Pasadena State: CA ZIP: 91101

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State of Delaware
- ☐ 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: March 19, 1999

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

A. Trademark Application No.(s)

See Exhibit "A" annexed hereto

B. Trademark Registration No.(s)

See Exhibit "A" annexed hereto

Additional numbers attached? ☒ Yes ☐ No

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

Name: OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

Internal Address: John J. Kenny, Esq.

03/31/1999 JSHABAZZ 00000088 1869776

01 FC:481 40.00 OP
02 FC:482 1225.00 OP

Street Address: 230 Park Avenue

City: New York State: NY ZIP: 10169

6. Total number of applications and registrations involved: ..... 50

7. Total fee (37 CFR 3.41) ..... $ 1,265.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.*

| Carmen E. Levy | | March 29, 1999 |
|---|---|---|
| Name of Person Signing | Signature | Date |

Total number of pages including cover sheet, attachments, and document: 27

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

**UNITED STATES TRADEMARK REGISTRATIONS OWNED BY MACGREGOR GOLF COMPANY**

| Trademark | Registration No. | Registration Date |
|---|---|---|
| BATTLESTICKS* | 1,869,776 | December 27, 1994 |
| CG 1800* | 1,713,883 | September 8, 1992 |
| DX | 725,603 | December 26, 1961 |
| DX | 879,423 | October 28, 1969 |
| EYE-O-MATIC* | 1,173,453 | October 13, 1981 |
| FINESSE* | 1,227,644 | February 15, 1983 |
| HARDHEAD* | 1,803,328 | November 9, 1993 |
| HEADLAND* | 2,124,600 | December 30, 1997 |
| HERITAGE* | 1,183,098 | December 22, 1981 |
| IRON MASTER* | 858,549 | October 15, 1968 |
| LION & UNICORN DESIGN | 1,562,331 | October 24, 1989 |
| LION & UNICORN DESIGN | 2,065,917 | May 27, 1997 |
| M* | 1,117,696 | May 8, 1979 |
| "MACGREGOR" | 137,977 | December 14, 1920 |
| MACGREGOR[1] | 576,102 | June 16, 1953 |
| MACGREGOR | 930,423 | March 7, 1972 |
| MACGREGOR | 2,036,320 | February 11, 1997 |
| MACGREGOR REVERSE* DRAFT RD | 1,747,843 | January 19, 1993 |
| MAD MAC* | 1,786,886 | August 10, 1993 |

[1] Debtor owns this registration in connection with golf clubs only.

| Trademark | Registration No. | Registration Date |
|---|---|---|
| MASTER* | 361,678 | October 25, 1938 |
| MAXIMA* | 1,282,167 | June 19, 1984 |
| MCX* | 1,813,878 | December 28, 1993 |
| MT | 1,127,578 | December 11, 1979 |
| MT | 1,686,548 | May 12, 1992 |
| MUIRFIELD* | 989,537 | July 30, 1974 |
| MUIRFIELD* | 1,339,309 | June 4, 1985 |
| MX* | 1,202,167 | July 20, 1982 |
| ORIGINAL 1897* | 1,935,275 | November 14, 1995 |
| POWER PLUS* | 1,615,011 | September 25, 1990 |
| RELIANCE* | 2,162,245 | June 2, 1998 |
| RESPONSE | 1,099,687 | August 15, 1978 |
| RESPONSE ZT* | 1,421,274 | December 16, 1986 |
| RPM* | 1,476,085 | February 9, 1988 |
| SYNCRO PHASE* | 1,280,817 | June 5, 1984 |
| SYSTEM FIVE-1-FIVE* | 1,998,446 | September 3, 1996 |
| THE GREATEST NAME IN GOLF* | 361,869 | November 1, 1938 |
| TITAN* | 2,120,727 | December 16, 1997 |
| TOUR FORGED* | 1,233,739 | April 5, 1983 |
| TOURNEY | 365,046 | February 21, 1939 |
| VELOCITIZED FREQUENCY MATCHED* | 1,573,570 | December 26, 1989 |
| VIP | 865,675 | March 4, 1969 |
| VIP | 1,113,249 | February 13, 1979 |

| Trademark | Registration No. | Registration Date |
|---|---|---|
| VIP | 2,070,753 | June 10, 1997 |
| XTRA* | 1,569,956 | December 5, 1989 |

**PENDING APPLICATIONS IN THE U.S. PATENT AND TRADEMARK OFFICE FILED BY MACGREGOR GOLF COMPANY**

| Trademark | Application Serial No. | Application Date |
|---|---|---|
| DW | 75-467,555 | April 14, 1998 |
| FORGED PMB* | 75-417,658 | January 14, 1998 |
| MACGREGOR GOLF | 75-343,127 | January 14, 1998 |
| RESPONSE | 75-490,448 | May 26, 1998 |
| SUPER KID* | 75-417,711 | January 14, 1998 |
| TOURNEY | 75-542,454 | August 25, 1998 |



TRADEMARK
REEL: 1869 FRAME: 0075

# TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of March 19, 1999, is by and between MACGREGOR GOLF COMPANY, a Delaware corporation ("Debtor"), with its chief executive office at 1601 South Slappey Boulevard, Albany, Georgia 31708 and CONGRESS FINANCIAL CORPORATION (WESTERN), a California corporation ("Secured Party"), having an office at 225 South Lake Avenue, Pasadena, California 91101.

W I T N E S S E T H:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A and B hereto and made a part hereof; and

WHEREAS, Secured Party and MacGregor Golf (North America), Inc., a Delaware corporation ("Borrower") have entered or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Borrower as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Debtor and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantee (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrower to Secured Party as set forth in the Guarantee, dated as of even date herewith, by Debtor in favor of Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guarantee");

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

## I. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and final payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibits A and B hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Guarantee, this Agreement, the Loan Agreement or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications except to the extent Debtor is permitted to abandon, cancel or fail to maintain any Trademark under the terms of the Loan Agreement and except that Debtor may abandon, cancel, fail to renew or otherwise fail to maintain the registrations and pending applications listed on Exhibits A and B hereto which are marked with an asterisk, provided, that, as to each of the registrations and pending applications for the Trademarks marked with an asterisk on Exhibits A and B: (i) any such Trademark is no longer used or useful in the business of Debtor or any affiliate, and is not affixed to or used in connection with the manufacture, sale, distribution or use of any inventory or other assets of Borrower or Debtor, (ii) any such Trademarks shall not have been used by Debtor or Borrower or any of their affiliates for a period of three (3) months or more from the date of such written notice to Lender and (iii) any such Trademarks shall not otherwise be material to the business of Debtor or Borrower or any of their affiliates in any respect and shall have little or no value. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (A) the security interests granted hereunder and pursuant to the Loan Agreement, (B) the security interests permitted under the Loan Agreement, and (C) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor

further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibits A and B hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit C hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit D annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrower to Secured Party set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party fifteen (15) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may reasonably be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Except to the extent disclosed pursuant to the Loan Agreement, Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable, provided, that, Debtor may abandon, fail to renew, cancel or fail to maintain any of

the Trademarks to the extent permitted under the terms of the Loan Agreement. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks material to the business of Debtor or Borrower as currently or hereafter conducted that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which Debtor believes infringes on any Trademark material to the business of Debtor or Borrower as currently or hereafter conducted or is likely to cause confusion with any such Trademark <u>except</u> that Debtor shall not be required to notify Secured Party with respect to infringement of Trademarks listed on Exhibit A and B designated with an asterisk. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrower to Secured Party set forth in the Loan Agreements and shall be

part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for

filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrower to Secured Party set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of California (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Superior Court of Los Angeles County, California and the United States District Court for the Central District of California and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property

in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NO EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AN CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day,

one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

| | |
|---|---|
| If to Debtor: | MacGregor Golf Company<br>1601 South Slappey Boulevard<br>Albany, Georgia 31708<br>Attention: Chief Financial Officer |
| If to Secured Party: | Congress Financial Corporation (Western)<br>225 South Lake Avenue, Suite 1000<br>Pasadena, California 91101<br>Attention: Ms. Vicky L. Balmot |

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and Borrower pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or

remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MACGREGOR GOLF COMPANY

By: _____

Title: Secretary

CONGRESS FINANCIAL CORPORATION (WESTERN)

By: _____

Title: Vice President

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TRADEMARK
REEL: 1869 FRAME: 0085

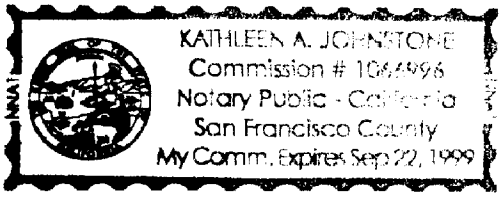
STATE OF California )
) ss.:
COUNTY OF San Francisco )

On this 15th day of March 1999, before me personally came Charles A. Frank, to me known, who being duly sworn, did depose and say, that he is the Sec of MACGREGOR GOLF COMPANY, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Kathleen A. Johnstone
Notary Public

STATE OF California )
) ss.:
COUNTY OF San Francisco )

On this 15th day of March 1999, before me personally came William A. Pope, to me known, who, being duly sworn, did depose and say, that he is the V.P. of CONGRESS FINANCIAL CORPORATION (WESTERN), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.




Kathleen A. Johnstone
Notary Public

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TRADEMARK
REEL: 1869 FRAME: 0086

# EXHIBIT A TO GRANT OF SECURITY INTEREST
# (TRADEMARK COLLATERAL)

**UNITED STATES TRADEMARK**
**REGISTRATIONS OWNED BY MACGREGOR GOLF COMPANY**

| Trademark | Registration No. | Registration Date |
|---|---|---|
| BATTLESTICKS* | 1,869,776 | December 27, 1994 |
| CG 1800* | 1,713,883 | September 8, 1992 |
| DX | 725,603 | December 26, 1961 |
| DX | 879,423 | October 28, 1969 |
| EYE-O-MATIC* | 1,173,453 | October 13, 1981 |
| FINESSE* | 1,227,644 | February 15, 1983 |
| HARDHEAD* | 1,803,328 | November 9, 1993 |
| HEADLAND* | 2,124,600 | December 30, 1997 |
| HERITAGE* | 1,183,098 | December 22, 1981 |
| IRON MASTER* | 858,549 | October 15, 1968 |
| LION & UNICORN DESIGN | 1,562,331 | October 24, 1989 |
| LION & UNICORN DESIGN | 2,065,917 | May 27, 1997 |
| M* | 1,117,696 | May 8, 1979 |
| "MACGREGOR" | 137,977 | December 14, 1920 |
| MACGREGOR[1] | 576,102 | June 16, 1953 |
| MACGREGOR | 930,423 | March 7, 1972 |
| MACGREGOR | 2,036,320 | February 11, 1997 |
| MACGREGOR REVERSE* DRAFT RD | 1,747,843 | January 19, 1993 |
| MAD MAC* | 1,786,886 | August 10, 1993 |

[1] Debtor owns this registration in connection with golf clubs only.

| Trademark | Registration No. | Registration Date |
|---|---|---|
| MASTER* | 361,678 | October 25, 1938 |
| MAXIMA* | 1,282,167 | June 19, 1984 |
| MCX* | 1,813,878 | December 28, 1993 |
| MT | 1,127,578 | December 11, 1979 |
| MT | 1,686,548 | May 12, 1992 |
| MUIRFIELD* | 989,537 | July 30, 1974 |
| MUIRFIELD* | 1,339,309 | June 4, 1985 |
| MX* | 1,202,167 | July 20, 1982 |
| ORIGINAL 1897* | 1,935,275 | November 14, 1995 |
| POWER PLUS* | 1,615,011 | September 25, 1990 |
| RELIANCE* | 2,162,245 | June 2, 1998 |
| RESPONSE | 1,099,687 | August 15, 1978 |
| RESPONSE ZT* | 1,421,274 | December 16, 1986 |
| RPM* | 1,476,085 | February 9, 1988 |
| SYNCRO PHASE* | 1,280,817 | June 5, 1984 |
| SYSTEM FIVE-1-FIVE* | 1,998,446 | September 3, 1996 |
| THE GREATEST NAME IN GOLF* | 361,869 | November 1, 1938 |
| TITAN* | 2,120,727 | December 16, 1997 |
| TOUR FORGED* | 1,233,739 | April 5, 1983 |
| TOURNEY | 365,046 | February 21, 1939 |
| VELOCITIZED FREQUENCY MATCHED* | 1,573,570 | December 26, 1989 |
| VIP | 865,675 | March 4, 1969 |
| VIP | 1,113,249 | February 13, 1979 |

| Trademark | Registration No. | Registration Date |
|---|---|---|
| VIP | 2,070,753 | June 10, 1997 |
| XTRA* | 1,569,956 | December 5, 1989 |

**PENDING APPLICATIONS IN THE U.S. PATENT AND TRADEMARK OFFICE FILED BY MACGREGOR GOLF COMPANY**

| Trademark | Application Serial No. | Application Date |
|---|---|---|
| DW | 75-467,555 | April 14, 1998 |
| FORGED PMB* | 75-417,658 | January 14, 1998 |
| MACGREGOR GOLF | 75-343,127 | January 14, 1998 |
| RESPONSE | 75-490,448 | May 26, 1998 |
| SUPER KID* | 75-417,711 | January 14, 1998 |
| TOURNEY | 75-542,454 | August 25, 1998 |

# EXHIBIT B TO GRANT OF SECURITY INTERESTS
# (TRADEMARK COLLATERAL)

**INTERNATIONAL TRADEMARK REGISTRATIONS OWNED BY MACGREGOR GOLF COMPANY**

| Trademark | Registration No. | Registration Date |
|---|---|---|

**PENDING INTERNATIONAL TRADEMARK APPLICATIONS FILED BY MACGREGOR GOLF COMPANY**

| Trademark | Application Serial No. | Application Date |
|---|---|---|

# EXHIBIT C TO GRANT OF SECURITY INTEREST (TRADEMARK COLLATERAL)

Licenses granted by the Guarantor or the Borrower:

**1.** Agreement, dated March 20, 1998, between MacGregor Golf Company and MacGregor Golf North America, Inc. (and the subsidiaries of MacGregor Golf North America, Inc. – they didn't sign the agreement – only MacGregor N.A. did) licensing MacGregor North America to use certain trademarks owned by MacGregor Golf Company in North, South and Central America. The agreement expires December 31, 2002.

**2.** Sales Agency Agreement, dated January 29, 1999, between MacGregor Golf North America, Inc. and Almec Leisure Group Ltd. ("Almec"), appointing Almec sales agent for MACGREGOR branded golf equipment and granting permission to use trademarks used by MacGregor Golf North America, Inc. and its parent, subsidiaries, licensees or related companies. The agreement expires December 31, 2002.

**3.** PGA Appointment Calendar and Pocket Planner Presenting Sponsorship Agreement, dated November 18, 1998, between PGA Golf Enterprises, Inc. and the Guarantor allowing PGA Golf Enterprises, Inc. to use MacGregor's name and logo solely for the purposes of including them in the calendars and planners for 1999, 2000 and 2001 that are the subject of the agreement. The agreement expires December 31, 2001.

**4.** Agreement, dated March 20, 1998, between MacGregor Golf Company and MacGregor Golf (Asia), Ltd. (and the subsidiaries of MacGregor Golf (Asia) Ltd. – they didn't sign the agreement – only MacGregor Asia did) licensing MacGregor Golf (Asia) Ltd. to use certain trademarks owned by MacGregor Golf Company in the countries of Asia, excluding Japan and Korea, and in the countries of Oceania. The agreement expires December 31, 2002.

**5.** Agreement, dated November 13, 1984, between MacGregor Golf Company and MacGregor Golf (Japan) Ltd. licensing MacGregor Golf (Japan) to use certain trademarks owned by MacGregor Golf Company in Japan and Korea. This agreement has no expiration date, but may be terminated under certain conditions specified in the agreement.

EXHIBIT D
TO
TRADEMARK SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF California )
) ss.:
COUNTY OF San Francisco )

KNOW ALL MEN BY THESE PRESENTS, that MACGREGOR GOLF COMPANY ("Debtor"), having an office at 1601 South Slappey Boulevard, Albany, Georgia 31708 hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION (WESTERN) ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: March __, 1999

MACGREGOR GOLF COMPANY

By: _____

Title: _____

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TRADEMARK
REEL: 1869 FRAME: 0092

STATE OF California )
) ss.:
COUNTY OF San Francisco )

On this ____ day of March __, 1999, before me personally came _____ to me known, who being duly sworn, did depose and say, that he is the _____ of MACGREGOR GOLF COMPANY, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

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