

05-28-1999

COVER SHEET  
ONLY



101018326

Tab settings ▢ ▢ ▢ ▢ ▽

To the Honorable Commission:

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Orlimar Golf Company**  
**25673 Nickel Place**  
**Hayward, California 94545-3221**

- Individual(s)
- General Partnership
- Corporation-State - **California**
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

**3-15-99**

- Assignment
- Security Agreement
- Other **Record to**
- Merger
- Change of Name
- incorrect serial no.**

**75/423,980 previously recorded at reel 1799, frame 0374.**

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)

**75/423,890**

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: **Cynthia R. Hirschl, Esq.**

Internal Address: \_\_\_\_\_

Street Address: **Janin, Morgan & Brenner**  
**220 Bush Street**  
**17th Floor**

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

**03/22/1999 BNGUYEN 00000134 75423890**

6. Total number of applications and registrations involved: 1

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

7. Total fee (37 CFR 3.41).....\$ **40.00\***

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

**10-0261**

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NO SPEC  
Fee**

(Attach duplicate copy of this page if paying by deposit account)

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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.*

**Cynthia R. Hirschl, Esq.**

Name of Person Signing

Signature

**March 9, 1999**

Date

4

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

EXHIBIT A

UNITED STATES

Trademarks, Registration  
and Applications

<u>MARK</u>	<u>REGISTRATION NO./</u> <u>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~~  
75/423,890

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

ab settings 10-5-98  
To the Honorable Commissioner of Patents



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shd original documents or copy thereof.

Name of conveying party(ies):  
**Orlimar Golf Company**  
25673 Nickel Place  
Hayward, CA 94545-3221

Individual(s)  Association  
General Partnership  Limited Partnership  
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Other \_\_\_\_\_

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Internal Address: \_\_\_\_\_  
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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

Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: **May 1, 1998**

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:  
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DO NOT USE THIS SPACE

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

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

October 1, 1998  
Date

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0000120 103464  
44.00 00  
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10/15/1998 11:05:13  
01 FC:481  
02 FC:482

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

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SHALLOWCLUB	75/487,121
SHALLOWDRIVER	75/487,119
"Miscellaneous Design" (Product Configuration)	not applicable
WHERE TRADITION MEETS TECHNOLOGY	not applicable

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