

5.4.99

05-21-1999



VER SHEET ONLY

U.S. Department of Commerce Patent and Trademark Office

MAY 4 1999

To the Honorable Commissioner of

101043472

... the attached original documents or copy thereof.

1. Name of conveying party(ies):

GRAFALLOY CORPORATION

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation (DELAWARE)
- Other _____

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

2. Name and Address of receiving party(ies)

Name: TRUE TEMPER SPORTS, INC.

Address: 8275 Tournament Drive
Suite 200
Memphis, Tennessee 38125

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: October 26, 1998

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation (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

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

A. Trademark Application No.(s)

PROLOGIC 75/652742
TOURLOGIC 75/652743

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Hayley M. Smith
Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 2

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

Any deficiency is authorized to be charged to
Deposit Account No. 111098.

8. Please charge Deposit Account No. 111098
(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.

Debra B. Arenare

Name of Person Signing

Signature

5/4/99
Date

05/20/1999 DNGUYEN 00000240 111098 75652742

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

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

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

TRADEMARK
REEL: 001899 FRAME: 0310

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, ("Assignment") is made and entered into as of this 26th day of October 1998, ("Effective Date"), by and between **Grafalloy Corporation**, a Delaware corporation, with its principal office at 1020 North Marshall Avenue, El Cajon, California 92020 ("Assignor"), and **True Temper Sports, Inc.**, a Delaware corporation, with its principal office at 8275 Tournament Drive, Suite 200, Memphis, TN 38125 ("Assignee").

WHEREAS, Assignor and Assignee, a wholly owned subsidiary of The American Materials & Technologies Corporation, have entered into that certain Asset Purchase Agreement dated as of October 23, 1998 (the "Purchase Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations and applications for registration identified and set forth on Schedule A; (b) those foreign trademark registrations and applications for registration identified and set forth on Schedule B; (c) those common law and unregistered trademarks identified and set forth on Schedule C (all of the foregoing collectively referred to herein as the "Marks"); and (d) the goodwill of the business associated with the Marks; and

WHEREAS, execution of this Assignment is a condition to the consummation of the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign

countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks and the proper foreign authorities to record Assignee as the assignee and owner of the Marks in the United States and all foreign countries.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 26th day of October, 1998.

GRAFALLOY CORPORATION

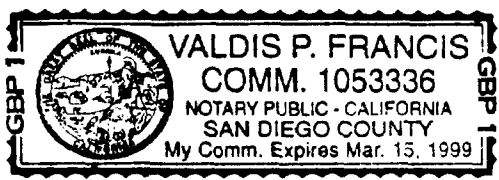
TRUE TEMPER SPORTS, INC.

By: W Gerhart
Name: William Gerhart
Title: President

By: _____
Name: _____
Title: _____

STATE OF Cal: Esencia)
COUNTY OF San Diego) ss.:

On this 26 day of October 1998, there appeared before me W Gerhart
~~XX~~, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/~~her~~ voluntary act and deed, ~~on behalf and with full authority of~~ v.f.
~~XX~~



Valdis P. Francis
Notary Public

STATE OF)
COUNTY OF) ss.:

On this _____ day of _____ 1998, there appeared before me
_____, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
_____.

Notary Public

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

26TH day of October, 1998.

GRAFALLOY CORPORATION

TRUE TEMPER SPORTS, INC.

By: _____

By: *Scott Hennessy*

Name: _____

Name: SCOTT C. HENNESSY

Title: _____

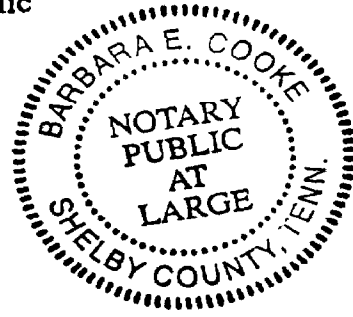
Title: CEO / PRESIDENT

STATE OF Tennessee)
COUNTY OF Shelby) ss.:

On this 26th day of October 1998, there appeared before me
Scott C. Hennessy, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
_____.

My Commission Expires March 26, 2002

Barbara E. Cooke
Notary Public



STATE OF _____)
COUNTY OF _____) ss.:

On this _____ day of _____ 1998, there appeared before me
_____, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
_____.

Notary Public

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

MARK	REGISTRATION NUMBER	REGISTRATION DATE
GRAFALLOY	1,209,860	September 21, 1982
GRAFALLOY LADY CLASSIC	2,025,359	December 24, 1996
GRAFALLOY LADY CLASSIC	1,713,887	September 8, 1992
SENIOR CLASSIC	1,754,028	February 23, 1993

U.S. TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER	FILE DATE
GRAFALLOY SOLITE	75/383,051	July 28, 1997
LTLF	75/330,408	July 25, 1997
GRAFALLOY SHAFT ADVISOR	75/335,227	August 4, 1997
GRAFALLOY CLUB ADVISOR	75/335,228	August 4, 1997
GRAFALLOY WHITELITE	75/331,617	July 28, 1997
GRAFALLOY LOGIC	75/330,409	July 25, 1997
LADY CLASSIC	75/468,097	April 14, 1998
GRAFALLOY PROLOGIC	75/569,787	October 14, 1998
GRAFALLOY TOURLOGIC	75/569,786	October 14, 1998
PROLOGIC	75/642,742	October 14, 1998
TOURLOGIC	75/652743	October 14, 1998

SCHEDULE B

FOREIGN REGISTRATIONS

COUNTRY	MARK	APPLICATION/ REGISTRATION NUMBER	REGISTRATION DATE
Japan	GRAFALLOY	Reg. No. 2,377,741	February 28, 1992

FOREIGN APPLICATIONS

COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE
Singapore	GRAFALLOY	7680/95	August 17, 1995

SCHEDULE C

UNREGISTERED MARKS

GRAFALLOY SWATCH DESIGN