

07-19-1999



mks
7-15-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

101093139

TO: The Commissioner of Patents and Trademarks: Please record the attached origi.

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

07/16/1999 MTHAI1 00000089 75507026

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 1775.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 001925 FRAME: 0931

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75507026"/>	<input type="text" value="75519013"/>	<input type="text" value="75503675"/>	<input type="text" value="2111348"/>	<input type="text" value="1970205"/>	<input type="text" value="1208720"/>
<input type="text" value="75464966"/>	<input type="text" value="75238192"/>	<input type="text"/>	<input type="text" value="1431333"/>	<input type="text" value="1238593"/>	<input type="text" value="1813051"/>
<input type="text" value="75530540"/>	<input type="text" value="75213796"/>	<input type="text"/>	<input type="text" value="1431332"/>	<input type="text" value="1018459"/>	<input type="text" value="1214204"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

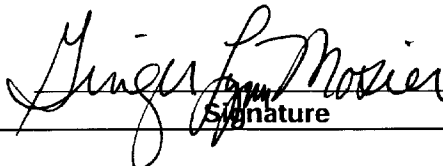
No

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. Charges to deposit account are authorized, as indicated herein.

Ginger L. Mosier, Esq.

Name of Person Signing

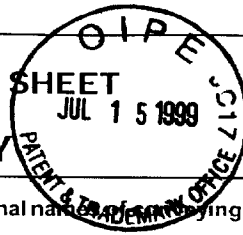


Signature

7/13/99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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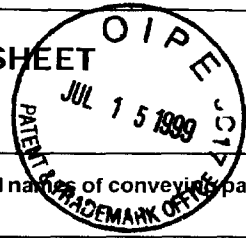
Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1208361"/>	<input type="text" value="1421253"/>	<input type="text" value="1652515"/>
<input type="text" value="1220979"/>	<input type="text" value="1764634"/>	<input type="text" value="1118857"/>
<input type="text" value="1957885"/>	<input type="text" value="1980686"/>	<input type="text" value="1020606"/>
<input type="text" value="1941267"/>	<input type="text" value="1232885"/>	<input type="text" value="2120051"/>
<input type="text" value="1487630"/>	<input type="text" value="1758429"/>	<input type="text" value="1355601"/>
<input type="text" value="1611375"/>	<input type="text" value="1111861"/>	<input type="text" value="1353031"/>
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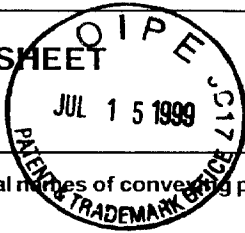
Trademark Application Number(s)

Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

1072802

1968172

1136305

1058591

1472502

2017853

2193917

1017476

2118103

1760027

1256226

1650237

1136330

1290332

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT ("Agreement") is made and entered into as of the 9th day of January, 1998 among TEARDROP GOLF COMPANY ("TearDrop") a Delaware corporation, TOMMY ARMOUR GOLF COMPANY (formerly known as TEARDROP ACQUISITION CORP., "TAGC"), a Delaware corporation TEARDROP RAM GOLF COMPANY, a Delaware corporation ("Ram"; TearDrop, TAGC and Ram are collectively referred to herein as, "Assignor"), and CORESTATES BANK, N.A., a national banking association ("Assignee").

BACKGROUND

A. The Assignors (excluding Ram) and Lender entered into a certain Loan and Security Agreement dated as of November 10, 1997 (as amended from time to time, the "Agreement") pursuant to which Assignee made available to TearDrop and TAGC the revolving credit facility described therein.

B. Pursuant to that certain Consent and Joinder Agreement dated as of December 29, 1997 among each of the Assignors and Assignee, Ram, among other things, (a) became a borrower under the Agreement and became subject to the terms and conditions of the Agreement, (b) joined in and agreed to be bound by and to perform in accordance with the terms of the Agreement, (c) became jointly and severally liable with TearDrop and TAGC to Assignee for all of the Liabilities; and (d) pledged, transferred, assigned, delivered and granted to Assignee a lien on and security interest in and to the Collateral.

C. Pursuant to that certain First Amendment to Loan and Security Agreement dated as of January 9, 1998 among Assignors and Assignee, the Assignee increased the amount available under the Revolving Credit from Eighteen Million Dollars (\$18,000,000.00) to Twenty-Five Million Dollars (\$25,000,000.00).

D. In order to induce Assignee to make available to Assignor the credit facilities as set forth in the Agreement, Assignor has agreed to grant to Assignee a security interest in certain servicemarks, trademarks, trade names and the goodwill associated therewith, as herein provided.

E. Any term capitalized but not defined herein shall have the meaning given to such term in the Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Grant of Security Interest. To secure: (A) the complete and timely payment, satisfaction and performance of the liabilities, obligations, covenants and agreements of Assignor to Assignee, whether arising out of or incurred in connection with

the Loan Agreement, the Notes and/or the Loan Documents, as such liabilities, obligations, covenants and agreements may be hereafter amended, increased, decreased, supplemented or extended by any and all renewals, extensions, replacements or modifications of such Notes or Loan Documents hereafter entered into or otherwise arising or incurred; (B) the complete and timely payment, satisfaction and performance of all other existing and future liabilities, obligations, covenants and agreements of Assignor to Assignee, whether arising out of the transactions contemplated by the Loan Agreement or otherwise arising, whether absolute or contingent, direct or indirect, of any nature whatsoever, whether now existing or hereafter entered into (all of such liabilities and obligations are hereinafter collectively referred to as the "Obligations"), Assignor hereby grants and conveys to Assignee with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default as hereinafter defined, a security interest in and to each and every one of Assignor's now owned or existing or hereafter acquired or arising servicemark applications, servicemarks (whether registered, unregistered or for which any application to register has been filed), trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), trade names, all of which are listed in Schedule A attached hereto and incorporated herein (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), and the goodwill of the business to which such Marks may relate.

2. Warranties and Representations. Assignor covenants and warrants that, to the best of its knowledge,: (A) it is the sole and exclusive owner of the entire right, title and interest in each of the registered Marks in connection with the conduct of its business in the jurisdictions in which it is operating, subject to the language contained in the certificate of registration; (B) the Marks are free and clear of any liens, pledges, assignments or other encumbrances; (C) it has the unqualified right to enter into this Agreement and perform its terms; (D) the registered Marks are subsisting and have not been adjudged invalid or unenforceable; (E) each of the registered Marks is valid and enforceable; (F) no material claim has been made that the use of any of the Marks does or may violate the rights of any third person except for claims previously disclosed in writing to Assignee; and (G) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Marks. Assignor shall, in any event, indemnify and hold Assignee

harmless from all losses, damages, costs and expenses, including reasonable legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that any Mark infringes any servicemarks or trademarks held by third parties.

3. Right to Benefits. If, before the Obligations shall have been satisfied in full, Assignor shall become entitled to the benefit of any additional servicemark, trademark registration or application the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Assignee reasonably prompt written notice thereof.

4. Future Marks. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future servicemarks, trademarks, or trade names which are Marks under paragraph 1 or paragraph 3 hereof.

5. Events of Default.

a. It shall constitute an event of default (each, an "Event of Default") hereunder if (1) any representation or warranty of Assignor as herein set forth should prove to be false or materially incorrect, or (2) Assignor violates or fails to fulfill each and all of the covenants of Assignor as herein set forth.

b. The occurrence of any Event of Default as defined under any of the Loan Documents shall also constitute an Event of Default under this Agreement, and any Event of Default under this Agreement shall constitute an Event of Default under each of the Loan Documents.

6. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur, Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof except as otherwise permitted in writing by Assignee.

7. Maintenance of Marks. Assignor shall have the duty to diligently maintain all registrations of those Marks which remain in use in interstate commerce, including the timely filing of declarations of continuous use and renewals as appropriate.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred, Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted

in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in New Jersey or elsewhere, all or a portion of the Marks and, as applicable, the goodwill associated therewith, or any interest which Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given in writing to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's names on all applications, documents, papers and instruments necessary for Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and, as applicable, the goodwill associated therewith, to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and until all of the Obligations shall have been satisfied in full.

10. Termination. At such time as (i) Assignor shall completely satisfy all of the Obligations, (ii) the Termination Date has occurred, or (iii) Assignor submits to Assignee a written request that the security interests granted herein be terminated, this Agreement shall terminate and Assignee shall execute and deliver to Assignor all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor the full unencumbered title to the Marks, and, as applicable, the goodwill associated therewith, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

11. Fees and Expenses of the Assignee. If an Event of Default shall have occurred, any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be paid by Assignor on demand by Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

12. Protection of Marks. If an Event of Default shall have occurred, Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 12.

13. No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be half invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Manufacture and Sale. The parties understand and agree that the collateral security agreement of the Marks as provided for in this Agreement, together with other collateral provided to Assignee pursuant to the Loan Agreement and the other Loan Documents, will permit Assignee, upon the occurrence and during the continuance of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Loan Documents, all of which will permit the Assignee to manufacture and sell the products or provide the services for

which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

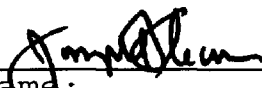
17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Further Acts. Assignor agrees to execute and file any documents which are or may be required in order to perfect the recordal of this Agreement in the United States Patent and Trademark Office.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement the day and year first above written.

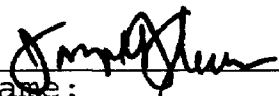
TEARDROP GOLF COMPANY

By: 
Name:
Title:

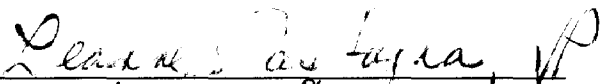
TOMMY ARMOUR GOLF COMPANY

By: 
Name:
Title:

TEARDROP RAM GOLF COMPANY

By: 
Name:
Title:

CORESTATES BANK, N.A.

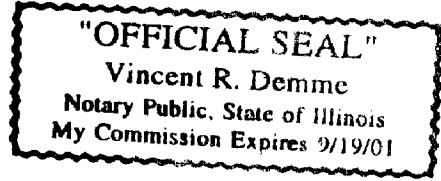
By: 
Name: Leanne CASTAGNA
Title: VICE President

STATE OF ~~NEW JERSEY~~ Illinois :
COUNTY OF Cook : SS.
:

Be it remembered, that on this 8TH day of OCT, 1998, before me, the subscriber, in and for said county, personally appeared JOSEPH A CIONI of TearDrop Golf Company, who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Vincent R. Demme
Notary Public

My Commission Expires: 9-19-01

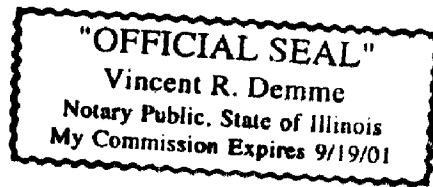


STATE OF ~~NEW JERSEY~~ ^{Illinois} :
COUNTY OF Cook : SS.

Be it remembered, that on this 8TH day of OCT, 1998, before me, the subscriber, in and for said county, personally appeared JOSEPH A CIOAI of Tommy Armour Golf Company, who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Vincent R Demme
Notary Public

My Commission Expires:

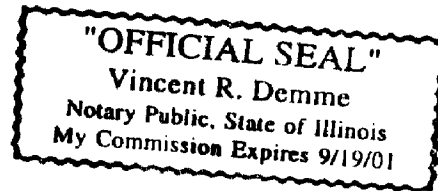


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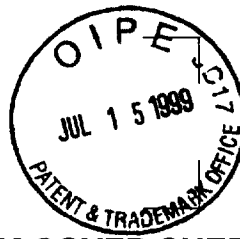


SCHEDULE A

<u>MARK</u>	<u>NUMBER</u>
Design (of Drop)	75/507,026
Roll-Face	75/464,966
Scoriae	75/530,540
TearDrop & Design	75/519,013
2 Good	2,111,348
Formula-X	75/503,675
255 Cycle Level	1,431,333
265 Cycle Level	1,431,332
3 Plexxx	1,970,205
Accu-Traksole	1,238,593
Accubar	1,018,459
Accubar Gold	1,208,720
Cabrettex	1,813,051
Custom Classic	1,214,204
Design	1,208,361
Design	1,220,979
Design	1,957,885
Eye of the Zebra	1,941,267
Fearless	1,487,630
Featherlite	1,611,375
Flex/Speed	1,885,096
Formula	1,421,253
FX	1,764,634
Gamewarmers	1,980,686
Golden Lady	1,232,885
Golden Lassie	1,758,429
Golden Ram	1,111,861
Golden Ram 492	1,366,847
Golden Tour	75/238,192
LX	1,652,515
Major 8	1,118,857
Memorial	75/213,796
Milady	1,020,606
Outsert	2,120,051
Power Lite	1,355,601
Pro Lite	1,353,031
Pro Maker	1,029,463
Pro Set	1,883,701
Pro Soft	1,290,255

SCHEDULE A

<u>MARK</u>	<u>NUMBER</u>
Raingamers	1,947,077
Ram	1,246,429
Ram	1,089,318
Ram & Design	1,180,371
Ram Lite	1,230,038
Ram MKV	1,135,205
Reactive Rhythm	1,102,235
Recovery	1,255,411
Rhythm	1,871,437
Sand Master	1,113,256
Scoring System	1,653,795
Speedweight Graphite	1,806,260
Steelweight Graphite	1,806,259
Stripe Design	1,918,129
Super Lite	2,117,191
Target Seeking System	1,290,332
Ti-Sert	2,089,331
Tour Grind	1,214,976
Tour Lite	1,320,951
Tourist	2,116,424
Tradition	1,072,802
Tradition	1,136,305
Troubleshooter	1,472,502
Tufleyes	2,193,917
TX	2,118,103
Vibration Gold Matched	1,256,226
Winner's Circle	1,136,330
World Tour	1,968,172
World Tour	1,058,591
X Grip	2,017,853
XS-1000	1,017,476
Zebra Design	1,760,027
ZX	1,650,237



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 001925 FRAME: 0948

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75507026"/>	<input type="text" value="75519013"/>	<input type="text" value="75503675"/>	<input type="text" value="2111348"/>	<input type="text" value="1970205"/>	<input type="text" value="1208720"/>
<input type="text" value="75464966"/>	<input type="text" value="75238192"/>	<input type="text"/>	<input type="text" value="1431333"/>	<input type="text" value="1238593"/>	<input type="text" value="1813051"/>
<input type="text" value="75530540"/>	<input type="text" value="75213796"/>	<input type="text"/>	<input type="text" value="1431332"/>	<input type="text" value="1018459"/>	<input type="text" value="1214204"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Ginger L. Mosier, Esq.

Name of Person Signing

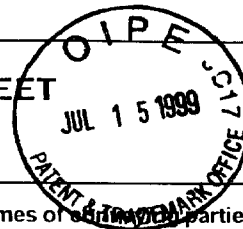


Signature

7/13/99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**



Conveying Party

Enter Additional Conveying Party

Mark if additional names of **SENDING** parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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Address (line 2)

Address (line 3)

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State/Country

Zip Code

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Corporation Association

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Mark if additional numbers attached

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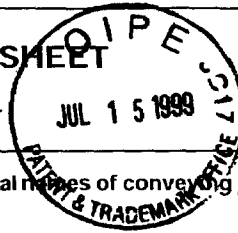
Trademark Application Number(s)

Registration Number(s)

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1957885	1980686	1020606
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1487630	1758429	1355601
1611375	1111861	1353031
1885096	1366847	1029463

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY



Conveying Party

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Mark if additional names of conveying parties attached

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Registration Number(s)

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1883701	1135205	1806259
1290255	1102235	1918129
1947077	1255411	2117191
1246429	1871437	2089331
1089318	1113256	1214976
1180371	1653795	1320951
1230038	1806260	2116424

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

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Trademark Application Number(s)

Registration Number(s)

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