

02-03-2000

U.S. Department of Commerce
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RECORDATION FORM COVER SHEET
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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 ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ 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

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01 FC:481
02 FC:482

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Mail documents to be recorded with required cover sheet(s) information to:
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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)

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 ☒

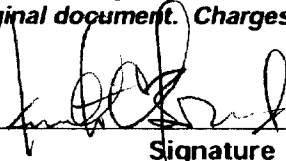
No ☐

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.

Kenneth C. Bovard

Name of Person Signing



Signature

11-30-99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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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

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☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

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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)

1895199	1630971	1630973
2204505	1519962	2005036
1855842	1216013	1659896

Collateral Assignment of Trademarks
[Aldila Golf Corp.]
Schedule A
Description of Trademarks

Trademarks Registered with The United States Patent and Trademark Office

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Class</u>
<i>A (Stylized Letters)</i>	Registered	Registered	1,101,602	28
A-S-D	Registered	Registered	1,847,770	28
ALDA HM-40	Registered	Registered	1,503,141	28
ALDA V	Registered	Registered	1,959,949	28
ALDALITE	Registered	Registered	1,774,311	28
ALDILA	Registered	Registered	1,029,465	28
FLOPSTER	PENDING	75/290,832	PENDING	28
GLT	Registered	Registered	1,216,930	28
HM-30	Registered	Registered	1,643,734	28
HM-35	Registered	Registered	1,895,198	28
HM-40	Registered	Registered	1,895,199	28
HM-50	Registered	Registered	1,630,971	28
HM-55	Registered	Registered	1,630,973	28
LOBSTER	Registered	Registered	2,204,505	28
LONGWOOD	PENDING	75/122,477	PENDING	28
POWERED BY ALDILA (<i>& Design</i>)	PENDING	75/122,477	PENDING	28
PROVEN BY PERFORMANCE	Registered	Registered	1,519,962	28
SMOOTH FLEX	Registered	Registered	2,005,036	28
TGI	Registered	Registered	1,855,842	28
TRU TORQUE	Registered	Registered	1,216,013	28
VELOCITOR	Registered	Registered	1,659,896	28
DESIGN (<i>Stylized Letter A</i>)	PENDING	75/553,601	PENDING	28

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Trademarks Registered in Foreign Jurisdictions

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Class</u>	<u>Country</u>
ALDILA (<i>Stylized Letters</i>)	Registered	Registered	1045484	28	United Kingdom
ALDILA	Registered	Registered	1018307	28	United Kingdom
ALDILA	PENDING	223081	PENDING	28	Community
CANNON ¹	Registered	Registered	TMA218,790	28	Canada
ALDA VIII	Registered	Registered	TMA215,996	28	Canada
ALDILA (& <i>Design</i>)	Registered	Registered	TMA217,731	28	Canada
A (& <i>Design</i>)	Registered	Registered	TMA219,934	28	Canada
ALDILA GOLF SHAFTS (& <i>Design</i>)	Registered	Registered	TMA233,609	28	Canada
ALDILA (& <i>Design</i>)	Registered	Registered	TMA201,477	28	Canada
ALDILA	Registered	Registered	TMA201,476	28	Canada
ALDILA	Registered	Registered	A289273	28	Australia
ALDILA	Registered	Registered	21526	28	Brunei
ALDILA	Registered	Registered	992059	28	China P.R.
ALDILA	Registered	Registered	1447316	24	Japan
ALDILA	Registered	Registered	1456029	24	Japan
ALDILA IN KATAKANA	Registered	Registered	1320939	24	Japan
ALDA HM-20	Registered	Registered	230141	00000	South Korea
ALDA HM-30	Registered	Registered	230142	00000	South Korea
ALDA HM-40	Registered	Registered	230143	00000	South Korea
ALDA HM-55	Registered	Registered	230144	00000	South Korea
ALDILA	PENDING	96-18205	PENDING	43	South Korea
ALDILA	Registered	Registered	93/03076	28	Malaysia
ALDILA	Registered	Registered	414427	28	Mexico

¹ It is unclear whether this mark is owned (a) by Borrower or Parent Company or (b) by an unrelated entity with a name similar to that of Parent Company. Borrower and Parent Company make no representations, warranties, covenants or other agreements with respect to this mark.

HM-30	Registered	Registered	416409	28	Mexico
HM-40	Registered	Registered	416410	28	Mexico
HM-55	Registered	Registered	416411	28	Mexico
QUESTAR	Registered	Registered	41642	28	Mexico
ALDILA	PENDING	85873	PENDING	28	Philippines
ALDILA	Registered	Registered	3413/93	28	Singapore
ALDA VIII	Registered	Registered	161920	28	Sweden
ALDA HM	Registered	Registered	527732	00000	Taiwan
ALDILA	PENDING	7950427	PENDING		Taiwan
ALDILA	Registered	Registered	KOR 15577	28	Thailand

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REEL: 002015 FRAME: 0876

COLLATERAL ASSIGNMENT OF TRADEMARKS

This 9th day of July, 1999, Aldila Golf Corp., formerly known as Aldila, Inc., a Delaware corporation ("*Assignor*"), with its principal place of business and mailing address at 12140 Community Road, Poway, California 92064-6871, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to Foothill Capital Corporation, a California corporation (together with its successors and assigns, "*Assignee*"), a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages (to the extent not effectively prohibited by an applicable and legally enforceable license agreement) by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages:

to secure performance of all Obligations of Assignor as set out in that certain Intellectual Property Security Agreement dated as of July 9, 1999, by and between Assignor and Assignee (the "*Agreement*").

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment of Trademarks to be duly executed as of the date and year first written above.

ASSIGNOR:

ALDILA GOLF CORP., a Delaware corporation

By: Steven R. Milton
Name: STEVEN R. MILTON
Title: V.P. CONTROLLER

ASSIGNEE:

FOOTHILL CAPITAL CORPORATION, a California corporation

By: Kevin D. Kelly
Name: Kevin D. Kelly
Title: Vice President