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09-12-2000

FORM PTO-1594

(Rev. 6-93)

RECO



U.S. Department of Commerce
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

101453748

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): S2 Golf Inc.

S2 Golf Inc.
18 Gloria Lane
Fairfield, NJ 07004

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New Jersey
 Other

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

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address: _____

Street Address: Two Tower Center Boulevard

City: East Brunswick State: NJ ZIP: 08816

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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: July 31, 2000

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

A. Trademark Application No.(s)
ASHLEY 75/748,665
DELMA 75/708,538
DUALMETAL 75/803,857
NLG MATCH PLAY PROCESS 75/407,915
ROSCOE 75/407,913
THORPE 75/408,253

B. Trademark Registration No.(s)
ALBANY 2,265,622
DARDEN 2,308,054
DEBUT '98 2,258,070
DEFINING THE WOMEN'S GAME 2,355,724
DOMINGO 2,346,076
FAME '87 2,261,658
LOPEZGRIP 2,258,072
NLG 2,265,623
ROSWELL 2,256,070
SARASOTA 2,312,341
STREAK '78 2,258,071

Additional numbers attached: Yes No

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

Name: Michael J. Dunne, Esq.

Internal Address: c/o Pitney, Hardin, Kipp & Szuch

Street Address: P.O.Box 1945

City: Morristown State: NJ ZIP: 07945

6. Total number of applications and registrations involved:.....17

7. Total fee (37 CFR 3.41).....\$440.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

19/12/2000 NTHA11 0000058 75748665

1 FC:481 40.00 DP
 2 FC:482 400.00 DP

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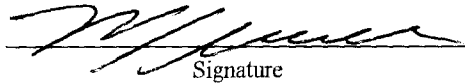
TRADEMARK
REEL: 002131 FRAME: 0860

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.

Michael J. Dunne, Esq.

Name of Person Signing



Signature

August 9, 2000

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2000, made by **S2 GOLF INC.**, a New Jersey corporation (the "Borrower" or the "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of December 29, 1994, as amended by the First Amendment to Loan and Security Agreement dated April 9, 1996, by the Second Amendment to Loan and Security Agreement dated as of December 1, 1997, by the Third Amendment to Loan and Security Agreement dated as of September 23, 1998, and by the Fourth Amendment to Loan and Security Agreement dated as of the date hereof (collectively, the "Loan Agreement") between the Borrower and the Lender, Lender has agreed to extend credit to the Borrower upon the terms and subject to the conditions set forth therein, certain of such extensions of credit to be evidenced by the Notes issued by the Borrower thereunder; and

WHEREAS, the Grantor owns each of the Trademarks and Trademark Licenses (each as hereinafter defined) described on Schedule I hereto; and

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has mortgaged, pledged and granted to Lender, a security interest in all right, title and interest of the Grantor in, to and under the Collateral (as hereinafter defined), including the property described on Schedule I hereto, whether presently existing or hereafter arising or acquired, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks, to secure the payment of the Obligations (as defined in the Loan Agreement); and

WHEREAS, for convenience of reference and recordation, but with no intention to supersede the terms of the Loan Agreement, the parties hereto have entered into this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make extensions of credit to Borrower under the Loan Agreement, the Grantor hereby agrees with the Lender, as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein have the meanings ascribed thereto in the Loan Agreement; the following terms which are defined in the Uniform Commercial Code in effect in the State of New Jersey on the date hereof are used herein as so defined: General Intangibles and Proceeds; and the following terms shall have the following meanings:

"Code": the Uniform Commercial Code as from time to time in effect in the State of New Jersey.

"Collateral": each item of personal property (tangible or intangible) in which the Grantor has granted or purported to grant a security interest to the Lender.

“Trademarks”: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office (“PTO”) or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, those listed in Schedule I hereto, and (b) all reissues, divisions, continuations, extensions, continuations-in-part and renewals thereof.

“Trademark License”: any agreement, written or oral, providing for the grant by the Grantor of any right to use any Trademark, including, without limitation, those listed in Schedule I hereto.

“Trademark Security Agreement”: this Trademark Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby grants to the Lender a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest:

- (a) all Trademarks;
- (b) all Trademark Licenses;
- (c) all General Intangibles connected with the use of, and symbolized by, Trademarks; and
- (d) to the extent not otherwise included all proceeds of infringement suits or actions, all royalties, and all of the rights and benefits of all causes of action which may exist by reason of any infringement, and all Proceeds and products of any and all of the foregoing.

3. Representations and Warranties. The Grantor hereby represents and warrants that:

(a) Trademarks. Schedule I hereto includes all Trademarks owned by the Grantor on the date hereof registered in the PTO and all other Trademarks and Trademark Licenses owned by the Grantor in its own name as of the date hereof which are material to the business of the Borrower and its subsidiaries, taken as a whole. To the best of the Grantor’s knowledge, each Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned, except to the extent that the failure to be valid, subsisting, unexpired or enforceable or the abandonment thereof would not be reasonably likely to have a material adverse effect on the business of Borrower. Except as set forth in such Schedule I, none of such Trademarks is the subject of any licensing or franchise agreement. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Trademark except for such holdings, decisions or judgments that would not be reasonably likely

to have a material adverse effect on the business of the Borrower. No action or proceeding is pending seeking to limit, cancel or question the validity of any Trademark, which, if adversely determined, would be reasonably likely to have a material adverse effect on the business of the Borrower.

(b) Chief Executive Office. The Grantor's chief executive office and the chief place of business is located at 18 Gloria Lane, Fairfield, New Jersey 07004.

The Grantor agrees that the foregoing representations and warranties shall be deemed to have been made by the Grantor on and as of the date hereof, on and as of each date on which an extension of credit is made by the Lender to the Borrower under the Loan Agreement, in each case as though made hereunder on and as each such date.

4. Covenants. The Grantor covenants and agrees with the Lender that, from and after the date of this Trademark Security Agreement until the Obligations are paid and performed in full:

(a) Further Documentation. At any time and from time to time, upon the written request of the Lender, and at the sole expense of the Grantor, the Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Trademark Security Agreement and of the rights and powers herein granted.

(b) Indemnification. The Grantor agrees to pay, and to save the Lender harmless from, any and all liabilities, costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay by the Grantor in paying any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any requirement of law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Trademark Security Agreement.

(c) Trademarks.

(i) The Grantor will, except with respect to any registered or unregistered trademark that is not material to the business of the Borrower and its subsidiaries taken as a whole, (A) continue to use each registered and unregistered trademark on the same goods and services it is currently used on, (B) maintain quality control over all products manufactured, distributed or sold, and all services offered under each registered or unregistered trademark, (C) not knowingly do or omit to do any invalidation of any registered or unregistered trademark, and (D) take all steps which in its business judgment are necessary to prevent a licensee from doing or omitting to do any act which may result in the invalidation of any registered or unregistered trademark.

(ii) The Grantor will notify the Lender of any (A) abandonment of a registered or unregistered Trademark; (B) abandonment of an application to register a Trademark; or (C) determination by a court or tribunal in the country where (1) the Trademark is registered, or (2) the Trademark application is pending, or (3) the unregistered Trademark is used, that the Grantor does not own all right, title and interest to the registered or unregistered

Trademark or Trademark application, or of any other adverse determination of such court or tribunal relating to any registered or unregistered Trademark or Trademark application; provided that (x) the Grantor has actual notice of such event and (y) such Trademark or Trademark application is material to the business of the Borrower and its subsidiaries, taken as a whole.

(iii) Whenever the Grantor, either by itself or through an agent, employee, licensee or designee, shall file an application of or the registration of a trademark with the PTO or any similar office or agency in any other country or any political subdivision thereof, the Grantor shall report such filing to the Lender within five (5) Banking Days after the last day of the calendar year in which such filing occurs. Upon request of the Lender, the Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as the Lender may reasonably request to evidence the Lender's security interest in any trademark and the goodwill and general intangibles, if any, of the Grantor relating thereto or represented thereby, and the Grantor hereby constitutes the Lender its attorney-in-fact to execute and file all such writings for the purposes of so evidencing the Lender's security interest (and the Lender agrees to notify the Grantor that any such filing has been made, provided that any failure to so notify shall not invalidate any such actions by the Lender), all lawful acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the obligations are paid in full.

(iv) The Grantor will, except with respect to any trademark application or registration that is not material to the business of the Borrower and its subsidiaries, taken as a whole, take all reasonable and necessary steps, as it shall deem appropriate under the circumstances, in accordance with its reasonable business judgment, including, without limitation, in any proceeding before the PTO, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each trademark application (and to obtain the relevant registration and to maintain such registration), including, without limitation, where appropriate filing of applications for renewal, affidavits of use and affidavits of incontestability.

(v) In the event that any Trademark included in the Collateral is materially infringed or misappropriated or any registered or unregistered trademark is diluted by a third party, the Grantor shall promptly notify the Lender after it learns thereof and shall, unless the Grantor shall reasonably determine that such Trademark is not of material economic value to the Grantor, take such actions as the Grantor shall reasonably deem appropriate under the circumstances to protect such Trademark.

5. Limitation on Duties Regarding Preservation of Collateral. The Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Lender deals with similar property for its own account. Neither the Lender nor any of its respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Grantor or any other person.

6. Remedies. (a) If an Event of Default shall occur and be continuing, Lender may exercise, in addition to all other rights and remedies granted to it in this Trademark Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, Lender, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Grantor or any person or entity (all and each of which demands, defenses, advertisements and notices are hereby waived), may forthwith collect, receive, appropriate or realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, license, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, exchange broker's board or office of Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales, and to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sole, free of any right or equity of redemption in the Grantor, which right or equity is hereby waived or released. Grantor further agrees, at Lender's request upon the occurrence and during the continuance of an Event of Default, to assemble and make the Collateral available to Lender at places which Lender shall reasonably select, whether at Grantor's premises or elsewhere. To the extent permitted by applicable law, Grantor waives all claims, damages and demands it may acquire against Lender arising out of the exercise by it of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations, including the reasonable fees and disbursements of any attorneys employed by Lender to collect such deficiency.

(b) In addition to and as part of the rights set forth above, Grantor hereby agrees that if an Event of Default shall occur and be continuing, Grantor shall take all actions necessary, appropriate or proper to transfer ownership of the Collateral or any part thereof to Lender or its assigns, including, without limitation, filing any and all assignments of trademark with the PTO, whether in the form attached hereto as Exhibit A or such other form as is deemed necessary, appropriate or proper under the circumstances. Grantor hereby constitutes and appoints Lender (and any officer, employer or agent of Lender, with a full power of substitution) its true and lawful attorney and agent in fact to take, upon or after the occurrence of an Event of Default, any and all actions described in this subsection (b), in Lender's, Grantor's or Borrower's names and at Borrower's sole cost and expense. Grantor covenants and agrees that any action described in this subsection (b) may be taken at Lender's sole and absolute discretion, at any time and from time to time, and that Grantor hereby ratifies and confirms all actions taken. Grantor further covenants and agrees that the powers-of-attorney granted by this Section (b) are coupled with an interest and shall be irrevocable until full and final payment and performance of the Obligations; that said powers are granted solely for the protection of Lender's interest and Lender shall have no duty to exercise any thereof; that the decision whether to exercise any such power, and the manner of exercise, shall be solely within Lender's discretion; and that neither Lender nor any of its directors, officers, employees or agents shall be liable for any act of omission or commission (except for acts or omissions which constitute the gross negligence or

willful misconduct of Lender), or for any mistake or error of judgment in connection with any such powers.

(c) No remedy referred to in this Trademark Security Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Trademark Security Agreement or otherwise available to Lender by agreement or at law or in equity. No express or implied waiver by Lender of any default or Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent default or Event of Default. The failure or delay of Lender in exercising any rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or reoccurrence of any such contingency or similar contingencies, and any single or partial exercise of any particular right by Lender shall not exhaust the same or constitute a waiver of any such right.

7. Severability. Any provision of this Trademark Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8. Section Headings. The Section headings used in this Trademark Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

9. Waivers and Amendments: Successors and Assigns: Governing Law. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantor and the Lender, provided that any provision of this Trademark Security Agreement for the benefit of the Lender may be waived by the Lender in a written letter or agreement executed by the Lender or by telex or facsimile transmission from and bearing the facsimile signature of the Lender. This Trademark Security Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Lender and its respective successors and assigns, except that the Grantor may not assign, transfer or delegate any of its rights or obligations under this Trademark Security Agreement without the prior written consent of the Lender. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey.

10. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, shall be made and deemed to have been duly given in the manner and at the time as provided for notices under the Loan Agreement.

11. Submission To Jurisdiction: Waivers. (a) The Grantor hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Trademark Security Agreement, and any other Relevant Document to which it is a

party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New Jersey, the courts of the United States of America for the District of New Jersey, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Grantor at its address for motion under Section 11 hereof or at such other address of which the Lender shall have been notified pursuant thereto; and

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

(b) Each of the Grantor and the Lender hereby unconditionally and irrevocably waives, to the maximum extent not prohibited by law, any right they may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

12. Acknowledgements. The Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Trademark Security Agreement and the other Relevant Documents to which it is a party;

(b) the Lender has no fiduciary relationship with or duty to Grantor or any other party arising out of or in connection with this Trademark Security Agreement or any other Relevant Document; and

(c) no joint venture is created hereby or by the other Relevant Documents or otherwise exists by virtue of the transactions contemplated hereby between the Lender and the Borrower.

13. WAIVERS OF JURY TRIAL. THE GRANTOR AND THE LENDER EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER RELEVANT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

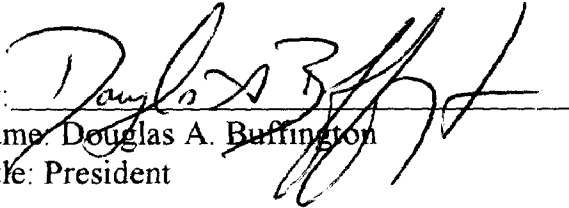
14. Authority of Lender. The Grantor acknowledges that the rights and responsibilities of the Lender under this Trademark Security Agreement with respect to any action taken by the Lender or the exercise or non-exercise by the Lender of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Trademark Security Agreement shall be governed by the Loan Agreement and by such other agreement with respect thereto as may exist from time to time among them.

15. Incorporation of Security Agreement Provisions. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Nothing in this Trademark Security Agreement shall defer or impair the attachment or perfection of any security interest in any collateral covered by the Loan Agreement which would attach or be perfected pursuant to the terms thereof without action by the Grantor or any other person.

16. Release of Collateral and Termination. (a) At such time as the Obligations have been paid and performed in full, the Collateral shall be released from the liens created hereby, and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Grantor to the Lender under the Trademark Security Agreement shall terminate, all without delivery of any instrument or performance or any act by any party, and all rights to the Collateral shall revert to the Grantor. Upon request of the Grantor following any such termination, the Lender shall deliver (at the sole cost and expense of the Grantor) to the Grantor any Collateral held by the Lender hereunder, and execute and deliver (at the sole cost and expense of the Grantor) to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

S2 GOLF INC.

By: 
Name: Douglas A. Buffington
Title: President

Address:
18 Gloria Lane
Fairfield, NJ 07004
Attention: President
Telecopy: 201-227-7018

ACKNOWLEDGEMENT

STATE OF OHIO

)
) SS.: *Stark*
)

COUNTY OF

On the 31 day of July, 2000, before me personally came Douglas A. Buffington, to me personally known and known to me to be the person described in and who executed the foregoing instrument as President of **S2 GOLF INC.** who, being by me duly sworn, did depose and say that he resides at 4866 Earls Court, Court, Canton, OH 44718; that he is President of **S2 GOLF INC.**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Rhonda K. Schesventer

RHONDA K. SCHESVENTER, Notary Public
State of Ohio
My Commission Expires March 29, 2001

[NOTARIAL SEAL]

**Schedule I to Trademark Security Agreement, dated as of July 31, 2000, between PNC
Bank, National Association, and S2 Golf**

| TRADEMARK | REG./SER. NO. | COUNTRY | NEXT ACTION & DATE |
|------------------------------|--------------------------|----------------|--|
| ALBANY | 2,265,622 | USA | Sec. 8 & 15 due by 7/27/05 |
| ASHLEY | 75/748,665 | USA | Pending; Published 4/11/00 |
| DARDEN | 2,308,054 | USA | Sec. 8 & 15 due by 1/11/06 |
| DEBUT '98 | 2,258,070 | USA | Sec. 8 & 15 due by 6/29/05 |
| DEFINING THE WOMEN'S GAME | 2,355,724 | USA | Sec. 8 & 15 due by 6/6/06 |
| DELMA | 75/708,538 | USA | Pending; Acushnet extended opp period until 3/25/00 |
| DOMINGO | 2,346,076 | USA | Sec. 8 & 15 due by 4/25/06 |
| DUALMETAL | 75/803,857 | USA | Pending; Response to Office Action due by 11/26/00 |
| FAME '87 | 2,261,658 | USA | Sec. 8 & 15 Aff due by 7/13/05 |
| LOPEZGRIP | 2,258,072 | USA | Sec. 8 & 15 Aff. due by 6/29/05 |
| NLG | 2,265,623 | USA | Sec. 8 & 15 Aff. due 7/27/05 |
| NLG MATCH PLAY PROCESS | 75/407,915 | USA | Pending; Stmt. of Use filed 4/17/00 |
| ROSCOE | 75/407,913 | USA | Pending; Stmt. of Use filed 12/2/99 |
| ROSWELL | 2,256,070 | USA | Sec. 8 & 15 due by 6/22/05 |
| SARASOTA | 2,312,341 | USA | Sec. 8 & 15 due by 1/25/06 |
| STREAK '78 | 2,258,071 | USA | Sec. 8 & 15 due by 6/29/05 |
| THORPE | 75/408,253 | USA | Pending; Response to Office Action Filed 11/4/99 |

#616363 v2 - schedule to trademark security agreement pnc/s2 golf
616363A02080900