

09-14-2000



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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 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
4 28 00

Name Igarashi, Lawrence Y.

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 California Bank & Trust

DBA/AKA/TA

Composed of

Address (line 1) 401 W. Whittier Blvd.

Address (line 2) Suite 200

Address (line 3) La Habra CA/USA 90631
City State/Country Zip Code

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

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.)

06/20/2000 DNGUYEN 00000154 1790624

FOR OFFICE USE ONLY

01 FC:482

Handwritten: 375.00 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:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002135 FRAME: 0465

Vertical stamp: 09/13/2000 DNGUYEN 00000154 1790624 50.00.00 01 FC:482

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.

Randy P. Orlik

Randy P. Orlik

June 2, 2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

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 the Assignment.)

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Registration Number(s)

1771632	2267311	<input type="text"/>
1874910	<input type="text"/>	<input type="text"/>
1551757	<input type="text"/>	<input type="text"/>
2164210	<input type="text"/>	<input type="text"/>
1877751	<input type="text"/>	<input type="text"/>
1975521	<input type="text"/>	<input type="text"/>
21589165	<input type="text"/>	<input type="text"/>

MASTER PATENT AND TRADEMARK SECURITY AGREEMENT

THIS MASTER PATENT AND TRADEMARK SECURITY AGREEMENT (the "Security Agreement") is made and dated this 28th day of April, 2000 by and between LAWRENCE Y. IGARASHI, an individual, ("Igarashi"), and CALIFORNIA BANK & TRUST, a California banking corporation ("Lender").

RECITALS

A. Lender has extended credit to Cubic Balance Golf Technology, Inc., a California corporation ("Borrower"), on the terms and subject to the conditions set forth in that certain Business Loan Agreement dated May 7, 1998, as amended from time to time ("Prior Credit Agreement").

B. In connection with the execution of the Prior Credit Agreement, Igarashi executed in favor of Lender that Commercial Guaranty dated as of May 7, 1998, pursuant to which Igarashi guaranteed all the obligations of Borrower to Bank.

C. The Prior Credit Agreement matured by its terms on April 7, 2000, and Borrower has requested that Bank extend the maturity date of the Prior Credit Agreement to December 31, 2000, and make further modifications thereto.

D. The extension of the maturity date of the Prior Credit Agreement is being accomplished by the execution by Borrower and Lender of that Business Loan Agreement dated as of April 28, 2000 ("Credit Agreement").

E. The Loan being made pursuant to the Credit Agreement is being further evidenced by the terms and provisions of that Promissory Note in the original principal amount of \$2,794,615.10 dated April 28, 2000, executed by Borrower to the order of Lender ("Note").

F. In connection with the execution of the Credit Agreement and Note, Igarashi is executing in favor of Lender that Commercial Guaranty dated as of April 28, 2000 ("Guaranty").

G. In order to induce Lender to execute the Credit Agreement, Igarashi has agreed to execute this Security Agreement to secure the Guaranty.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Igarashi hereby agrees as follows:

AGREEMENT

1. Grant of Security Interest. Igarashi hereby pledges, assigns, mortgages and grants to the Lender, a security interest in the property described in Paragraph 2 below (collectively and severally, the "Collateral") to secure payment and performance of the obligations described in Paragraph 3 below (collectively and severally, the "Obligations").

2. Collateral. The Collateral shall consist of the following:

A. Patents.

(i) All now existing or hereafter created or acquired, patents, letters patents, inventions, patent applications and rights and works protectable by patent, and, except to the extent prohibited by the terms hereof, all agreements in respect of patents owned by third parties, including, without limitation, the patents specifically described on Schedule 1 attached hereto, as the same may be amended or replaced from time to time with the consent of the Lender;

(ii) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(iii) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(iv) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign patent law or regulations;

(v) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(vi) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing.

(vii) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations utilizing any of the foregoing.

(viii) All now existing and hereafter arising goodwill associated with any of the foregoing;

(ix) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Igarashi or the Lender for past, present and future infringements of any of the foregoing; and

(x) All products and proceeds of the foregoing Collateral. For purposes of this Security Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

B. Trademarks.

(i) All now existing or hereafter created or acquired trademarks or service marks, trademark applications and rights and works protectable by trademark, and, except to the extent prohibited by the terms hereof, all agreements in respect of trademarks owned by third parties, including, without limitation, the trademarks specifically described on Schedule 2 attached hereto, as the same may be amended or replaced from time to time with the consent of the Lender;

(ii) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(iii) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulations;

(iv) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(v) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing.

(vi) All now existing and hereafter arising goodwill associated with any of the foregoing;

(vii) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Igarashi or the Lender for past, present and future infringements of any of the foregoing; and

(viii) All products and proceeds of the foregoing Collateral. For purposes of this Security Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

3. Obligations. The obligations secured by this Security Agreement shall consist of all obligations, indebtedness and liabilities of Igarashi to Lender, including, without limitation under the Guaranty (whether principal, interest, fees or otherwise now existing or hereafter arising, and whether voluntary or involuntary, whether or not jointly owed with others, whether direct or indirect, absolute or contingent, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, whether or not from time to time decreased or extinguished and later increased, created or incurred and whether or not extended, modified, rearranged, restructured or replaced, including, without limitation, modifications to interest rates or other payment terms of such debts, obligations and liabilities).

4. Representations and Warranties. In addition to any representations and warranties of Igarashi set forth in the Guaranty and any other agreement, which are incorporated herein by this reference, Igarashi hereby represents and warrants that:

(a) Authority. Igarashi has authority, and has completed all proceedings and obtained all approvals and consents necessary, to execute, deliver and perform this Security Agreement and the transactions contemplated hereby;

(b) No Default or Lien. Such execution, delivery and performance will not contravene, or constitute a default under or result in a lien upon any property of Igarashi pursuant to any applicable law or regulation or any contract, agreement, judgment, order, decree, or other instrument binding upon or affecting Igarashi;

(c) Enforceability. This Security Agreement constitutes a legal, valid and binding obligation of Igarashi, enforceable in accordance with its terms (except as enforceability may be affected by bankruptcy, insolvency or other similar laws affecting the enforcement of creditor's rights), and this Security Agreement grants to the Lender a valid and enforceable lien on the Collateral, and upon the filing of all appropriate financing statements, the security interest of the Lender in the Collateral shall constitute a security interest prior to all liens.

(d) No Litigation. There is no action, suit or proceeding pending or, to the best knowledge of Igarashi after reasonable investigation, threatened against Igarashi which is reasonably likely to adversely affect its property or financial condition or the Collateral in any material respect;

(e) Ownership of Collateral. Igarashi is the sole owner of and has good and marketable title to the Collateral (or, in the case of after-acquired Collateral, at the time the Debtor acquires rights in the Collateral, will be the sole owner thereof);

(f) Priority. No person has (or, in the case of after-acquired Collateral, at the time Igarashi acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other lien or charge) in, against or to the Collateral;

(g) Accuracy of Information. All information heretofore, herein or hereafter supplied to the Lender by or on behalf of Igarashi with respect to the Collateral is true and correct in all material respects; and

(h) Schedule 1. Schedule 1 attached hereto sets forth an accurate and complete list of all patents owned by the Igarashi which are registered (or pending for registration) with the United States Patent and Trademark Office.

(i) Schedule 2. Schedule 2, attached hereto sets forth an accurate and complete list of all trademarks and service marks owned by Igarashi which are registered (or pending for registration) with the United States Patent and Trademark Office.

5. Covenants and Agreements of Igarashi. In addition to all covenants and agreements of Igarashi set forth in the Agreement, and any other agreement with the Lender which are incorporated herein by this reference, Igarashi hereby agrees:

(a) Preservation of Collateral. To do all acts that are reasonably necessary to maintain, preserve and protect the Collateral;

(b) Use of Collateral. Not to use or permit any Collateral to be used unlawfully or in violation of any provision of this Security Agreement, any other agreement with the Lender or the applicable statute, regulation or ordinance or any policy of insurance covering the Collateral.

(c) Defense of Litigation. To appear in and defend any action or proceeding which may affect its title to or the Lender's interest in the Collateral;

(d) Updated Schedule 1. Agrees, on a quarterly basis, to provide to the Lender an updated Schedule 1 identifying any additional patents (or patents for which registrations are pending) of which the Debtor becomes the owner;

(e) Updated Schedule 2. Agrees, on a quarterly basis, to provide to the Lender an updated Schedule 2 identifying any additional trademarks and service marks (or trademarks and service marks for which registration are pending) of which Igarashi becomes the owner;

(f) Further Assurances. To procure, execute and deliver from time to time any endorsements, notifications, registrations, assignments, financing statements, and other writings deemed necessary or appropriate by the Lender to perfect, maintain and protect its security interest in the Collateral hereunder and the priority thereof, and to take such other actions as the Lender may reasonably request to protect the value of the Collateral and of the Lender's security interest in the Collateral, including, without limitation, provision of assurances from third parties regarding the Lender's access to, right to foreclose on or sell, the Collateral and right to realize the practical benefits of such foreclosure or sale; and

(g) Payment of Lender's Costs and Expenses. To reimburse the Lender upon demand for any costs and expenses, including, without limitation, attorneys' fees, which the Lender may incur while exercising any right, power or remedy provided by this Security Agreement or by law, all of which costs and expenses are included in the Obligations secured hereby.

6. Authorized Action by the Lender. Igarashi hereby agrees that from time to time, without presentment, notice or demand, and without affecting or impairing in any way the rights of the Lender with respect to the Collateral the obligations of the Igarashi hereunder or the Obligations, the Lender may, but shall not be obligated to and shall incur no liability to Igarashi or any third party for failure to take any act which Igarashi is obligated by this Security Agreement to do and to exercise such rights and powers as Igarashi might exercise with respect to the Collateral, and Igarashi hereby irrevocably appoints the Lender as its attorney-in-fact to exercise such rights and powers.

7. Default. A default ("Event of Default") under this Security Agreement shall be deemed to exist upon the occurrence of a default or on account of any of the Obligations, or the occurrence of an Event of Default under the Guaranty.

8. Remedies. Upon the occurrence and during the continuance of any such Event of Default, the Lender may, and without notice to or demand on Igarashi and in addition to all rights and remedies available to the Lender under any other agreement, do any one or more of the following:

(a) General Enforcement. Foreclose or otherwise enforce the Lender's security interest in any manner permitted by law, or provided for in this Security Agreement; and

(b) Sale, Etc. Sell, license or otherwise dispose of any Collateral at one or more public or private sales at the Lender's place of business or any other place or places including, without limitation, any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as the Lender may determine.

9. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Collateral. Subject to the rights of the Lender under this Security Agreement, it is the intention of the parties hereto that the Igarashi continue to own the Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Lender under this Security Agreement in and to the Collateral shall be released and terminated.

10. Collection of Collateral Payments. Following the occurrence and during the continuance of an Event of Default, Igarashi shall, at its sole cost and expense, take all necessary action to cause payment to be made to Lender, when due and payable, of all sums due or to become due with respect to any Collateral, including without limitation license, royalty and fee payments due to Igarashi ("Collateral Payments" or a "Collateral Payment").

11. Cumulative Rights. The rights, powers and remedies of the Lender under this Security Agreement shall be in addition to all rights, powers and remedies given to the Lender by virtue of any statute or rule of law, the Guaranty or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing the Lender's security interest in the Collateral.

12. Waive. Any waiver, forbearance or failure or delay by the Lender or any other secured party in exercising any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of the Lender shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by the Lender. Igarashi waives any right to require the Lender to proceed against any person or to exhaust any Collateral or to pursue any remedy in the Lender's power.

13. Setoff. Igarashi agrees that the Lender may exercise its rights of setoff with respect to the Obligations in the same manner as if the Obligations were unsecured.

14. Binding Upon Successors. All rights of the Lender under this Security Agreement shall inure to the benefit of their respective successors and assigns, and all obligations of Igarashi shall bind its heirs, executors, administrators, successors and assigns.


15. Entire Agreement Severability. This Security Agreement together with the security agreements executed in connection herewith and the Agreement, collectively, contain the entire security agreement between the Lender and Igarashi. If any of the provisions of this Security Agreement shall be held invalid or unenforceable, this Security Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly. Nothing contained in this Security Agreement is intended, nor shall be construed, to amend, modify, supersede, or affect in any way the fixed and floating charges and any other interest arising under the Agreement.

16. Choice of Law. This Security Agreement shall be construed in accordance with and governed by the laws of the State of California, and, where applicable and except as otherwise defined herein, terms used herein shall have the meanings given them in the Uniform Commercial Code of such state.

17. Amendment. This Security Agreement may not be amended or modified except by a writing signed by each of the parties hereto.


18. Addresses for Notices. All demands, notices and other communications to Debtor or the Lender provided for hereunder shall be in writing or by telephone, promptly confirmed in writing, Mailed, delivered or sent by telefacsimile, addressed or sent to it to the address or telefacsimile number, as the case may be, of Igarashi or the Lender set forth beneath such party's signature below, or to such other address as shall be designated by a party in a written notice to the other party. All such demands, notices and other communications shall, when mailed or sent by telefacsimile, be effective when deposited in the mails, delivered or so sent, as the case may be, addressed as aforesaid.

EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.



LAWRENCE Y. IGARASHI, an individual
Address: 32 Bel Flora
Las Flores, CA 92688
Telecopy: (949) 950-5587

CALIFORNIA BANK & TRUST, a California banking corporation


By: _____
Name: Robert Chaulk
Title: Vice President
Address: Special Assets Department
401 W. Whittier Blvd., Suite 200
La Habra, CA 90631
Attn: Teri Ito
Telecopy: (562) 905-8614

LIST OF PENDING PATENT APPLICATIONS AND ISSUED PATENTS

PATENTS:

- BEA2.002 Case No. 582.1
GOLF CLUB WITH IMPROVED MOMENT OF INERTIA
Serial No. 07/402,061 Filed: 09/01/89
CIP of Application 301,634 Filed: 01/25/89
Patent No. 5,058,895 Issued: 10/22/91
Patentee: Lawrence Y. Igarashi
- BEA2.003 Case No. 583
Design for GOLF PUTTER HEAD
Serial No. 07/301,741 Filed: 01/25/89
Patent No. D318,702 Issued: 07/30/91
Patentee: Lawrence Y. Igarashi
- BEA2.007 Case No. 586
GOLF CLUB
Serial No. 06/493,732 Filed: 05/11/83
Patent No. 4,523,759 Issued: 06/18/85
- BEA2.018 Case No. 744
GOLF CLUB BAG
Serial No. 07/850,671 Filed: 03/11/92
Patent No. 5,178,273 Issued: 01/12/93
Patentee: Lawrence Y. Igarashi
- BEA2.033 Case No. 814
GOLF CLUB WITH FACEPLATE OF TITANIUM OR
OTHER HIGH STRENGTH, LIGHTWEIGHT MATERIALS
Serial No. 07/970,708 Filed: 11/03/92
Patent No. 5,407,202 Issued: 04/18/95
Patentee: Lawrence Y. Igarashi

- BEA2.054 Case No. 964
GOLF CLUB HEAD WITH INTEGRALLY CAST SOLE
PLATE AND FABRICATION METHOD FOR SAME
Serial No. 08/156,613 Filed: 11/23/93
Patent No. 5,398,746 Issued: 03/21/95
Patentee: Lawrence Y. Igarashi
- BEA2.068 Case No. 1034
GOLF WOOD CLUB HEAD FABRICATED FROM CAST HEAD SECTIONS
Serial No. 08/255,263 Filed: 06/07/94
Patent No. 5,518,240 Issued: 05/21/96
Patentee: Lawrence Y. Igarashi
- BEA2.069 Case No. 964 TAIWAN
GOLF CLUB HEAD WITH INTEGRALLY CAST SOLE
PLATE AND METHOD FOR FABRICATING SAME
Serial No. 83/06707 Filed: 07/22/94
Patent No. 089107
Assignee: None
ALLOWED TO LAPSE 8/99
- BEA2.073 Case No. 964.1 (Divisional Application)
GOLF CLUB HEAD WITH INTEGRALLY CASE SOLE PLATE
Serial No. 08/280,013 Filed: 07/25/94
Division of Serial No. 08/156,613
Patent No. 5,509,659 Issued: 04/23/96
Patentee: Lawrence Y. Igarashi
- BEA2.076 Case No. 1085.1
GOLF CLUB THAT PROVIDES ENHANCED BACKSPIN AND
REDUCED SIDESPIN AND METHODS OF MAKING SAME
Serial No. 08/315,185 Filed: 09/28/94
(Division from Serial No. 08/005,636)
Patent No. 5,437,088 Issued: 08/01/95
Patentee: Lawrence Y. Igarashi

- BEA2.081 Case No. 1031.1
GOLF WOOD CLUB WITH SMOOTH GROOVE-FREE FACE
Serial No. 08/360,884 Filed: 12/21/94
Continuation-in-Part
of Serial No. 08/250,798 Filed: 05/27/94
Patent No. 5,480,153 Issued: 01/02/96
Patentee: Lawrence Y. Igarashi
- BEA2.084 Case No. 1034.1
HIGH OUTPUT METHOD FOR PRODUCING
METAL WOOD GOLF CLUB HEADS
Serial No. 08/406,071 Filed: 03/17/95
Patent No. 5,706,566 Issued: 1/13/98
Patentee: Lawrence Y. Igarashi
- BEA2.086 Case No. 1132
METAL WOOD GOLF CLUB WITH VIBRATION DAMPENER
Serial No. 08/461,574 Filed: 06/02/95
Patent No. 5,637,045 Issued: 6/10/97
Patentee: Lawrence Y. Igarashi
- BEA2.089 Case No. 1132.1
GOLF CLUBS WITH ELASTOMERIC VIBRATION DAMPENER
Serial No. 08/502,262 Filed: 07/13/95
Patent No. 5,643,111 Issued: 7/1/97
Patentee: Lawrence Y. Igarashi
- BEA2.091 Case No. 1031.2
GOLF WOOD CLUB WITH SMOOTH GROOVE-FREE FACE
Serial No. 08/578,156 Filed: 12/29/95
Patent No. 5,643,110 Issued: 7/1/97
Patentee: Lawrence Y. Igarashi

- BEA2.095 Taiwanese Case No. 964.1 TAIWAN
FABRICATION METHOD FOR GOLF CLUB HEAD WITH
INTEGRALLY CAST SOLE PLATE
Serial No. 85107622 Filed: 06/24/96
Patent No. 089531
Assignee: None
ALLOWED TO LAPSE 8/99
- CUB1.108 Application 1286
GOLF PUTTER WITH IMPROVED CONTRAST SIGHT LINE
Serial No. 08/978,369 Filed: 11/25/97
ABANDONED 2/99
- CUB1.117 Application 1307
GOLF CLUB WITH HIGH REBOUND, HIGH STRENGTH
METAL FACE PLATE
Serial No. 09/133,309 Filed: 08/13/98
OFFICE ACTION MAILED JULY 14, 1999. DECISION HAS BEEN TAKEN
NOT TO RESPOND, AND TO ALLOW THE APPLICATION TO LAPSE
Assignee: Cubic Balance Golf Technology, Inc.
- CUB1.125 Application 1385
WOOD-TYPE GOLF CLUB HEAD FABRICATED OF METAL SHEETS
Serial No. 09/156,700 Filed: 09/18/98
Response to Office Action Due 12/15/99
Applicant: Lawrence Y. Igarashi
Assignee: Lawrence Y. Igarashi

LIST OF PENDING TRADEMARK APPLICATIONS
AND TRADEMARK REGISTRATIONS

BEA2.004 Case No. 584
U.S. Trademark CUBIC BALANCE
Serial No. 74/064,440 Filed: 05/31/90
Registration No. 1,691,710 Issued: 06/09/92
Registrant: Lawrence Y. Igarashi

BEA2.005 Case No. 585
U.S. Trademark LARRY IGARASHI
Serial No. 73/464,320 Filed: 02/06/84
Registration No. 1,305,183 Issued: 11/13/84
Registrant: Lawrence Y. Igarashi

BEA2.022 Case No. 803
U.S. Trademark PERFECTIONIST
Serial No. 74/318,186 Filed: 09/28/92
Registration No. 1,777,987 Issued: 06/22/93
Registrant: Lawrence Y. Igarashi

BEA2.024 Case No. 805
U.S. Trademark BWX
Serial No. 74/318,189 Filed: 09/28/92
Registration No. 1,773,084 Issued: 05/25/93
Registrant: Lawrence Y. Igarashi

BEA2.025 Case No. 806
U.S. Trademark FLORA
Serial No. 74/318,188 Filed: 09/28/92
Registration No. 1,777,988 Issued: 06/22/93
Registrant: Lawrence Y. Igarashi

BEA2.026 Case No. 807
U.S. Trademark ALL-IN
Serial No. 74/318,190 Filed: 09/28/92
Registration No. 1,774,318 Issued: 06/01/93
Registrant: Lawrence Y. Igarashi

BEA2.027 Case No. 808
U.S. Trademark ALL-OUT
Serial No. 74/318,192 Filed: 09/28/92
Registration No. 1,774,320 Issued: 06/01/93
Registrant: Lawrence Y. Igarashi

BEA2.028 Case No. 809
U.S. Trademark STANDTALL
Serial No. 74/318,193 Filed: 09/28/92
Registration No. 1,771,631 Issued: 05/18/93
Registrant: Lawrence Y. Igarashi

BEA2.029 Case No. 810
U.S. Trademark EGGSHELL
Serial No. 74/318,191 Filed: 09/28/92
Registration No. 1,774,319 Issued: 06/01/93
Registrant: Lawrence Y. Igarashi

BEA2.032 Case No. 813
U.S. Trademark CERARIX
Serial No. 74/318,196 Filed: 09/28/92
Registration No. 1,771,632 Issued: 05/18/93
Registrant: Lawrence Y. Igarashi

BEA2.042 Case No. 871
U.S. Trademark COMPUTER MADE
Serial No. 74/353,261 Filed: 01/28/93
Registration No. 1,874,910 (Supplemental Register)
Issued: 01/17/95
Registrant: Lawrence Y. Igarashi

BEA2.046 Case No. 584 UK
U.K. Trademark CUBIC BALANCE
Filed: 10/27/93
Registration No. 1,551,757 Issued: 11/4/94
Registrant: Lawrence Y. Igarashi

- BEA2.047 Case No. 584 GERMANY
German Trademark CUBIC BALANCE
Serial No. J 29 979/28 WZ Filed: 10/28/93
Registration No. 2,075,155
Date of Registration: 08/17/94
Registrant: Lawrence Y. Igarashi
- BEA2.048 Case No. 584 SWITZ
Swiss Trademark CUBIC BALANCE
Serial No. 11388/1993.3 Filed: 10/27/93
Registration No. 416,069
Registrant: Lawrence Y. Igarashi
- BEA2.049 Case No. 584 ITALY
Italian Trademark CUBIC BALANCE
Serial No. M193C 007835 Filed: 11/16/93
Registration No. 678,345
Registrant: Lawrence Y. Igarashi
- BEA2.050 Case No. 584 FRANCE
French Trademark CUBIC BALANCE
Registration No. 93492034 Issued: 11/15/93
Registrant: Lawrence Y. Igarashi
- BEA2.051 Case No. 584 SPAIN
Spanish Trademark CUBIC BALANCE
Serial No. 1790624 Filed: 11/22/93
Registrant: Lawrence Y. Igarashi
- BEA2.052 Case No. 584 AUSTRIA
Austrian Trademark CUBIC BALANCE
Serial No. 5359/93 Filed: 11/10/93
Registration No. 152 770 Issued: 05/25/94
Registrant: Lawrence Y. Igarashi

BEA2.056 Case No. 976
Trademark MPF
Serial No. 74/474,862 Filed: 12/28/93
Registration No. 2,164,210 Issued: 06/09/98
Registrant: Lawrence Y. Igarashi

BEA2.060 Case No. 584 CANADA
Canadian Trademark CUBIC BALANCE
Serial No. 746135 Filed: 01/24/94
Registration No. 444,326 Dated: 06/23/95
Registrant: Lawrence Y. Igarashi

BEA2.062 Case No. 1011
Trademark LOGO (CUBIC BALANCE)
Serial No. 74/503,471 Filed: 03/16/94
Registration No. 1,877,751 Issued: 02/07/95
Registrant: Lawrence Y. Igarashi

BEA2.079 Case No. 1095 UK
UK Trademark MEGAHIT-GO
Serial No. 2000450 Filed: 11/03/94
Registration No. 2000450
Registrant: Lawrence Y. Igarashi

BEA1.087 Case No. 1133
Trademark MEGA-SIZE
Serial No. 74/656,342 Filed: 04/05/95
Registration No. 1,975,521 (Supplemental Register)
Issued: 05/21/96
Registrant: Lawrence Y. Igarashi

CUB1.111 Case No. 1291
Trademark PASSAGE
Serial No. 75/293,802 Filed: 02/24/98
Registration No. 2,158,965 Issued: 05/19/98
Registrant: Cubic Balance Golf Technology, Inc.
Assignee: Lawrence Y. Igarashi

CUB1.127 Case No. 1409
Federal Trademark TIZIRC
Filed: 05/06/99
Response to Office Action due 3/13/2000
Applicant: Lawrence Y. Igarashi

CUB1.122 Case No. 1371
Trademark EASYAIR
Serial No. 75/529,110 Filed: 07/31/98
Registration No. 2,267,311 Issued: 8/3/1999
Registrant: Cubic Balance Golf Technology, Inc.
Assignee: Lawrence Y. Igarashi

CUB1.135 Case No. 1420
Federal Trademark INFLATER
Filed: 06/02/99
Response to Office Action due 3/20/2000
Applicant: Lawrence Y. Igarashi

JUN 6

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
- 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

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: 002135 FRAME: 0484

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="1790624"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1691710"/>	<input type="text" value="1773084"/>	<input type="text" value="1774320"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1305183"/>	<input type="text" value="1777988"/>	<input type="text" value="1771631"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1777987"/>	<input type="text" value="1774318"/>	<input type="text" value="1774319"/>

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.

Randy P. Orlik
Name of Person Signing

Randy P. Orlik
Signature

June 2, 2000
Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Registration Number(s)

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<input type="text" value="21589165"/>	<input type="text"/>	<input type="text"/>

MASTER PATENT AND TRADEMARK SECURITY AGREEMENT

THIS MASTER PATENT AND TRADEMARK SECURITY AGREEMENT (the "Security Agreement") is made and dated this 28th day of April, 2000 by and between LAWRENCE Y. IGARASHI, an individual, ("Igarashi"), and CALIFORNIA BANK & TRUST, a California banking corporation ("Lender").

RECITALS

A. Lender has extended credit to Cubic Balance Golf Technology, Inc., a California corporation ("Borrower"), on the terms and subject to the conditions set forth in that certain Business Loan Agreement dated May 7, 1998, as amended from time to time ("Prior Credit Agreement").

B. In connection with the execution of the Prior Credit Agreement, Igarashi executed in favor of Lender that Commercial Guaranty dated as of May 7, 1998, pursuant to which Igarashi guaranteed all the obligations of Borrower to Bank.

C. The Prior Credit Agreement matured by its terms on April 7, 2000, and Borrower has requested that Bank extend the maturity date of the Prior Credit Agreement to December 31, 2000, and make further modifications thereto.

D. The extension of the maturity date of the Prior Credit Agreement is being accomplished by the execution by Borrower and Lender of that Business Loan Agreement dated as of April 28, 2000 ("Credit Agreement").

E. The Loan being made pursuant to the Credit Agreement is being further evidenced by the terms and provisions of that Promissory Note in the original principal amount of \$2,794,615.10 dated April 28, 2000, executed by Borrower to the order of Lender ("Note").

F. In connection with the execution of the Credit Agreement and Note, Igarashi is executing in favor of Lender that Commercial Guaranty dated as of April 28, 2000 ("Guaranty").

G. In order to induce Lender to execute the Credit Agreement, Igarashi has agreed to execute this Security Agreement to secure the Guaranty.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Igarashi hereby agrees as follows:

AGREEMENT

1. Grant of Security Interest. Igarashi hereby pledges, assigns, mortgages and grants to the Lender, a security interest in the property described in Paragraph 2 below (collectively and severally, the "Collateral") to secure payment and performance of the obligations described in Paragraph 3 below (collectively and severally, the "Obligations").

2. Collateral. The Collateral shall consist of the following:

A. Patents.

(i) All now existing or hereafter created or acquired, patents, letters patents, inventions, patent applications and rights and works protectable by patent, and, except to the extent prohibited by the terms hereof, all agreements in respect of patents owned by third parties, including, without limitation, the patents specifically described on Schedule 1 attached hereto, as the same may be amended or replaced from time to time with the consent of the Lender;

(ii) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(iii) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(iv) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign patent law or regulations;

(v) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(vi) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing.

(vii) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations utilizing any of the foregoing;

(viii) All now existing and hereafter arising goodwill associated with any of the foregoing;

(ix) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Igarashi or the Lender for past, present and future infringements of any of the foregoing; and

(x) All products and proceeds of the foregoing Collateral. For purposes of this Security Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

B. Trademarks.

(i) All now existing or hereafter created or acquired trademarks or service marks, trademark applications and rights and works protectable by trademark, and, except to the extent prohibited by the terms hereof, all agreements in respect of trademarks owned by third parties, including, without limitation, the trademarks specifically described on Schedule 2 attached hereto, as the same may be amended or replaced from time to time with the consent of the Lender;

(ii) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(iii) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulations;

(iv) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(v) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing.

(vi) All now existing and hereafter arising goodwill associated with any of the foregoing;

(vii) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Igarashi or the Lender for past, present and future infringements of any of the foregoing; and

(viii) All products and proceeds of the foregoing Collateral. For purposes of this Security Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

3. Obligations. The obligations secured by this Security Agreement shall consist of all obligations, indebtedness and liabilities of Igarashi to Lender, including, without limitation, under the Guaranty (whether principal, interest, fees or otherwise now existing or hereafter arising, and whether voluntary or involuntary, whether or not jointly owed with others, whether direct or indirect, absolute or contingent, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, whether or not from time to time decreased or extinguished and later increased, created or incurred and whether or not extended, modified, rearranged, restructured or replaced, including, without limitation, modifications to interest rates or other payment terms of such debts, obligations and liabilities).

4. Representations and Warranties. In addition to any representations and warranties of Igarashi set forth in the Guaranty and any other agreement, which are incorporated herein by this reference, Igarashi hereby represents and warrants that:

(a) Authority. Igarashi has authority, and has completed all proceedings and obtained all approvals and consents necessary, to execute, deliver and perform this Security Agreement and the transactions contemplated hereby;

(b) No Default or Lien. Such execution, delivery and performance will not contravene, or constitute a default under or result in a lien upon any property of Igarashi pursuant to any applicable law or regulation or any contract, agreement, judgment, order, decree, or other instrument binding upon or affecting Igarashi;

(c) Enforceability. This Security Agreement constitutes a legal, valid and binding obligation of Igarashi, enforceable in accordance with its terms (except as enforceability may be affected by bankruptcy, insolvency or other similar laws affecting the enforcement of creditor's rights), and this Security Agreement grants to the Lender a valid and enforceable lien on the Collateral, and upon the filing of all appropriate financing statements, the security interest of the Lender in the Collateral shall constitute a security interest prior to all liens.

(d) No Litigation. There is no action, suit or proceeding pending or, to the best knowledge of Igarashi after reasonable investigation, threatened against Igarashi which is reasonably likely to adversely affect its property or financial condition or the Collateral in any material respect;

(e) Ownership of Collateral. Igarashi is the sole owner of and has good and marketable title to the Collateral (or, in the case of after-acquired Collateral, at the time the Debtor acquires rights in the Collateral, will be the sole owner thereof);

(f) Priority. No person has (or, in the case of after-acquired Collateral, at the time Igarashi acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other lien or charge) in, against or to the Collateral;

(g) Accuracy of Information. All information heretofore, herein or hereafter supplied to the Lender by or on behalf of Igarashi with respect to the Collateral is true and correct in all material respects; and

(h) Schedule 1. Schedule 1 attached hereto sets forth an accurate and complete list of all patents owned by the Igarashi which are registered (or pending for registration) with the United States Patent and Trademark Office.

(i) Schedule 2. Schedule 2, attached hereto sets forth an accurate and complete list of all trademarks and service marks owned by Igarashi which are registered (or pending for registration) with the United States Patent and Trademark Office.

5. Covenants and Agreements of Igarashi. In addition to all covenants and agreements of Igarashi set forth in the Agreement, and any other agreement with the Lender which are incorporated herein by this reference, Igarashi hereby agrees:

(a) Preservation of Collateral. To do all acts that are reasonably necessary to maintain, preserve and protect the Collateral;

(b) Use of Collateral. Not to use or permit any Collateral to be used unlawfully or in violation of any provision of this Security Agreement, any other agreement with the Lender or the applicable statute, regulation or ordinance or any policy of insurance covering the Collateral.

(c) Defense of Litigation. To appear in and defend any action or proceeding which may affect its title to or the Lender's interest in the Collateral;

(d) Updated Schedule 1. Agrees, on a quarterly basis, to provide to the Lender an updated Schedule 1 identifying any additional patents (or patents for which registrations are pending) of which the Debtor becomes the owner;

(e) Updated Schedule 2. Agrees, on a quarterly basis, to provide to the Lender an updated Schedule 2 identifying any additional trademarks and service marks (or trademarks and service marks for which registration are pending) of which Igarashi becomes the owner;

(f) Further Assurances. To procure, execute and deliver from time to time any endorsements, notifications, registrations, assignments, financing statements, and other writings deemed necessary or appropriate by the Lender to perfect, maintain and protect its security interest in the Collateral hereunder and the priority thereof, and to take such other actions as the Lender may reasonably request to protect the value of the Collateral and of the Lender's security interest in the Collateral, including, without limitation, provision of assurances from third parties regarding the Lender's access to, right to foreclose on or sell, the Collateral and right to realize the practical benefits of such foreclosure or sale; and

(g) Payment of Lender's Costs and Expenses. To reimburse the Lender upon demand for any costs and expenses, including, without limitation, attorneys' fees, which the Lender may incur while exercising any right, power or remedy provided by this Security Agreement or by law, all of which costs and expenses are included in the Obligations secured hereby.

6. Authorized Action by the Lender. Igarashi hereby agrees that from time to time, without presentment, notice or demand, and without affecting or impairing in any way the rights of the Lender with respect to the Collateral the obligations of the Igarashi hereunder or the Obligations, the Lender may, but shall not be obligated to and shall incur no liability to Igarashi or any third party for failure to take any act which Igarashi is obligated by this Security Agreement to do and to exercise such rights and powers as Igarashi might exercise with respect to the Collateral, and Igarashi hereby irrevocably appoints the Lender as its attorney-in-fact to exercise such rights and powers.

7. Default. A default ("Event of Default") under this Security Agreement shall be deemed to exist upon the occurrence of a default or on account of any of the Obligations, or the occurrence of an Event of Default under the Guaranty.

8. Remedies. Upon the occurrence and during the continuance of any such Event of Default, the Lender may, and without notice to or demand on Igarashi and in addition to all rights and remedies available to the Lender under any other agreement, do any one or more of the following:

(a) General Enforcement. Foreclose or otherwise enforce the Lender's security interest in any manner permitted by law, or provided for in this Security Agreement; and

(b) Sale, Etc. Sell, license or otherwise dispose of any Collateral at one or more public or private sales at the Lender's place of business or any other place or places including, without limitation, any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as the Lender may determine.

9. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Collateral. Subject to the rights of the Lender under this Security Agreement, it is the intention of the parties hereto that the Igarashi continue to own the Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Lender under this Security Agreement in and to the Collateral shall be released and terminated.

10. Collection of Collateral Payments Following the occurrence and during the continuance of an Event of Default, Igarashi shall, at its sole cost and expense, take all necessary action to cause payment to be made to Lender, when due and payable, of all sums due or to become due with respect to any Collateral, including without limitation license, royalty and fee payments due to Igarashi ("Collateral Payments" or a "Collateral Payment").

11. Cumulative Rights The rights, powers and remedies of the Lender under this Security Agreement shall be in addition to all rights, powers and remedies given to the Lender by virtue of any statute or rule of law, the Guaranty or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing the Lender's security interest in the Collateral.

12. Waive. Any waiver, forbearance or failure or delay by the Lender or any other secured party in exercising any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of the Lender shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by the Lender. Igarashi waives any right to require the Lender to proceed against any person or to exhaust any Collateral or to pursue any remedy in the Lender's power.

13. Setoff. Igarashi agrees that the Lender may exercise its rights of setoff with respect to the Obligations in the same manner as if the Obligations were unsecured.

14. Binding Upon Successors. All rights of the Lender under this Security Agreement shall inure to the benefit of their respective successors and assigns, and all obligations of Igarashi shall bind its heirs, executors, administrators, successors and assigns.


15. Entire Agreement Severability. This Security Agreement together with the security agreements executed in connection herewith and the Agreement, collectively, contain the entire security agreement between the Lender and Igarashi. If any of the provisions of this Security Agreement shall be held invalid or unenforceable, this Security Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly. Nothing contained in this Security Agreement is intended, nor shall be construed, to amend, modify, supersede, or affect in any way the fixed and floating charges and any other interest arising under the Agreement.

16. Choice of Law. This Security Agreement shall be construed in accordance with and governed by the laws of the State of California, and, where applicable and except as otherwise defined herein, terms used herein shall have the meanings given them in the Uniform Commercial Code of such state.

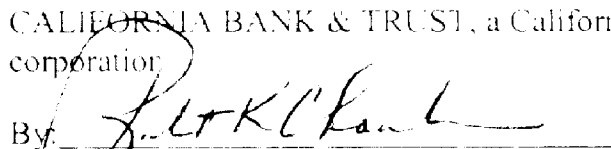
17. Amendment. This Security Agreement may not be amended or modified except by a writing signed by each of the parties hereto.

18. Addresses for Notices. All demands, notices and other communications to Debtor or the Lender provided for hereunder shall be in writing or by telephone, promptly confirmed in writing, Mailed, delivered or sent by telefacsimile, addressed or sent to it to the address or telefacsimile number, as the case may be, of Igarashi or the Lender set forth beneath such party's signature below, or to such other address as shall be designated by a party in a written notice to the other party. All such demands, notices and other communications shall, when mailed or sent by telefacsimile, be effective when deposited in the mails, delivered or so sent, as the case may be, addressed as aforesaid.

EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.



LAWRENCE Y. IGARASHI, an individual
Address: 32 Bel Flora
Las Flores, CA 92688
Telecopy: (949) 858-5587

CALIFORNIA BANK & TRUST, a California banking corporation
By: 

Name: Robert Chaulk
Title: Vice President
Address: Special Assets Department
401 W. Whittier Blvd., Suite 200
La Habra, CA 90631
Attn: Teri Ho
Telecopy: (562) 905-8614

LIST OF PENDING PATENT APPLICATIONS AND ISSUED PATENTS

PATENTS:

- BEA2.002 Case No. 582.1
GOLF CLUB WITH IMPROVED MOMENT OF INERTIA
Serial No. 07/402,061 Filed: 09/01/89
CIP of Application 301,634 Filed: 01/25/89
Patent No. 5,058,895 Issued: 10/22/91
Patentee: Lawrence Y. Igarashi
- BEA2.003 Case No. 583
Design for GOLF PUTTER HEAD
Serial No. 07/301,741 Filed: 01/25/89
Patent No. D318,702 Issued: 07/30/91
Patentee: Lawrence Y. Igarashi
- BEA2.007 Case No. 586
GOLF CLUB
Serial No. 06/493,732 Filed: 05/11/83
Patent No. 4,523,759 Issued: 06/18/85
- BEA2.018 Case No. 744
GOLF CLUB BAG
Serial No. 07/850,671 Filed: 03/11/92
Patent No. 5,178,273 Issued: 01/12/93
Patentee: Lawrence Y. Igarashi
- BEA2.033 Case No. 814
GOLF CLUB WITH FACEPLATE OF TITANIUM OR
OTHER HIGH STRENGTH, LIGHTWEIGHT MATERIALS
Serial No. 07/970,708 Filed: 11/03/92
Patent No. 5,407,202 Issued: 04/18/95
Patentee: Lawrence Y. Igarashi

- BEA2.054 Case No. 964
GOLF CLUB HEAD WITH INTEGRALLY CAST SOLE
PLATE AND FABRICATION METHOD FOR SAME
Serial No. 08/156,613 Filed: 11/23/93
Patent No. 5,398,746 Issued: 03/21/95
Patentee: Lawrence Y. Igarashi
- BEA2.068 Case No. 1034
GOLF WOOD CLUB HEAD FABRICATED FROM CAST HEAD SECTIONS
Serial No. 08/255,263 Filed: 06/07/94
Patent No. 5,518,240 Issued: 05/21/96
Patentee: Lawrence Y. Igarashi
- BEA2.069 Case No. 964 TAIWAN
GOLF CLUB HEAD WITH INTEGRALLY CAST SOLE
PLATE AND METHOD FOR FABRICATING SAME
Serial No. 83/06707 Filed: 07/22/94
Patent No. 089107
Assignee: None
ALLOWED TO LAPSE 8/99
- BEA2.073 Case No. 964.1 (Divisional Application)
GOLF CLUB HEAD WITH INTEGRALLY CASE SOLE PLATE
Serial No. 08/280,013 Filed: 07/25/94
Division of Serial No. 08/156,613
Patent No. 5,509,659 Issued: 04/23/96
Patentee: Lawrence Y. Igarashi
- BEA2.076 Case No. 1085.1
GOLF CLUB THAT PROVIDES ENHANCED BACKSPIN AND
REDUCED SIDESPIN AND METHODS OF MAKING SAME
Serial No. 08/315,185 Filed: 09/28/94
(Division from Serial No. 08/005,636)
Patent No. 5,437,088 Issued: 08/01/95
Patentee: Lawrence Y. Igarashi

BEA2.081 Case No. 1031.1
GOLF WOOD CLUB WITH SMOOTH GROOVE-FREE FACE
Serial No. 08/360,884 Filed: 12/21/94
Continuation-in-Part
of Serial No. 08/250,798 Filed: 05/27/94
Patent No. 5,480,153 Issued: 01/02/96
Patentee: Lawrence Y. Igarashi

BEA2.084 Case No. 1034.1
HIGH OUTPUT METHOD FOR PRODUCING
METAL WOOD GOLF CLUB HEADS
Serial No. 08/406,071 Filed: 03/17/95
Patent No. 5,706,566 Issued: 1/13/98
Patentee: Lawrence Y. Igarashi

BEA2.086 Case No. 1132
METAL WOOD GOLF CLUB WITH VIBRATION DAMPENER
Serial No. 08/461,574 Filed: 06/02/95
Patent No. 5,637,045 Issued: 6/10/97
Patentee: Lawrence Y. Igarashi

BEA2.089 Case No. 1132.1
GOLF CLUBS WITH ELASTOMERIC VIBRATION DAMPENER
Serial No. 08/502,262 Filed: 07/13/95
Patent No. 5,643,111 Issued: 7/1/97
Patentee: Lawrence Y. Igarashi

BEA2.091 Case No. 1031.2
GOLF WOOD CLUB WITH SMOOTH GROOVE-FREE FACE
Serial No. 08/578,156 Filed: 12/29/95
Patent No. 5,643,110 Issued: 7/1/97
Patentee: Lawrence Y. Igarashi

BEA2.095 Taiwanese Case No. 964.1 TAIWAN
FABRICATION METHOD FOR GOLF CLUB HEAD WITH
INTEGRALLY CAST SOLE PLATE
Serial No. 85107622 Filed: 06/24/96
Patent No. 089531
Assignee: None
ALLOWED TO LAPSE 8/99

CUB1.108 Application 1286
GOLF PUTTER WITH IMPROVED CONTRAST SIGHT LINE
Serial No. 08/978,369 Filed: 11/25/97
ABANDONED 2/99

CUB1.117 Application 1307
GOLF CLUB WITH HIGH REBOUND, HIGH STRENGTH
METAL FACE PLATE
Serial No. 09/133,309 Filed: 08/13/98
OFFICE ACTION MAILED JULY 14, 1999. DECISION HAS BEEN TAKEN
NOT TO RESPOND, AND TO ALLOW THE APPLICATION TO LAPSE
Assignee: Cubic Balance Golf Technology, Inc.

CUB1.125 Application 1385
WOOD-TYPE GOLF CLUB HEAD FABRICATED OF METAL SHEETS
Serial No. 09/156,700 Filed: 09/18/98
Response to Office Action Due 12/15/99
Applicant: Lawrence Y. Igarashi
Assignee: Lawrence Y. Igarashi

LIST OF PENDING TRADEMARK APPLICATIONS
AND TRADEMARK REGISTRATIONS

- BEA2.004 Case No. 584
U.S. Trademark CUBIC BALANCE
Serial No. 74/064,440 Filed: 05/31/90
Registration No. 1,691,710 Issued: 06/09/92
Registrant: Lawrence Y. Igarashi
- BEA2.005 Case No. 585
U.S. Trademark LARRY IGARASHI
Serial No. 73/464,320 Filed: 02/06/84
Registration No. 1,305,183 Issued: 11/13/84
Registrant: Lawrence Y. Igarashi
- BEA2.022 Case No. 803
U.S. Trademark PERFECTIONIST
Serial No. 74/318,186 Filed: 09/28/92
Registration No. 1,777,987 Issued: 06/22/93
Registrant: Lawrence Y. Igarashi
- BEA2.024 Case No. 805
U.S. Trademark BWX
Serial No. 74/318,189 Filed: 09/28/92
Registration No. 1,773,084 Issued: 05/25/93
Registrant: Lawrence Y. Igarashi
- BEA2.025 Case No. 806
U.S. Trademark FLORA
Serial No. 74/318,188 Filed: 09/28/92
Registration No. 1,777,988 Issued: 06/22/93
Registrant: Lawrence Y. Igarashi
- BEA2.026 Case No. 807
U.S. Trademark ALL-IN
Serial No. 74/318,190 Filed: 09/28/92
Registration No. 1,774,318 Issued: 06/01/93
Registrant: Lawrence Y. Igarashi

BEA2.027 Case No. 808
U.S. Trademark ALL-OUT
Serial No. 74/318,192 Filed: 09/28/92
Registration No. 1,774,320 Issued: 06/01/93
Registrant: Lawrence Y. Igarashi

BEA2.028 Case No. 809
U.S. Trademark STANDTALL
Serial No. 74/318,193 Filed: 09/28/92
Registration No. 1,771,631 Issued: 05/18/93
Registrant: Lawrence Y. Igarashi

BEA2.029 Case No. 810
U.S. Trademark EGGSHELL
Serial No. 74/318,191 Filed: 09/28/92
Registration No. 1,774,319 Issued: 06/01/93
Registrant: Lawrence Y. Igarashi

BEA2.032 Case No. 813
U.S. Trademark CERARIX
Serial No. 74/318,196 Filed: 09/28/92
Registration No. 1,771,632 Issued: 05/18/93
Registrant: Lawrence Y. Igarashi

BEA2.042 Case No. 871
U.S. Trademark COMPUTER MADE
Serial No. 74/353,261 Filed: 01/28/93
Registration No. 1,874,910 (Supplemental Register)
Issued: 01/17/95
Registrant: Lawrence Y. Igarashi

BEA2.046 Case No. 584 UK
U.K. Trademark CUBIC BALANCE
Filed: 10/27/93
Registration No. 1,551,757 Issued: 11/4/94
Registrant: Lawrence Y. Igarashi

BEA2.047 Case No. 584 GERMANY
German Trademark CUBIC BALANCE
Serial No. J 29 979/28 WZ Filed: 10/28/93
Registration No. 2,075,155
Date of Registration: 08/17/94
Registrant: Lawrence Y. Igarashi

BEA2.048 Case No. 584 SWITZ
Swiss Trademark CUBIC BALANCE
Serial No. 11388/1993.3 Filed: 10/27/93
Registration No. 416,069
Registrant: Lawrence Y. Igarashi

BEA2.049 Case No. 584 ITALY
Italian Trademark CUBIC BALANCE
Serial No. M193C 007835 Filed: 11/16/93
Registration No. 678,345
Registrant: Lawrence Y. Igarashi

BEA2.050 Case No. 584 FRANCE
French Trademark CUBIC BALANCE
Registration No. 93492034 Issued: 11/15/93
Registrant: Lawrence Y. Igarashi

BEA2.051 Case No. 584 SPAIN
Spanish Trademark CUBIC BALANCE
Serial No. 1790624 Filed: 11/22/93
Registrant: Lawrence Y. Igarashi

BEA2.052 Case No. 584 AUSTRIA
Austrian Trademark CUBIC BALANCE
Serial No. 5359/93 Filed: 11/10/93
Registration No. 152 770 Issued: 05/25/94
Registrant: Lawrence Y. Igarashi

BEA2.056 Case No. 976
Trademark MPF
Serial No. 74/474,862 Filed: 12/28/93
Registration No. 2,164,210 Issued: 06/09/98
Registrant: Lawrence Y. Igarashi

BEA2.060 Case No. 584 CANADA
Canadian Trademark CUBIC BALANCE
Serial No. 746135 Filed: 01/24/94
Registration No. 444,326 Dated: 06/23/95
Registrant: Lawrence Y. Igarashi

BEA2.062 Case No. 1011
Trademark LOGO (CUBIC BALANCE)
Serial No. 74/503,471 Filed: 03/16/94
Registration No. 1,877,751 Issued: 02/07/95
Registrant: Lawrence Y. Igarashi

BEA2.079 Case No. 1095 UK
UK Trademark MEGAHIT-GO
Serial No. 2000450 Filed: 11/03/94
Registration No. 2000450
Registrant: Lawrence Y. Igarashi

BEA1.087 Case No. 1133
Trademark MEGA-SIZE
Serial No. 74/656,342 Filed: 04/05/95
Registration No. 1,975,521 (Supplemental Register)
Issued: 05/21/96
Registrant: Lawrence Y. Igarashi

CUB1.111 Case No. 1291
Trademark PASSAGE
Serial No. 75/293,802 Filed: 02/24/98
Registration No. 2,158,965 Issued: 05/19/98
Registrant: Cubic Balance Golf Technology, Inc.
Assignee: Lawrence Y. Igarashi

CUB1.127 Case No. 1409
Federal Trademark TIZIRC
Filed: 05/06/99
Response to Office Action due 3/13/2000
Applicant: Lawrence Y. Igarashi

CUB1.122 Case No. 1371
Trademark EASYAIR
Serial No. 75/529,110 Filed: 07/31/98
Registration No. 2,267,311 Issued: 8/3/1999
Registrant: Cubic Balance Golf Technology, Inc.
Assignee: Lawrence Y. Igarashi

CUB1.135 Case No. 1420
Federal Trademark INFLATER
Filed: 06/02/99
Response to Office Action due 3/20/2000
Applicant: Lawrence Y. Igarashi

Phillip R. Nicholson*
Lawrence Tephin
Ronald I. Silverman*
Mario Camara
George D. Calkins, II
John H. Kuhl
Arthur O. Spaulding, Jr.
Jeffrey Lapota
John S. Miller, Jr.
Kenneth B. Bley
Ira J. Waldman
John F. Nicholson
Charles E. Noneman
Marlene D. Goodfried
Jeffrey D. Masters
Robert D. Infelise
Tamar C. Stein
Douglas P. Snyder
Gary A. Glick
Lora Lee Moore
Lewis G. Feldman
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Camellia Kuo Schuk
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Robert P. Doty
Stuart I. Block
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Adam B. Weissburg
Jeffrey A. Gagliardi
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Robert M. Haight, Jr.
Richard J. Kaiser
Anne-Marie Reader
Perry S. Hughes
Veronica P. Davies
Judy Man-Ling Lam
Edward F. Quigley III
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Hans Lauterbach
Mitchell Poole
Carolyn Yashari Becher
Ceide Zapparoni
Kimberly Kesler Chytraus
Joel L. Rietz

COX, CASTLE & NICHOLSON LLP

A Limited Liability Partnership Including Professional Corporations

LAWYERS

2049 Century Park East

Twenty-Eighth Floor

Los Angeles, California 90067-3284

Telephone (310) 277-4222

Facsimile (310) 277-7889

www.ccnlaw.com

June 2, 2000

George M. Cox
(Retired)

Richard N. Castle
(1932-1992)

Senior Counsel

Edward C. Dygert
David S. Rosenberg
Susan S. Davis
Samuel H. Weissbard
Timothy M. Triux
Bruce J. Galtani
James M. A. Murphy

Orange County Office

19800 MacArthur Boulevard

Suite 600

Irvine, California 92612-2000

(949) 476-2111 • (310) 284-1877

Facsimile (949) 476-0250

San Francisco Office

505 Montgomery Street

Suite 1850

San Francisco, California 94101-2585

Telephone (415) 296-9900

Facsimile (415) 397-1090

OUR FILE NO:

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WRITER'S DIRECT DIAL NUMBER

310.284.2265

WRITER'S E-MAIL ADDRESS

tlegg@ccnlaw.com

VIA OVERNIGHT DELIVERY

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Very truly yours,



Tina A. Legg-Belossi
Paralegal

TAL/lm

Enclosures

TALEGG/35627/842839v1

cc: Teri Ito (w/o encls.)

Randy P. Orlik, Esq. (w/o encls.)

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COX, CASTLE & NICHOLSON LLP
RANDY P. ORLIK, ESQ.
2049 CENTURY PARK EAST
SUITE 2800
LOS ANGELES, CA 90067



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