

02-01-2001

FORM PTO-1594

1-26-01



U.S. Department of Commerce

(Rev. 6-93)

Patent and Trademark Office

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

101604157

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

1. Name of conveying party(ies):

SONORA GOLF CO., LTD.

Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State (Arizona)
Other 0

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

3. Nature of conveyance:

[X] Assignment Merger
Security Agreement Change of Name
Other

Execution Date: July 13, 1998

Effective Date: June 1, 1998

2. Name and address of receiving party(ies):

Name: GOLFSMITH INTERNATIONAL, INC.

Internal Address:

Street Address: 11000 North IH-35

City: Austin State: TX Zip: 78753

individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Delaware
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s): (1,987,306)

Additional numbers attached? Yes No

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

Name: William D. Raman, Esq.

Internal Address: Thompson & Knight L.L.P.

Street Address: 1200 San Jacinto Center, 98 San Jacinto Blvd.

City: Austin State: Texas Zip: 78701-4081

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00
[\$40 for 1st...\$25 each additional]

[X] Enclosed
Authorized to be charged to deposit account if check insufficient or inadvertently omitted

8. Deposit account number: 20-0821/021799.105010/WDR
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William D. Raman
Name of Person Signing

Signature

1/23/01
Date

Total number of pages including cover sheet, attachments and documents: 3

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

BOX ASSIGNMENT

Commissioner of Patents and Trademarks
Washington, D.C. 20231

02/01/2001 DBYRNE 00000014 1987306

01 FC:481

40.00 OP

CERTIFICATE OF MAILING
37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the date below:

1/23/01
Date

Signature
William D. Raman

021799 000001 Austin 150862.1

TRADEMARK
REEL: 002227 FRAME: 0400

ASSIGNMENT

This Assignment is made effective as of June 1, 1998 ("Effective Date"), by Sonora Golf Co., Ltd., a ARIZONA corporation (Assignor") and Golfsmith International, Inc., a Delaware corporation ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee, and Assignee hereby accepts such assignment of all of Assignor's right, title and interest in and to the trademark "Sonora Golf Co." (U.S. Reg. No. 1,987,306). Furthermore, Assignor agrees to abandon and discontinue use of the trademark effective as of the Effective Date.

2. **Third Party Consents.** To the extent that Assignor's rights in the trademark may not be transferred in accordance with the terms of this Assignment without the consent of another person, which consent has not been obtained prior to the Effective Date, this Assignment shall not constitute a breach thereof or be unlawful. If any such consent shall not be obtained or if any attempted assignment of transfer would be ineffective or would impair Assignor's rights in the trademark so that Assignee would not in effect acquire the benefit of all such rights, Assignor, at Assignee's sole expense to the maximum extent permitted by law, and by the terms of any such agreement, shall act for one year after the Effective Date as Assignee's agent to obtain for Assignee, their successors or assigns, the benefits thereunder and shall cooperate, to the maximum extent permitted by law and by the terms of such agreement with Assignee, its successors and assigns in any other reasonable arrangement designed to provide such benefits to Assignee.

3. **Successors and Assigns.** All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

4. **Further Assurance.** Assignor shall execute and deliver to Assignee such other and further instruments of transfer, assignment and conveyance and all other notices, releases, acquittances and other documents as may be necessary more fully to transfer, assign and convey and to invest in Assignee the interests in the trademark hereby transferred, assigned and conveyed or intended so to be. If Assignor dissolves within one year following the date of this Agreement, effective as of the such dissolution, hereby irrevocably

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appoints Assignee or their substitute as its attorney-in-fact to carry out the provisions of this paragraph. The power of attorney granted herein shall be deemed to be coupled with an interest, and shall be irrevocable. Any person dealing with Assignee may conclusively presume and rely upon the fact that any such instrument executed by Assignee is valid and binding upon Assignor without further inquiry.

5. Binding Effect. This Assignment shall be binding upon the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

SIGNED AND DELIVERED this 13 day of July, 1998.

SONORA GOLF, LTD.,

a Arizona corporation

By: [Signature]

Name: Mike Snyder

Title: Member

APPROVED AND ACCEPTED:

GOLFSMITH INTERNATIONAL, INC.
a Delaware corporation

By: [Signature: Curtis S. Young]

Name: Curtis S. Young

Title: Vice President of Operations