

05-09-2001

Form PTO-1594 RECOR
TR



U.S. Department of Commerce
Patent and Trademark Office

101709535

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

1. Name of conveying party(ies): **5-101**
 Pride Golf Tee Company
 Individual(s) Association
 General Partnership Limited
 Corporation-State Florida Partnership
 Other:
 Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 1, 2001

2. Name and address of receiving party(ies):
 Name: Pride Manufacturing Company, LLC
 Internal Address:
 Street Address: 187 Water Street, P. O. Box 237
 City: Guilford State: ME Zip: 04443
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other A Wisconsin LLC
 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 names(s) & address(es) attached?
 Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 SEE ATTACHED EXHIBIT A
 Additional numbers attached?

B. Trademark registration No.(s)
 SEE ATTACHED EXHIBIT A
 Yes No **75552803**

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian G. Gilpin
Godfrey & Kahn, S.C.
 Internal Address:
 Street Address: 780 N. Water Street
 City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:.....[5]
 7. Total fee (37 CFR 3.41):\$ 140.00
 Enclosed
 Authorized to be charged to deposit account for any deficiencies
 8. Deposit account number: 07-1509
 (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.

Brian G. Gilpin
 Name of Person Signing

Signature


May 1, 2001
 Date

Total Number of pages, including cover sheet and attachments: [3]

MW513099_1.DOC
 05/09/2001 GT0M11 00000153 75552803
 01 FC:481 40.00 DP
 FC:482 100.00 DP

TRADEMARK
REEL: 002290 FRAME: 0323

EXHIBIT A
TRADEMARKS

MARK	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
STEP-DOWN	75,552,803	09/14/98	Pending	Pride Golf Tee Company
QUARTERMARK	2,224,419	02/16/99	Registered	Pride Golf Tee Company
ProSlim	2,344,434	04/25/00	Registered	Pride Golf Tee Company
	2,363,581	07/04/00	Registered	Pride Golf Tee Company
QUARTERMOR	2,185,015	08/25/98	Registered	Pride Golf Tee Company

TRADEMARK ASSIGNMENT

This is an AGREEMENT by and between **PRIDE MANUFACTURING COMPANY, LLC**, a Wisconsin limited liability company (the "Assignee") and **PRIDE GOLF TEE COMPANY**, a Florida corporation (the "Assignor").

WHEREAS, Assignor, Assignee, Pride Manufacturing Company, Pride Management Company, Stanley G. Pride, Robert B. Pride, Shirley P. Ellis, Vandy E. Hewett, William R. Ellis, and Gregory P. Ellis have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement");

WHEREAS, Assignor has used and owns all right, title, and interest in and to the trademarks set forth on the attached Exhibit A (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Trademarks and any applications and registrations therefore, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof,

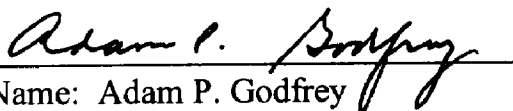
NOW, THEREFORE, for the good and valuable consideration stated in the Purchase Agreement, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest in and to the Trademarks and any registrations or applications therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all right, title, and interest in and to the Trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the day, month and year written below.

PRIDE MANUFACTURING COMPANY, LLC

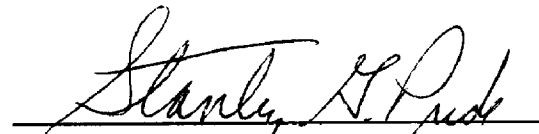
PRIDE GOLF TEE COMPANY



Name: Adam P. Godfrey

Title: Chairman

Date: April 1, 2001



Name: Stanley G. Pride

Title: Chairman

Date: April 1, 2001