OIPE JC139 OCT 25 2001 PATENT & TRADEMARK OFFICE

10-2501

03-05-2002

102002236

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 6/31/2002)

Tab settings ⇨ ⇨ ⇨

RECORDATION FORM CC TRADEMARKS

Resubm

MERCE
k Office

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

1. Name of conveying party(ies):
Orlimar Golf Equipment Company LLC now known as Orlimar Golf Company

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)
Name: LaSalle Bank National Association
Internal Address: Asset Based Lending
Street Address: 135 South LaSalle Street
City: Chicago State: IL Zip: 60603

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☒ Other National Bank Association

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: *Trademark

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement*
- ☐ Change of Name
- ☐ Other _____

Execution Date: April 8, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
See attached list

Additional number(s) attached ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Hilde Campbell LaSalle Bank National Association
Internal Address: Asset Based Lending Suite 425
Street Address: 135 South LaSalle St4reet
City: Chicago State: IL Zip: 60603

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

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.

Hilde Campbell
Name of Person Signing

Hilde Campbell
Signature

01-10-2002
~~June 19, 2001~~
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/29/2001 TDIAZ1 00000230 76089170

01 FC:481 40.00 OP
02 FC:482 400.00 OP

AMENDMENT NO. 1 TO SCHEDULE A

TRADEMARK NAME	FILING DATE	SERIAL NUMBER
SOS	July 14, 2000	76-089170
Fairway Mettle	June 4, 2000	76-043209
A Better Way To Play	April 24, 2000	76-036531
Because Its All About Distance	February 28, 2000	75-929490
SF 302+	February 28, 2000	75-929496
Trimetal Classic	November 15, 1999	75-848458
Plus+ Series	November 4, 1999	75-841265
Plus+	September 24, 1999	75-808287
Tape Measure Distance	September 23, 1999	75-808435
Pro Sealed	September 07, 1999	75-793421
Trimetal Tour	August 10, 1999	75-772965
A Passion For Performance	July 28, 1999	75-762292
Perfecting Performance	June 18, 1999	75-731933
Generations Of Golf Craftsmen	May 18, 1999	75-708641
None	May 10, 1999	75-701439
Take Your Game Beyond Titanium	April 30, 1999	75-694367
None	June 12, 1998	75-979231

OIPE JC139
OCT 25 2001
PATENT & TRADEMARK OFFICE

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment") to that certain Trademark Security Agreement dated as of April 8, 1999 (the "Trademark Security Agreement") made by Orlimar Golf Equipment Company LLC, a California limited liability company (the "Borrower") now known as Orlimar Golf Company, a Delaware corporation (the "Borrower"), in favor of LaSalle National Bank now known as LaSalle Bank National Association, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 (the "Lender") is made as of June 27, 2001.

WHEREAS, the Borrower and Lender are parties to that certain Loan and Security Agreement dated as of July 23, 1999, as it may be amended from time to time, pursuant to which the Lender has agreed to extend loans and certain other financial accommodations to the Borrower and the Borrower has granted to the Lender a security interest in substantially all of the Borrower's assets, including, without limitation, its trademarks, trademark applications, tradenames, service marks, service mark applications and goodwill (collectively, "Trademarks");

WHEREAS, the Trademark Security Agreement was duly recorded in the United States Patent and Trademark Office on May 8, 1999, Reel/Frame # 001962/0029, in the form attached hereto as Exhibit 1.

WHEREAS, since the date of the Borrower's execution of the Trademark Security Agreement, the Borrower has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with Section 5 of the Trademark Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule A as referred to in the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks scheduled on Amendment No. 1 to Schedule A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, the Borrower and the Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

Orlimar Golf Equipment Company LLC now known as Orlimar Golf Company

By _____

Its CHIEF FINANCIAL OFFICER

By: _____
William Kirkendall

Its: President

Agreed and Accepted this 3rd day of OCTOBER, 2001

LaSalle National Bank now known as LaSalle Bank National Association

By _____

Its Vice President

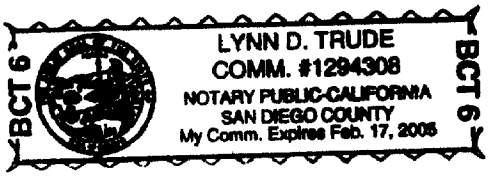
(m:\dept\abl\abllegal\orlimar\loandocs\trademarkamendment)hc
5/17/01 10:25:00 AM

TRADEMARK
REEL: 002454 FRAME: 0171

ACKNOWLEDGMENT

STATE OF California)
)SS.
COUNTY OF San Diego)

The foregoing Amendment No. 1 to Trademark Security Agreement was executed and acknowledged before me this 3rd day of October, 2001, by William Kirkendall, ~~personally known~~ identified to me to be the President of Orlimar Golf Company, a Delaware corporation, on behalf of such corporation.



Lynn D Trude
Notary Public

San Diego County, _____

My Commission Expires: 02-17-05

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)SS.
COUNTY OF SAN DIEGO)

The foregoing Amendment No. 1 to Trademark Security Agreement was executed and acknowledged before me this 31ST day of AUGUST, 2001, by ROBERT GRANT BRISACHER, ~~personally known~~ IDENTIFIED to me to be the CHIEF FINANCIAL OFFICER of Orlimar Golf Company, a Delaware corporation, on behalf of such corporation.

Ramesh Keshav
Notary Public

CALIFORNIA County, SAN DIEGO

My Commission Expires:

June 27, 2005

RAMESH KESHAV
Commission # 1310084
Notary Public - California
San Diego County
My Comm. Expires Jun 27, 2005

1941.055

122214.v01 6/27/01 9:27 AM trademarkamendment

ACKNOWLEDGMENT

STATE OF Illinois)
)SS.
COUNTY OF Cook)

I, Hilde Campbell, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Richard Pierce, the Vice President of **LaSalle Bank National Association**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of October, 2001.

Hilde Campbell.
Notary Public

_____ County, _____

My Commission Expires:

"OFFICIAL SEAL"
HILDE CAMPBELL
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 04/17/2004

EXHIBIT 1

COPY OF RECORDED TRADEMARK SECURITY AGREEMENT

SCHEDULE A

TRADEMARK REGISTRATIONS