

09-12-2002



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To the Honorable

102219159

d the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ram Golf Corporation

- Individual(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: December 29, 1997

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

Teardrop Ram Golf Company
8350 North Lehigh Avenue
Morton Grove, Illinois 60053

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation: Delaware
- Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

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

A. Trademark Application No.(s):

B. Trademark Reg. No.(s):

Additional number(s) attached Yes No

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

Harriet E. Perkins, Esq.
Drinker Biddle & Reath LLP
1000 Westlakes Drive, Suite 300
Berwyn, PA 19312

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number:

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

Attorney Docket No. 144223

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02 FC:482 125.00 OP

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.

Harriet E. Perkins
Name of Person Signing

Harriet E. Perkins
Signature

9/11/02
Date

Total number of pages including cover sheet, attachments and document: 6

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

**Recordation List of the Trademarks for the
Ram Golf Corporation Assignment to Teardrop Ram Golf Company**

Registrations

1,061,775
1,307,226
1,326,099
1,186,955
1,186,954
1,247,780

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT, is made as of this 29th day of December, 1997, between **TEARDROP GOLF COMPANY** (hereinafter referred to as "Teardrop Golf"), a corporation duly organized under the laws of the State of Delaware, with a principal place of business at 1080 Lousons Road, Union, New Jersey 07083 **TEARDROP RAM GOLF COMPANY** (hereinafter referred to as "Teardrop Ram Golf"), a corporation duly organized under the laws of the State of Delaware, with a principal place of business at 1080 Lousons Road, Union, New Jersey 07083; **RAM GOLF CORPORATION**, (hereinafter referred to as "Ram Golf"), a corporation duly organized under the laws of the State of Delaware, with a principal place of business at 2020 Indian Boundry Drive, Melrose Park, Illinois 60160; and **JAMES R. HANSBERGER**, an individual (hereafter "Hansberger").

1. ASSIGNMENT

WHEREAS, **RAM GOLF** is the owner of certain rights in trademarks registered or pending in the United States Patent and Trademark Office (USPTO), as well as other registered or pending trademarks in countries other than the United States, all as more fully set forth in Exhibit A attached hereto;

WHEREAS, **RAM GOLF** is the owner of certain rights in common law trademarks used in the United States and other countries, all as more fully set forth in Exhibit B attached hereto;

and

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WHEREAS, RAM GOLF is the owner of certain United States patents and patent applications pending in the USPTO, as well as other issued patents and pending patent applications in other countries, all as more fully set forth in Exhibit C attached hereto.

WHEREAS, Teardrop RAM GOLF is desirous of acquiring the right title and interest to those trademarks, patents and patent applications set forth in Exhibits A, B and C referenced above.

NOW, THEREFORE, for good and valuable consideration, part of which includes the execution and delivery of an Asset Purchase Agreement, of even date herewith, among Teardrop Golf, Teardrop Ram Golf, Ram Golf and Hansberger (the "Asset Purchase Agreement"), pursuant to which Ram Golf is conveying certain other assets to Teardrop Ram Golf, receipt of which is hereby acknowledged, Ram Golf does hereby sell, assign and transfer unto Teardrop Ram Golf all of the right, title and interest possessed by Ram Golf in and to the marks listed in Exhibits A and B, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, together with the good will of the business symbolized by all of such marks and the registrations thereof.

AS part of the aforementioned good and valuable consideration, receipt of which is hereby acknowledged, Ram Golf does further hereby sell, assign and transfer unto Teardrop Ram Golf all of Ram Golf's right, title and interest in and to the inventions, patents and patent applications listed in Exhibit C, and any continuations, divisionals, and reissues thereof, the same to be held and enjoyed by Teardrop Ram Golf for its own use and enjoyment, and for the use of

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its successors, assigns or other legal representatives, to the end of the term or terms for which said patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by Ram Golf, if this assignment and sale had not been made; together with all claims for damages by reason of past and present infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment.

AND, Ram Golf hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patents of the United States on said inventions or resulting from said applications and any continuations, divisionals and reissues thereof to Teardrop Ram Golf as the assignee of the entire interest and hereby covenants that it has full rights to convey the entire interest herein assigned, and that it has not executed and will not execute any agreements inconsistent herewith.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of
the day and year first above written.

TEARDROP GOLF COMPANY

By: R. Slueker
Name: Rudy Slueker
Title:

TEARDROP RAM GOLF COMPANY

By: R. Slueker
Name: Rudy Slueker
Title:

RAM GOLF CORPORATION

By: James R. Hansberger
Name: James R. Hansberger
Title:

JAMES R. HANSBERGER

By: James R. Hansberger
Name: James R. Hansberger
Title: