

09-13-2002

SUBSTITUTE FORM PTO 1594  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102220648

To the Honorable Commissioner of Patents and Trademarks

with the attached original documents or copy thereof.

1. Name of conveying party(ies): 19 19 09  
First Union National Bank (successor to CoreStates Bank, N.A.)

- 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: Release of Security Interest
- Merger
- Change of Name

Execution Date: August 30, 2002

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

Teardrop 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): SEE SCHEDULE A

Additional numbers 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  
One Logan Square  
18<sup>th</sup> and Cherry Streets  
Philadelphia, PA 19103-6996

Attorney Docket No. 144223

6. Total number of applications and registrations involved 45

7. Total fee (37 CFR 3.41) \$1,140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

DO NOT USE THIS SPACE

9. 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

September 4, 2002  
Date

Total number of pages including cover sheet, attachments and document: 4

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

Do not detach this portion

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

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

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TRADEMARK  
REEL: 2580 FRAME: 0638

FINANCE SECTION  
RECORDS  
AM 8:25

**SCHEDULE A**

<b><u>MARK</u></b>	<b><u>REGISTRATION NO.</u></b>
ONLY 1	2,180,845
ARMOUR CLASSIC	2,110,001
ARMOUR	2,113,010
ARMOUR and Design	2,111,384
TOMMY GUN and Design	2,056,184
HOT SCOT	1,947,706
855 SILVER SCOT (and Design)	1,893,698
855 SILVER SCOT (and Design)	1,941,469
855	1,902,210
855	1,964,435
845 SILVER SCOT (and Design)	1,731,301
845	1,767,509
HEATER	1,753,325
EXCULPATOR	1,694,628
G-FORCE	1,653,168
ZAAP	1,623,124
845	1,543,713
835	1,542,715
DYNAMIC FITTING SYSTEM	1,556,974
E.Q.L.	1,509,379
CAVITY BALANCED	1,531,013
SOFT SCOT	1,506,052
TOUR STEP	1,495,236
GRFAT SCOT	1,766,849
GOLDEN SCOT	1,487,622
CONCEPT 2	1,428,597
FLOW WEIGHTED	1,429,431
TOMMY ARMOUR	1,379,348
SILVER SCOT	1,336,904
635 CAM SOLE	1,311,242
S-20	1,217,676
EMBLEM	1,207,415
D-20	1,208,680
EASY OUT	1,208,679
SAND GENIE	1,244,668
Design (Butterfly)	1,046,908
TUFHORSE and Design	399,196
TUFHORSE and Design	396,807
TOMMY ARMOUR and Design	542,862
SCRAMBLER	783,968
Design (Tear Sparkle)	2,134,594
COUNTRY CLUB	693,126
CONTROL THE ROLL	2,327,041
SPIN MASTER	2,070,668
TEARDROP	1,758,499

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE dated August 30, 2002 (this "Release") is made by FIRST UNION NATIONAL BANK (as successor in interest to CORESTATES BANK, N.A.), a National Banking Association with a place of business at 370 Scotch Road, Pennington, New Jersey 08534 ("Secured Party") of a Trademark Collateral Security Agreement dated November 10, 1997, and recorded on December 29, 1997 in the records of the United States Patent and Trademark Office at Trademark Reel 1671, Frame 0235 (the "Trademark Agreement"), among TEARDROP GOLF COMPANY (as successor by merger to Teardrop Putter Corporation), a Delaware corporation, TEARDROP ACQUISITION CORP., a Delaware corporation (collectively referred to herein as the "Debtor") and the Secured Party;

**WITNESSETH:**

WHEREAS, pursuant to the Trademark Agreement, the Debtor granted to the Secured Party a security interest in certain of the Debtor's United States trademarks and trademark applications and/or registrations and, in particular, the trademarks set forth on the attached Schedule A (the "Trademarks");

WHEREAS, the Secured Party wishes to: (i) release all of its security interest covering the Trademarks; (ii) restore all right, title and interest in and to the Trademarks to the Debtor or his assignees; and (iii) to dissolve any and all liens and encumbrances respecting the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Trademarks, and discharges, quit claims and relinquishes unto the Debtor or his assignees (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and to the Trademarks.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

FIRST UNION NATIONAL BANK (AS  
SUCCESSOR IN INTEREST TO CORESTATES  
BANK, N.A.), as Secured Party

By: John D. Rooney  
Name: JOHN D. ROONEY  
Title: Director

STATE OF *Pennsylvania* :  
 :  
COUNTY OF *Philadelphia* :

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BEFORE ME, the undersigned Notary Public, on this 30th day of August, 2002 personally appeared John D. Rooney, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Director of First Union National Bank, the association therein named, and acknowledged to me that the instrument was signed on behalf of said association pursuant to appropriate authority for the purposes therein set forth and intending that this instrument be recorded.

*Barbara J. Consalvo*  
*Notary Public*

