

09-20-2002



102228629

SUBSTITUTE FORM PTO 1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):

Teardrop Golf Company

09.18.02

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

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- X Other: Asset purchase
- Merger
- Change of Name

Execution Date: December 1, 2000

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

Tommy Armour Golf Company  
36 Dufflaw Road  
Toronto, Ontario, CANADA M6A 2W1

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- X Corporation: Washington
- Other: \_\_\_\_\_

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

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

A. Trademark Application No.(s): 76/032,195

B. Trademark Reg. No.(s): 1,230,038 1,193,692  
1,964,435

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

Attorney Docket No. \_\_\_\_\_

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00  
X 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.

Harriet E. Perkins  
Name of Person Signing

*Harriet E. Perkins*  
Signature

9/13/02  
Date

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

09/19/2002 DBYRNE 00000239 76032195

01 FC:481  
02 FC:482

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

835919v1

IN RE: U.S. Trademark Registration No. 1,230,038

MARK: RAM LITE

ISSUED: March 8, 1983

OWNER: Tommy Armour Golf Company

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Drinker Biddle & Reath LLP, whose postal address is One Logan Square, 18<sup>th</sup> and Cherry Streets, Philadelphia, PA 19103-6996, is hereby designated as Owner's domestic representative upon whom notices or process in proceedings affecting the mark may be served.

**POWER OF ATTORNEY**

Applicant hereby appoints:

Arthur H. Seidel, a member of the bars of New York, Pennsylvania and the District of Columbia; Gregory J. Lavorgna, a member of the bars of Pennsylvania and the District of Columbia; Daniel A. Monaco, a member of the bars of Pennsylvania and New Jersey; Thomas J. Durling, a member of the bar of Pennsylvania; John J. Marshall, a member of the bar of Pennsylvania; Stephen J. Meyers, a member of the bars of New York and Pennsylvania; Nancy Rubner Frandsen, a member of the bar of Pennsylvania; Harriet E. Perkins, a member of the bars of Pennsylvania and the District of Columbia; Joseph R. DelMaster, Jr., a member of the bar of Pennsylvania; Robert E. Cannuscio, a member of the bars of Pennsylvania and Connecticut; Michael F. Snyder, a member of the bar of Pennsylvania; Susan F. Evans, a member of the bar of Pennsylvania and Cheryl L. Slipski, a member of the bars of Pennsylvania and Connecticut; with offices at One Logan Square, 18<sup>th</sup> and Cherry Streets, Philadelphia, PA 19103-6996 (Tel.: 215-988-2700), as our attorneys, with full power of substitution and revocation, to transact all business in connection with the above-referenced registration.

Date: Feb 13/02

TOMMY ARMOUR GOLF COMPANY

BY: [Signature]  
KERRY WASSERMAN

**ASSIGNMENT OF TRADEMARKS**

Pursuant to and subject to the terms and conditions of (i) that certain Asset Purchase Agreement dated as of December 1, 2000, as amended (the "Asset Purchase Agreement"), by and between Teardrop Golf Company, a Delaware corporation ("Assignor"), and Gen-X Sports Inc., a Delaware corporation, which has assigned its right to purchase certain of the assets of Seller to Tommy Armour Golf Company, a Washington corporation ("Buyer"), and (ii) the Order Authorizing Sale of Substantially All of the Debtor's Assets Free and Clear of Liens, Claims and Encumbrances entered on January 19, 2001 by the U.S. Bankruptcy Court for the District of Delaware, in relation to the case for Assignor pending under Title 11, U.S.C. Chapter 11 (the "Sale Order"), for value received as provided in the Asset Purchase Agreement and in the Sale Order, Assignor does hereby sell, assign, convey and transfer unto Assignee its entire right, title and interest in and to all trademarks and trademark applications owned or registered by Assignor including, but not limited to, those set forth on Exhibit A hereto (the "Trademarks"), and in any and all reissues, divisions, continuations, extensions or renewals thereof, the goodwill of the business symbolized by each of such Trademarks, and any and all proceeds of any of the foregoing, including, but not limited to, licenses, royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, and the right to sue for and collect the same, each to be held and enjoyed by Assignee for its own use and for the use of its legal representatives, successors and assigns, to the full end of the term for which the Trademarks are granted, as fully and entirely as if they would have been held by Assignor had this Assignment of Trademarks not been made. This Assignment may be executed in two counterparts, each of which shall be fully effective as an original and both of which together shall constitute one and the same instrument.

Assignor will execute such further instruments as may be reasonably requested by Assignee from time to time and as may be reasonably necessary or convenient to assure, complete and evidence the full and effective conveyance of the Trademarks transferred hereby.

Executed this 9<sup>th</sup> day of March, 2001

**TEARDROP GOLF COMPANY**

By: [Signature]  
Its: SR. VP

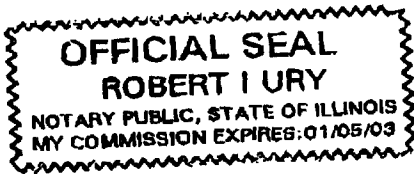
**ACCEPTED:**

**TOMMY ARMOUR GOLF COMPANY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF Illinois )  
COUNTY OF Cook ) SS

On this 9th day of March, 2001, before me, personally came John Zeravica, to me known, who being duly sworn, did depose and say that he/she is the Sr. VP Operations of TEARDROP GOLF COMPANY, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto on behalf of said corporation at his/her free act and deed.



[Signature]  
Notary Public  
My Commission Expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_ day of February, 2001, before me, personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say that he/she is the \_\_\_\_\_ of TOMMY ARMOUR GOLF COMPANY, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto on behalf of said corporation at his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ASSIGNMENT OF TRADEMARKS**

Pursuant to and subject to the terms and conditions of (i) that certain Asset Purchase Agreement dated as of December 1, 2000, as amended (the "Asset Purchase Agreement"), by and between Teardrop Golf Company, a Delaware corporation ("Assignor"), and Gen-X Sports Inc., a Delaware corporation, which has assigned its right to purchase certain of the assets of Seller to Tommy Armour Golf Company, a Washington corporation ("Buyer"), and (ii) the Order Authorizing Sale of Substantially All of the Debtor's Assets Free and Clear of Liens, Claims and Encumbrances entered on January 19, 2001 by the U.S. Bankruptcy Court for the District of Delaware, in relation to the case for Assignor pending under Title 11, U.S.C. Chapter 11 (the "Sale Order"), for value received as provided in the Asset Purchase Agreement and in the Sale Order, Assignor does hereby sell, assign, convey and transfer unto Assignee its entire right, title and interest in and to all trademarks and trademark applications owned or registered by Assignor including, but not limited to, those set forth on Exhibit A hereto (the "Trademarks"), and in any and all reissues, divisions, continuations, extensions or renewals thereof, the goodwill of the business symbolized by each of such Trademarks, and any and all proceeds of any of the foregoing, including, but not limited to, licenses, royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, and the right to sue for and collect the same, each to be held and enjoyed by Assignee for its own use and for the use of its legal representatives, successors and assigns, to the full end of the term for which the Trademarks are granted, as fully and entirely as if they would have been held by Assignor had this Assignment of Trademarks not been made. This Assignment may be executed in two counterparts, each of which shall be fully effective as an original and both of which together shall constitute one and the same instrument.

Assignor will execute such further instruments as may be reasonably requested by Assignee from time to time and as may be reasonably necessary or convenient to assure, complete and evidence the full and effective conveyance of the Trademarks transferred hereby.

Executed this 9th day of ~~February~~, 2001  
March

**TEARDROP GOLF COMPANY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACCEPTED:**

**TOMMY ARMOUR GOLF COMPANY**

By:   
Its: Kenneth J. Finkelstein, Chairman and Secretary


STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_ day of February, 2001, before me, personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say that he/she is the \_\_\_\_\_ of TEARDROP GOLF COMPANY, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto on behalf of said corporation at his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

PROVINCE  
STATE OF ONTARIO )  
COUNTY OF \_\_\_\_\_ ) SS

On this 14 day of February, 2001, before me, personally came K. FINKELSTEIN, to me known, who being duly sworn, did depose and say that he/she is the CHAIRMAN of TOMMY ARMOUR GOLF COMPANY, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto on behalf of said corporation at his/her free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: NA