

TRA



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102236447

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

1. Name of conveying party(ies):  
 FAMILY GOLF CENTERS, INC. 9-16-02

\_\_\_\_ Individual(s)                      \_\_\_\_ Association  
 \_\_\_\_ General Partnership              \_\_\_\_ Limited Partnership  
XX Corporation -  
 \_\_\_\_ Other \_\_\_\_\_

2. Name and address of receiving party(ies):  
 Name: GOLF OUTLETS OF AMERICA  
 Street Address: 4721 East Palm Canyon Drive  
 City: Palm Springs State: CA ZIP: 92264

\_\_\_\_ Individual(s) citizenship \_  
 \_\_\_\_ Association \_\_\_\_  
 \_\_\_\_ Limited Partnership \_  
X Corporation - California

Add'l name(s) of conveying party(ies) attached? Yes X No

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: \_\_\_\_ Yes XX No  
 (Designations must be a separate document from Assignment)

Execution Date: October 22, 1999

Additional name(s) & address(es) attached? \_\_\_\_ Yes X No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
76/294,079

B. Trademark Registration No.(s)

1,908,667	2,573,624	876,440
2,454,569	2,329,937	1,774,326
1,775,972	1,951,468	2,038,894
1,773,087	2,330,033	1,761,508
1,162,102	2,353,609	

Additional numbers attached? \_\_\_\_ Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Michael W. Hicks, Esq.  
 Internal Address:  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN  
 Street Address: 12400 Wilshire Boulevard  
Seventh Floor  
 City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: Sixteen (16)

7. Total fee (37 CFR 3.41) .....\$ 415.00  
X Enclosed  
X Authorized to be charged to deposit account

8. Deposit account number:  
02-2666

09/30/2002 IMMEDI 00000016 76294079

01 FCT481 40.00 OP  
02 FC-482 375.00 OP

DO NOT USE THIS SPACE

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:  
 Assistant Commissioner for Trademarks, 2900 Crystal Drive,  
 Arlington, VA 22202-3513, on 9-11-02  
 (Date of Deposit)

Michael W. Hicks, Esq.  9/11/02  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 36

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:  
 Assistant Commissioner for Trademarks, 2900 Crystal Drive,  
 Arlington, VA 22202-3513, on 9-11-02  
 (Date of Deposit)

Name of applicant, assignee, or Registered Rep.  
Danielle Giddis 9-11-02  
 Signature                      Date

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Contract" or "Agreement"), made as of this 21 day of <sup>December</sup> ~~November~~, 2001, by and between FAMILY GOLF CENTERS, INC., as debtor-in-possession, having an office at 538 Broad Hollow Road, Melville, New York 11747 ("Seller") and GOLF OUTLET OF AMERICA, having an office at 4721 East Palm Canyon Drive, Palm Springs, California 92264 ("Purchaser").

1. **AGREEMENT TO PURCHASE.** In consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (i) Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the trademarks and tradenames described in Exhibit "A" attached hereto, together with: (A) the right, if any, to recover for past infringement of said trademarks and (B) the goodwill of the business symbolized by the trademarks and in, to and under the registrations thereon (if and then only to the extent that any of the foregoing exist, as to which Seller makes no representations) (collectively, the "Property"). Purchaser acknowledges that the Property does not include the internet domain name "confidencegolf.com" or similar domain name and that Seller reserves all rights, if any, with respect thereto. Purchaser represents that execution, delivery and performance of this contract are within Purchaser's power and have been duly authorized by all necessary and proper action. Seller represents that execution, delivery and performance of this contract are within Seller's power and have been duly authorized by all necessary and proper action.

2. **PURCHASE PRICE.** The purchase price for the Property (the "Purchase Price") is ~~One~~ <sup>Eighty</sup> ~~Hundred~~ Thousand (\$80,000.00) Dollars, payable to Seller as follows:

(1) Eight Thousand (\$8,000.00) Dollars, upon execution and delivery of this Agreement by Purchaser; and

(2) Seventy-Two Thousand (\$72,000.00) Dollars, upon Closing, by good certified or bank check, payable to the direct order of Seller, or, at the request of Seller, by wire transfer to an account designated by Seller.

This Contract is not contingent upon Purchaser's ability to obtain financing, and in no event is this Contract subject to Purchaser obtaining financing from any third party.

3. CLOSING.

(a) The Closing shall take place in the office of Golenbock, Eiseman, Assor & Bell, 437 Madison Avenue, New York, New York, at 10:00 a.m. on a date specified by Seller which shall be no later than the tenth (10th) business day after entry of the order (the "Approval Order") of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") presiding over Seller's chapter 11 cases (captioned In re Randall's Island Family Golf Centers, Inc., et al., Case Nos. 00 B 41065 through 00 B 41196 (SMF) (the "Chapter 11 Cases")) authorizing and approving the sale and conveyance of the Property free and clear of all liens, claims and encumbrances (except Permitted Exceptions) pursuant to and in accordance with section 363(b) and (f) of title 11 of the United States Code (the "Bankruptcy Code").

(b) At Closing, Seller shall deliver the following to Purchaser:

(1) an assignment covering the Property, substantially in the form attached to this Agreement as Exhibit "B" (the "Assignment"); and

(2) a certified copy of the Approval Order.

4. CLOSING COSTS. At Closing, Purchaser shall pay all transfer, stamp, sales, personal property or similar state, federal or local tax attributable to the transfer of the Property to Purchaser by Seller.

5. DISCLAIMER OF WARRANTIES; "AS-IS" CONVEYANCE. (a) PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT

PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS, WHERE-IS" CONDITION WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED PURPOSE, OR THE STATUS OF ANY INTELLECTUAL PROPERTY, OF OR ON BEHALF OF SELLER. Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, sales brochure, due diligence information package or other literature, projection, pro forma statement, representation, guarantee or warranty (whether express or implied, or oral or written, material or immaterial) that may have been given by or made by or on behalf of or omitted by Seller with respect to (i) the quality, nature or adequacy of the Property, including, without limitation, the suitability or adequacy of the Property for any particular purpose; (ii) compliance with respect to the Property as to any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity; or (iii) the condition of title to or registration of the Property or the nature, status and extent of any right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to any of the Property.

(b) PURCHASER ACKNOWLEDGES TO, AND AGREES WITH, SELLER THAT WITH RESPECT TO THE PROPERTY, SELLER HAS NOT AND DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR WITH RESPECT TO THE VALUE, PROFITABILITY, RECORDATION, STATUS OR CONDITION OF THE PROPERTY OF SELLER OR OF ANY BUSINESS OR OPERATION USING, OR RELATING TO ANY OF THE PROPERTY.

(c) Purchaser acknowledges that it is Purchaser's responsibility to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property. Such inquiries and investigations may include, but shall not be limited to, any contracts pertaining to any of the Property, Seller, any business or operations conducted using or relating to any of the Property (the "Business"), recordation or registration of the Property or any of it, or the condition, location or marketability of the Property, Seller and/or any Business.

(d) Without in any way limiting the generality of the preceding subparagraphs "(a)" through "(c)", Purchaser specifically acknowledges and agrees that Purchaser hereby waives, releases and forever discharges any claim it has, might have in the future, had or may have against the Seller and/or Seller's agent with respect to the condition or status of the Property, Seller or the Business, either patent or latent, with respect to licenses or contracts for or relating to the use or operation of the Property, actual or potential income or profits derived or to be derived from the Property or the Business, taxes or assessments now or hereafter payable thereon, or in respect thereof, compliance with any laws, rules, regulations or requirements and any other state of facts which exist with respect to the Property, Seller or any Business.

(e) Purchaser hereby releases and forever discharges Seller, its employees, representatives, agents, sub-agents, successors and assigns from any and all claims for damages and other causes of action at law or equity for injury, destruction, loss or damage of any kind or character, to the Property, or both, the Business, and/or any of Purchaser's employees, agents and representatives arising out of or in any way relating to any of the foregoing matters referred to in this Section 5.

(f) Seller shall not be obligated to pay any sums or perform any work to or with respect to any of the Property or the Business including, but not limited to any work which may now or hereafter be required to cause the Property, or the Business to be in compliance with the requirements of any law, rule or regulation.

(g) The provisions of this Section 5 shall survive Closing or any termination of this Agreement.

6. **TITLE.** At Closing, Seller will convey and Purchaser agrees to accept such title to the Property as Seller has, with no representations or warranties whatsoever with respect thereto.

7. **ASSESSMENTS.** If as of the date hereof, the Property, or any part thereof, shall be or shall have been affected by an assessment or assessments, then Purchaser shall be responsible for payment of any such assessments against the Property and such assessments shall be paid by Purchaser as they become due. The provisions of this Section 7 shall be without prejudice to Purchaser's right to protest or contest any such assessment, and shall survive Closing.

8. **CONDITIONS PRECEDENT TO PURCHASER'S AND SELLER'S OBLIGATIONS TO CLOSE.**

(a) Purchaser's obligation to consummate the Closing hereunder is conditioned upon entry of the Approval Order at or prior to Closing.

(b) Seller's obligation to consummate the Closing hereunder is conditioned upon satisfaction of the following conditions at or prior to Closing:

(i) Purchaser shall have paid the entire Purchase Price in accordance with the terms of this Agreement; and

(ii) The Approval Order shall have been entered by the Bankruptcy Court. Seller shall use its best reasonable efforts to obtain the Approval Order. Purchaser agrees to fully cooperate with Seller in respect of such efforts.

(c) In the event that any of the above conditions are not satisfied at or prior to Closing, the party to this Contract whose obligations are conditioned upon the satisfaction of such conditions may terminate this Contract by notice delivered to the other party at or prior to Closing, provided however, if the failure to satisfy such condition is due to the default of the

party required to satisfy same, the other party may pursue its remedies under Section 10 of this Agreement. If this Contract is so terminated by either party pursuant to a right expressly given to it hereunder (and not by the default of the other party) then this Contract shall be deemed and be canceled, the Deposit shall be promptly returned to Purchaser and the parties shall have no further obligations under this Contract except for those which are expressly stated to survive the termination thereof. Seller shall not negotiate with any other potential purchasers for the sale of the Property unless and until this Contract is deemed either terminated or canceled, as provided herein, or until Purchaser is in default under this Contract.

9. **DEFAULT.** (a) Seller shall be in default hereunder if following notice to Seller, Seller shall fail to comply with or perform in the manner required in this Contract in any material respect any covenant, agreement or obligation on its part to be complied with or performed and such failure shall continue unremedied for fifteen (15) days after notice thereof from Purchaser. Except as hereinafter specifically provided to the contrary, if Seller shall be in default hereunder, Purchaser (in lieu of prosecuting an action for damages or proceeding with any other legal course of conduct, the right to bring such actions or proceedings being expressly and voluntarily waived by Purchaser, to the extent legally permissible, following and upon advice of its counsel) shall have the right (i) to seek to obtain specific performance of Seller's obligations hereunder, provided that any action for specific performance shall be commenced within ten (10) days after such default, or (ii) to promptly receive a return of the Deposit. If Purchaser fails to commence an action for specific performance within ten (10) days after such default, Purchaser's sole remedy shall be to receive a return of the Deposit. Upon such return and delivery, this Contract shall terminate and neither party hereto shall have any further obligations under this Contract other than those which are expressly stated to survive the termination thereof.

(b) Purchaser shall be in default hereunder if Purchaser shall fail to comply with or perform within the time limits and in the manner required in this Contract (or in any other contract or agreement between Purchaser and Seller or any affiliate of Seller) in any material respect any covenant, agreement or obligation on its part to be complied with or performed and

any conditions to the performance by Purchaser of its obligations hereunder have been satisfied. In the event of a default by Purchaser hereunder, Seller may terminate this Contract by notice to Purchaser at or prior to the Closing, in which event Seller shall be entitled to receive the Deposit as liquidated damages in full satisfaction of any claims against Purchaser hereunder; provided, however, that the foregoing shall not limit any claims that Seller may have against Purchaser based on Purchaser's failure to comply with any post-Closing obligation or any instrument delivered at Closing.

(c) As an inducement to Seller to enter into this Contract, Purchaser agrees that notwithstanding anything to the contrary expressly or by implication provided in this Contract, (i) TIME SHALL BE OF THE ESSENCE with respect to the performance by Purchaser of its obligations under this Contract by the dates and within the time periods set forth in this Contract, (ii) the failure of Purchaser to perform its obligations under this Contract by the dates and within the time periods set forth in this Contract shall be a material default under this Contract, and (iii) Purchaser shall not be entitled to any adjournment(s) of the times or dates by which Purchaser is required to perform its obligations under this Contract.

10. BROKERAGE. Purchaser represents to Seller that it has not dealt with any broker or finder in connection with this Contract or the transactions contemplated hereby. Purchaser acknowledges that Seller has retained Keen Realty Consultants Inc. ("Seller's Broker") as its broker and Seller shall pay the commissions due Seller's Broker, if any, due on account of this Agreement. The parties' obligations under this Section 10 shall survive the termination of this Contract.

11. OVERBID PROCEDURES. Seller and Purchaser acknowledge that, under the Bankruptcy Code, transfer of the Property is, and the respective obligations of Seller and Purchaser under this Contract are, subject to entry of the Approval Order. Seller and Purchaser acknowledge that to obtain such approval the Seller must demonstrate that it has taken reasonable steps to obtain the highest and best price possible for the Property, including, but not limited to, giving notice of the



transaction contemplated by this Contract to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Property to responsible bidders, entertaining higher and better offers from responsible bidders and, if necessary, conducting an auction.

12. MANNER OF PAYMENT. All checks to be delivered by or on behalf of Purchaser to Seller at Closing shall be drawn on a Federally or State chartered bank or savings and loan association, and shall be unendorsed, good certified checks of the Purchaser, or bank or teller's checks without restrictions, payable to the direct order of Seller or such person(s) or entity(s) as Seller may direct; provided, however, that, upon at least two (2) days prior notice from Seller, Purchaser shall pay such balance at Closing by wire transfer of funds pursuant to instructions given by Seller.

13. NOTICES. All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a nationally recognized overnight counter service to the addresses set forth next to the signature of each party below. A copy of all notices given hereunder shall also be delivered to Escrow Agent and to Golenbock, Eiseman, Assor & Bell, 437 Madison Ave., New York, New York 10022, Attention: Jonathan Flaxer, Esq. and Jonathan S. Hacker, Esq.

14. WAIVER. No failure or delay on the part of Seller in exercising any right of Seller, and no action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of an right of Seller set forth herein or a modification of any terms set forth herein.

15. ENTIRE AGREEMENT; AMENDMENT. This written Contract and any Exhibits attached hereto constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged, nor may any provision of this Contract be waived, except by an instrument in writing signed by Purchaser and an appropriate officer of Seller.

16. **HEADINGS.** The paragraphs or section headings herein are for convenience of reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope thereof.

17. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

18. **ASSIGNMENT.** Purchaser may not assign this Contract or Purchaser's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

19. **COUNTERPART EXECUTION.** This Contract may be executed in several counterparts each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. A fully executed facsimile copy of this Agreement shall be treated as an original.

20. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.

21. **GOVERNING LAW.** This Contract and the rights and obligations hereunder and the provisions hereof shall be governed by and construed in accordance with the federal law of the United States of America and in the absence of controlling federal law, in accordance with the laws of the state wherein the Intellectual Property, Raw Inventory and/or FF&E are located. All disputes arising out of or related to this Contract, including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof, will be resolved in the Bankruptcy Court and the parties hereto each submit to the exclusive jurisdiction of the Bankruptcy Court for the purposes of adjudicating any such dispute, to the extent that jurisdiction of the Bankruptcy Court is available.

22. NO RECORDATION. In no event shall Purchaser record this Contract or any memorandum hereof and any such recordation or attempted recordation shall constitute a breach of this Contract by Purchaser.

23. SURVIVAL. (a) Except as otherwise expressly provided in this Contract, no representations, warranties, covenants or other obligations of Seller set forth in this Contract shall survive Closing or termination of this Contract, and no action based thereon shall be commenced after Closing or termination of this Contract.

(b) The delivery of the Assignment by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this Contract to survive the Closing.

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

SELLER:  
FAMILY GOLF CENTERS, INC.

By: *Philip J. Sord*  
Name: *Philip J. Sord*  
Title: *CEO*

PURCHASER:

GOLF OUTLETS OF AMERICA, INC. *✓*

By: *Simon Millington*  
Name: *SIMON MILLINGTON*  
Title: *CEO*  
Tax Identification No. *33-0850972*

**EXHIBIT A**

**Schedule of Property**



Friday, January 04, 2001

Client: CCI Confidence Club, Inc.

### Client Status Report

Page 2

TradeMark Name	Class Number	Application Number/Date	Registration Number/Date	Attorney(s) Name Address	Due Date(s)
<b>CONFIDENCE</b>	113618-6	12-Jun-1995	309818 02-Oct-1996	JIS	12-Dec-2003
Indonesia					
Country Number:					
Classes: 28					
Goods:					
Class: 28					
Goods:					
Golf clubs.					

<b>CONFIDENCE</b>	Pending	13-Jun-1996		JIS	
Italy					
Country Number:					
Classes: 28					
Goods:					
Class: 28					
Goods:					
Golf clubs, head covers for golf clubs, golf bags, golf gloves					

Remarks:

140999: Letter from Spinnerville & Kushon re assignment of mark from BSW Golfquip; they wish draft assignment agreement and forward to us.

Class	Registered	Application Number/Date	Registration Number/Date	Attorney(s)	Due Date(s)
Class: 43	Registered	07-Jun-1995	02-Mar-1997	JIS	05-Mar-2006
Goods:					
Class: 43					
Goods:					
Golf clubs.					

*Handwritten signature/initials*

Friday, January 05, 2001  
Client: CGI Confidence Golf, Inc.

Client Status Report

Page: 3

Trademark Name Status Case Number Application Number/Date Registration Number/Date Attorney(s) Next Action(s) Due Date(s)

CONFIDENCE

Malaysia  
Country Number:

113638-7	Registered	US-Jan-1995	US-Jan-1995	JJS AJDI CR	Renewal Reminder - 2 Months	08-Apr-2005
113638-7	Pending	01-Dec-1990		JJS AJDI CR		

CONFIDENCE  
Singapore  
Country Number:

Classes: 28  
Goods: Golf clubs

Classes: 28  
Goods: Golf clubs

Remarks:  
Five years of consecutive use required to prevent other parties being able to challenge the mark.

Friday, January 05, 2001

Client: CCI Confidence Golf, Inc.

Client Status Report

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Trademark Name: \_\_\_\_\_ Status: \_\_\_\_\_ Application Number/Date: \_\_\_\_\_ Registration Number/Date: \_\_\_\_\_ Aliquots: \_\_\_\_\_ Next Action(s): \_\_\_\_\_ Due Date(s): \_\_\_\_\_

CONFIDENCE 113638-10 M 2181655 21-Aug-1998 JIS VAN 21-Aug-2003

Spain Withdrawn Owner: CCI Classes: 28 Class: 28 CR

Country Number: 010006 Class: 28

Remarks: Golf clubs and sporting articles, not covered in other classes.

Remarks: NEW Golfclub filed opposition.

03/09/99 - Letter instructing foreign associate to take no further action in this matter.

CONFIDENCE 113638-9 320273 JIS Renewal/Sec 8 Due in 1 Year 01-Apr-2003

Taiwan Registered Owner: CCI ADI CR

Country Number: \_\_\_\_\_ Class: \_\_\_\_\_ Golf clubs and golf head covers.



Friday, January 04, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

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Trademark Name: \_\_\_\_\_ (Due Dates)

CONFIDENCE

Thailand  
Country Number:

Case Number	Application Number/Date	Registration Number/Date	Allegations	Next Actions	Due Dates
113638-2500001	377314			JIS	
Pending	25-Dec-1998			ADI	
Owner: CGI				CR	
Classes: 28					
Goods:					
Class: 28					

Goods: Class: 28  
 Golf clubs; golf club heads; golf grips; golf bags; golf balls; golf gloves; tees; golf club covers; and golf ball retrievers.

Remarks: Trade Ref. No.: P01021-00004 TMI (202098)

4/20/01 - Per Associate, TMI Appeals Board issued final refusal to register R: 28 marks; check with client.

4/20/01 - Letter sent to client re Appeals Board's refusal to register R: 28 marks; awaiting client instruction.

CONFIDENCE

Thailand  
Country Number:

113638-2500001	377314	TMI00112	JIS	113-Renewal Due In 6 Mos.	24-Jun-2008
Registered	25-Dec-1998		ADI		
Owner: CGI			CR		
Classes: Intl: 18					
Goods:					
Class: 18					
Underclass(es):					

Remarks: 12/27/01 - Letter sent to client containing original Certificate of Registration, and advising term of registration.

10/18/99: Advised of payment of registration fee with Department of Intellectual Property.

Published in Thailand Trademark Journal  
 Trade Ref. No.: P01021-00003 TMI (201798)

Friday, January 04, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

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Trademark Name

Case Number      Application      Registration  
Status              Number/Date      Number/Date      Attorney(s) Next Action(s)

Due Date(s)

**CONFERENCE**

113638-2500002

377312

7/31/95-7/4

JIS

First Renewal

21-Dec-2009

Registered

25-Dec-1998

05-Oct-1999

A/DI

**Thailand**

**Country Number:**

Classes: Int: 24  
Goods:

Class: 24

Travels (staff).

Remarks: 1/27/00 - Letter sent to client containing original Certificate of

Registration, and advising term of registration.

09/10/99: Letter faxed to Filke & Gibbons authorizing

payment of registration fee.

09/10/99: Filke & Gibbons advises registration fee is due  
09/22/99 (US\$8,577).

(Amended in Thailand Trademark Journal,

Trade Fee No: P01021-07004 TSI (2018-98)

Friday, January 05, 2001

Client: CCI Confidence Golf, Inc.

Client Status Report

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
CONFIDENCE	112638-2300001	37203	25-Dec-1998	JIS	ADD	
Thailand				CRK		
Country Number:						

Owner: CCI  
 Classes: 25  
 Goods:  
 Class: 25  
 Sport shirts, sweaters, jackets, shoes (golf), hats, caps and visors.

Remarks:  
 TRADE REF. NO.: 10102160003 TX1 (2019/98)

1/20/00ppp: 7/11/00 letter advising Abhaughbar (through VOA, Ltd.) did not file comment statement in reply to Confidence Golf Inc.'s opposition to their Thai Trademark Application No. 372032. Abhaughbar's application has been automatically dismissed from the Trademark Office's record.

Friday, January 05, 2001

Client: CCF Conference Golf, Inc.

### Client Status Report

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Trademark Name

CONFERENCE

United States of America

Country Number:

Case Number  
Status

Application  
Number/Date

Registration  
Number/Date

Attorney(s) Next Action(s)  
Due Date(s)

113618-10/06/00  
Pending

75734251  
23-Jun-1999

JIS  
ADI  
CR

Awaiting Publication Notice

14-Feb-2001

Owner: CCF  
Classes: 18, 24, 25, 28  
Goods: Class 18: Perf'd bags and articles;  
Class 24: Towels (golf).

Class 25: Clothing not apparel, namely: hats, shirts, tee shirts, wind shirts, slacks, pants, sweaters, shoes (golf), socks, jackets, gators, golf rain pants and rain jackets.

Class 28: Sporting articles, namely: golf club heads, golf club inserts, golf club shafts, hand grips for golf clubs, golf gloves, golf bags, golf balls, golf tees, head covers and bag top covers for golf clubs, golf ball markers, golf ball retrievers, golf bag tags.

US Serial NO.

75/734, 251

US Reg. NO.

2,454,569

US



Friday, January 05, 2001

Client: CGI Confidence Conf. Inc.

Client Status Report

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Trademark Name: \_\_\_\_\_ Status: \_\_\_\_\_ Application Number/Date: \_\_\_\_\_ Registration Number/Date: \_\_\_\_\_ (Attorneys) Next Actions: \_\_\_\_\_ Due Dates: \_\_\_\_\_

CONFIDENCE (IC 24)

11363X-20

JJS

Unfiled

ADI

China

Owner: CGI

CK

Priority Number:

Classes: Int. 24

Goods: Towels (gulf).

Remarks: An Opposition was filed against applicant

Pu-Ti-Kang-Ke-Chuang Co. Ltd (Taiwan Co.) for

CONFIDENCE, application number 878523 in IC 28 on

10/6/96. On 3/18/99, the USPTO Trademark Office issued a

decision in CGI's favor, by refusing to register applicant's mark.

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

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Trademark Name

CONFIDENCE (IC 25)

China  
Country Number:

Case Number	Application Number/Date	Registration Number/Date	Applicant's Name	Due Date(s)
113038-21				
Unified				

JIS  
ADI  
CR

Owner: CGI

Classes: Int. 25  
Goods: Clothing, sports shoes, sweaters, gloves, shoes, shoes (golf); soccer balls, cups and kits.

Remarks: An Opposition was filed against applicant Po-Ti-Kong S&C Trading Co. Ltd (Taiwan Co.) for CONFIDENCE, application number 878523, in IC 28 on 10/6/96. On 1/18/99, the HK Trademark Office issued a decision in CGI's favor, by refusing to register applicant's mark.

Friday, January 05, 2001

Client: CCI Confidence Golf, Inc.

Client Status Report

Page: 12

TradeMark Name: CONFIDENCE (CI: 29)

Country: China

Country Number: 113038-22

Classes: Published 9900641347 JJS

Owner: CCI 22-Apr-1999 AID

Goods: Jun. 25 CCI CK

Remarks: An Opposition was filed against applicant Ho-Ti-Kang-Ko-Chuang Co. Ltd (Taiwan Co.) for CONFIDENCE application number 878523 in IC 28 on 10/6/96. On 7/18/97, the PICC Trademark Office issued a decision in CCI's favor, by refusing to register applicant's mark.

Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
113038-22	9900641347	22-Apr-1999	JJS		
	Published		AID		
	Owner: CCI		CK		



Friday, January 05, 2001

Client CCI Confluence Golf, Inc.

Client Status Report

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Trademark Name

Case Number

Application Number/Date

Registration Number/Date

Allegedly Next Action(s)

Date (date)

CONFUSION

113638-13

74/551295

1908667

JIS

AIR of Use Due in 6 Mo

01-Feb-2001

United States of America

Registered

20-Jul-1991

01-Aug-1995

NDI

Country Number:

Designer: CCI

Class: 28

CK

Goods: Class: 28  
Golf clubs.

US serial no.

74/551,295

US Reg. no

1,908,007

Friday, January 03, 2003

Client: CCI Confidence Golf, Inc.

Client Status Report

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Trademark Name

ESP

United States of America

Country Number:

US SERIAL NO.

75/728,739

US Reg. NO.

2,329,937

Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
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13618-260002	75-728739 15-Jun-1999	2329937 14-Mar-2000	JIS	Att of Use Due In 1 Year	14-Mar-2005
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Owner: CCI  
Classes: 28  
Goods:

Class: 28

Sporting articles, namely, golf clubs.

Remarks: -R1200 - Letter to client re Certificate of Registration, Section 8 & 15 and renewal due dates.  
09/26/99: Approved for publication.

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

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Trademark Name

Class Number  
Status

Application  
Number/Date

Registration  
Number/Date

Alphabetical Next Available

Due Date(s)

ESP EXTRA SENSORY PERCEPTION

116038-2000001

Registered

751324090  
21-Oct-1992

1774326  
01-Jun-1993

JIS  
ADI  
CK

First Renew/Sec 9 Due 1 Year

01-Jun-2002

United States of America

Country Number:

Owner: CGI

Classes: 28

Goods: Class : 28

Golf club shafts.

US serial no.

74/324,690

US Reg. no.

1,774,326



MAR 11 '02 10:32AM

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

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Trademark Name  
INFERNO  
United States of America  
Country Number:

Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
113638-1000005	74/334659 21-Oct-1992	1773087 25-May-1993	JIS	First Ren/Sec 8	25-May-2002
			ADJ		
			CR		

Remarks:  
Assignment from "Robert J. Williams" to "Confidence Golf, Inc." recorded 08/06/95 in Reel/frame 1764077J.

US serial no.

74/324,689

US Reg. no.

1,773,087



Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

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Trademark Name      Status      Case Number      Application Number/Date      Registration Number/Date      Alorney(s)      Next Action(s)      Due Date(s)

TELSTAR and Design      Registered      113638-1000006      74231010 18-Dec-1991      1761508 30-Mar-1993      JJS ADI      First Ren/Sec 8 Due 1 Year      30-Mar-2002

United States of America      (Owner: CGI      Classes: 28      (Goods: Golf; 28      (Half club heads.

Country Number:      Remarks: 9/28/98: PTO notice of acceptance and acknowledgment of Combined Affidavit issued.

US Serial NO.      74/231,610

Assignment from "Robert J. Williams" to "Confidence Golf, Inc." recorded 08/01/98 at Reel/Frame 1764/0773.

US Reg. NO      1, 761, 508

Friday, January 05, 2001

### Client Status Report

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Client: CGI Confidence Golf, Inc.

Trademark Name	Class Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
TIE FEEL IS IN YOUR HEAD	113635-1000007	75/705043	2353609	JJS	AFI of Use Due in 1 Year	30-May-2005
United States of America	Registered	14-May-1999	30-May-2000	ADI		
Country Number:	Owner: CGI	Classes: 28		CK		
	Circle:	Class: 28				

TIE FEEL IS IN YOUR HEAD

113635-1000007

75/705043

2353609

JJS

AFI of Use Due in 1 Year

30-May-2005

United States of America

Registered

14-May-1999

30-May-2000

ADI

Country Number:

Owner: CGI

Classes: 28

CK

Circle:

Class: 28

US SERIAL NO.

Includes: Sporting articles, namely, golf clubs.

75/708,043

US Reg. NO

2,353,609



Friday, January 05, 2001

Client: CCI Compliance Golf, Inc.

Client Status Report

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Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
TOUR PLUS	115638-17	73207538 25-Jan-1980	1162102 21-Jul-1981	JJS ADI CK	First Ren/Section & Due & Miss	21-Jan-2001

United States of America

Country Number:

Owner: CCI

Classes: 28

Goods: Class : 28  
Golf clubs.

US serial no.

73/247,538

US Reg. no.

1,102,102

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

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Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action/Date	Due Date(s)
VISA	110618-1000002	7/1/1977	1083671	JJS	Next Renew/Sec 8 Due 1 Year	24-Jan-2007

United States of America

Country Number:

Owner: CGI

Class: 28

Goods:

Class : 28  
Golf clubs.

US serial no.

73/133, 304

US reg. no.

1,083,671

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

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Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney/Next Action/Sl	Due Dates
ZOOM	113038-11 Registered	74/239241 16-Jan-1992	1775972 08-Jun-1993	JJS ADL CIR	08-Jun-2002
United States of America	Owner: CGI Classes: 26 Goods: Chess : 28 Golf club shafts.				

US Serial NO.

74/239,241

US Reg. no.

1,775,972

Friday, January 05, 2001  
Client: CGI Confidence Golf, Inc.

Client Status Report

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Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Date Expires
ZOOBY WIDE BODY and Design	110618-12 Registered	7/19/98-1/14	1991-1/68	JIS	Att of Use Due In 1 Year	23-Jan-2001
United States of America	Owner: CGI	17-Mar-1995	23-Jan-1996	ADI		
Country Number:	Classes: 28			CR		
	Goods: Class: 28					
	Intl clubs:					

US serial no.  
74/648,444

US reg. no  
1,951,468