

FORM PTO-1594
6/93

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Golf Outlets of America

____ Individual(s) ____ Association
 ____ General Partnership ____ Limited Partnership
 Corporation - California
 ____ Other _____

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

2. Name and address of receiving party(ies):
 Name: **The Yokohama Rubber Company Ltd.**
 Internal Address:
 5-36-11 Shinbashi, Minato-ku, Tokyo, Japan 105-8685

____ Individual(s) citizenship ____
 ____ Association ____
 ____ Limited Partnership ____
 Corporation - A Japanese Corporation

3. Nature of conveyance:
 Assignment ____ Merger
 ____ Security Agreement ____ Change of Name
 ____ Other _____

Execution Date: _____

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**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s):
1,775,972 and 1,951,468

Additional numbers attached? ____ Yes **No**

6. Total number of applications and registrations involved: Two (2)

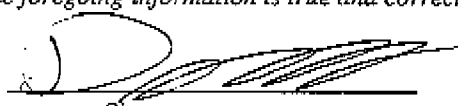
5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Dax Alvarez
 Internal Address:
BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLP
 Street Address: 12400 Wilshire Boulevard
Seventh Floor
 City: Los Angeles State: CA ZIP: 90025

7. Total fee (37 CFR 3.41)..... \$ \$65.00
 ____ Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666

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.

Dax Alvarez  May 29, 2003
 Name of Person Signing Signature Date

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

DESIGNATION OF DOMESTIC REPRESENTATIVE

DAX ALVAREZ of BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLP, whose address is 12400 Wilshire Boulevard, Seventh Floor, Los Angeles, California 90025-1030, is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the subject trademark may be served.

THE YOKOHAMA RUBBER COMPANY LIMITED

Date May, 20, 2003

By: *Yuzi Ohta*
Yuzi Ohta
General Manager, Intellectual Property Dept

ASSIGNMENT OF TRADEMARKS
AND
REGISTRATIONS THEREOF

WHEREAS, Golf Outlets of America, a corporation duly organized and existing under the laws of the State of Delaware, having a place of business at 4721 East Palm Canyon Street Drive, Palm Springs, California 92264 (hereinafter "ASSIGNOR"), has acquired or adopted, and used, and thereby owns all rights, title and interests in and to the trademarks and registrations thereof, namely, U.S. Registration No. 1,775,972 for the mark ZOOM and U.S. Registration No. 1,951,468 for the mark ZOOM WIDE BODY (and DESIGN) (hereinafter the "Marks" and/or "U.S. Registrations"), together with the goodwill of the businesses appurtenant to said Marks; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement", entered into by and between ASSIGNOR and The Yokohama Rubber Company Ltd., a Japanese corporation with a principal address at 5-36-11 Shimbashi, Minato-ku, Tokyo, Japan 105-8685 (hereinafter "ASSIGNEE"), ASSIGNOR has agreed to assign unto ASSIGNEE its entire rights, title and interests in and to the Marks, U.S. Registrations, and the goodwill appurtenant thereto; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Marks, U.S. Registrations, and the goodwill appurtenant thereto, to ASSIGNEE, as required by said Asset Purchase Agreement, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and

entire rights, title and interests in and to the Marks, U.S. Registrations, and the attendant goodwill symbolized by the Marks, the same to vest in ASSIGNEE.

ASSIGNOR hereby represents and warrants that, except as it may have otherwise disclosed to ASSIGNEE, (i) it is the sole owner of the Marks and the goodwill associated therewith, the U.S. Registrations thereof and has not assigned, transferred or conveyed any interest therein to any other party, except as otherwise disclosed hereunder; (ii) ASSIGNOR has full legal authority to transfer the Marks and the U.S. Registrations to ASSIGNEE; (iii) the U.S. Registrations thereof were not obtained fraudulently or contrary to any provision of the trademark laws of the United States; (iv) the U.S. Registrations thereof are duly in effect and are not the subject of any cancellation proceeding; (v) it has granted no licenses to any other party to use the Marks, or any of them, in the United States or any other country or territory which it has not disclosed to ASSIGNEE; (vi) the Marks and the U.S. Registrations bear no rights, pledges, security, burden or any other interest for the benefit of any third party ; (vii) the Marks and the U.S. Registrations do not infringe any third party's commercial confidentiality, trademark, patent, copyright and/or in violation of laws, public order, morality and/or infringed of any third party's rights in the world; (viii) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Marks, U.S. Registrations, or any other rights or interests therein which are adverse to those of ASSIGNOR which it has not disclosed; (ix) after transferring the Marks and the U.S. Registrations, GOA has no rights or registration concerning any marks or designs using "ZOOM", "ZOOM WIDE BODY" "CONFIDENCE ZOOM", "CONFIDENCE ZOOM ESP" or any other words or letters which invade Yokohama's rights for the Marks and the U.S. Registrations obtained by this Agreement other than such rights as provided for GOA in the Agreement; and (x) it is not a party to any prior agreement, nor has it made any informal commitment or reached any

understanding, with any other person or legal entity relating to the Marks or U.S. Registrations which would be breached or otherwise violated by the foregoing assignment of the Marks and U.S. Registrations. In this connection, ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove or in said Asset Purchase Agreement.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Marks and U.S. Registrations.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the respective countries throughout the world, so that ASSIGNEE's ownership of the Marks and U.S. Registrations is duly made of record in the United States.

ASSIGNEE assumes no responsibility, causes of action for, claims for damages by reason of the infringement of any third party's rights by the Marks and U.S. Registrations, which responsibility, causes of action and claims arose prior to the date of execution hereof.

[continued on next page]

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

GOLF OUTLETS OF AMERICA
a Delaware corporation

Date: 5/7/03

By: [Signature]
Simon Millington
Title: CEO

NOTARIZATION

State of England }
County of West Midlands } ss

On this 7th day of May, 2003, before me, Hugh Sampford Cartliffe
the undersigned Notary Public, personally appeared SIMON MILLINGTON,
~~personally known to me~~ OR
_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary's Signature

MARTINEAU JOHNSON
ST PHILIPS HOUSE,
ST PHILIPS PLACE,
BIRMINGHAM B3 2PZ
021 200 8800

