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Form PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 1-23-03 Golfsmith International, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: General Electric Capital Internal Corporation Address: Street Address: 335 Madison Avenue City: New York State: NY Zip: 10017 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] Other 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 [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: October 15, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached List B. Trademark Registration No.(s) See Attached List Additional number(s) attached [ ] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christine F. Benton Internal Address: Clifford Chance US LLP Street Address: 200 Park Avenue City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 80 7. Total fee (37 CFR 3.41) \$ 2,015 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 18-1843 (Attach duplicate copy of this page if paying by deposit account)

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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. Christine F. Benton Name of Person Signing [Signature] Signature 1/22/03 Date

Total number of pages including cover sheet, attachments, and document.

27

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

TRADEMARK REEL: 002677 FRAME: 0148

01/28/2003 LINDLER 0000018 181843 75214027

01 FC: 6521 40.00 CH 02 FC: 6522 1975.00 CH

**U.S. Trademark Applications/Registrations**  
**in the Name of**  
**Golfsmith International, Inc.**

<b><u>Mark</u></b>	<b><u>App. No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
ACCUCORE	75/214,027	12/16/96	2,125,496	12/30/97
BACKFLOW	75/213,610	12/16/96	2,121,599	12/16/97
BECAUSE IT'S MORE THAN JUST A GAME	74/412,343	7/14/93	1,903,655	7/4/95
BIMETALLIC	75/213,489	12/16/96	2,125,480	12/30/97
BLACK CAT	74/578,352	9/26/94	1,983,048	6/25/96
BLACK HAWK	75/213,490	12/16/96	2,152,015	4/21/98
BLACKSMITH	75/267,465	4/1/97	2,125,856	12/30/97
BRASS MASTER	75/214,025	12/16/96	2,248,524	6/1/99
BULLWHIP SHAFT (and Design)	75/233,852	1/30/97	2,140,571	3/3/98
CARBON STICK	75/213,797	12/16/96	2,190,347	9/22/98
CARBON TOUR	75/488,654	5/20/98	2,253,665	6/15/99
COMFORT	75/488,661	5/20/98	2,389,096	9/26/00
COPPER CLASSIC	75/214,028	12/16/96	2,204,865	11/24/98
CRYSTAL CAT	76/072,938	6/19/00	2,453,296	5/22/01
CUSTOM WEDGE SYSTEM	75/259,192	3/18/97	2,238,074	4/13/99
DEAD STOP	75/259,195	3/18/97	2,139,044	2/24/98
Design Only	75/137,000	7/22/96	2,065,242	5/27/97
Design Only	73/727,205	5/9/88	1,518,085	12/27/88
Design Only	73/724,989	4/27/88	1,518,125	12/27/88
DESIGNATED DRIVER	75/259,668	3/18/97	2,121,890	12/16/97
EASY-ON	73/604,317	7/16/86	1,434,797	3/31/87
FIBER STAR	75/259,119	3/18/97	2,193,255	10/6/98
FIRE FORGED	76/181,735	12/12/00		
FIRE STAR	75/259,477	3/18/97	2,130,690	1/20/98

NYA 583391.1

**TRADEMARK**  
**REEL: 002677 FRAME: 0149**

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GOLFSMITH	73/636,534	12/22/86	1,447,761	7/14/87
GRAND TITANIUM	75/488,568	5/20/98	2,266,938	8/3/99
GREY HAWK	75/227,324	1/17/97	2,125,678	12/30/97
INTERFACE	75/259,476	3/18/97	2,129,126	1/13/98
JAGUAR	73/617,351	8/29/86	1,537,481	5/2/89
JETSTREAM	75/259,670	3/18/97	2,124,015	12/23/97
KILLER BEE	74/610,421	12/13/94	1,966,455	4/9/96
KILLER BEE (and Design)	74/648,784	3/20/95	1,997,989	9/3/96
LADY HAWK	75/259,118	3/18/97	2,144,570	3/17/98
LADY STERLING	75/259,116	3/18/97	2,144,569	3/17/98
LIBERTY	73/563,116	10/15/85	1,416,763	11/11/86
LONG JON	75/259,104	3/18/97	2,325,087	3/7/00
LYNX	73/532,130	4/15/85	1,446,493	7/7/87
LYNX	72/370,845	9/16/70	943,571	9/26/72
NIGHT HAWK	75/259,475	3/18/97	2,124,013	12/23/97
O/S PROJECT	75/259,132	3/18/97	2,140,897	3/3/98
PARALLAX	73/568,753	11/15/85	1,399,697	7/1/86
PATHMARK	75/259,479	3/18/97	2,132,755	1/27/98
PATRIOT	73/568,756	11/15/85	1,399,698	7/1/86
PAW	75/040,384	12/29/95	2,013,921	11/5/96
POINT BLANK	75/259,194	3/18/97	2,124,012	12/23/97
POSITRAC	75/259,100	3/18/97	2,125,832	12/30/97
POWER TAPER	74/701,335	7/14/95	1,984,104	7/2/96
PREDATOR	73/496,364	8/24/84	1,351,870	7/30/85
PURE BALANCE	75/259,188	3/18/97	2,140,899	3/3/98
QUICK STRIKE	76/105,038	8/8/00	2,551,128	3/19/02
RADIUS	73/469,502	3/12/84	1,311,218	12/25/84

NYA 583391.1

**TRADEMARK**  
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<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ROUGH RIDER	75/414,023	1/5/98	2,258,083	6/29/99
SEASONED PLAYER	75/259,626	3/18/97	2,129,129	1/13/98
SHORT GAME SYSTEM	75/488,618	5/20/98	2,392,567	10/10/00
SIGHT LINE	75/259,627	3/18/97	2,129,130	1/13/98
SILVERSMITH	75/259,189	3/18/97	2,121,889	12/16/97
SINGLE STROKE	75/259,196	3/18/97	2,193,256	10/6/98
SNAKE EYES (and Design)	74/442,849	10/1/93	1,889,946	4/18/95
SOFT STROKE	75/259,625	3/18/97	2,129,128	1/13/98
SONIC BOOM	75/259,478	3/18/97	2,156,583	5/12/98
SONORA	75/259,636	3/18/97	2,301,230	12/21/99
SONORA GOLF CO. (and Design)	74/729,303	9/14/95	1,987,306	7/16/96
SPECIAL FORCE	75/259,642	3/18/97	2,129,132	1/13/98
SPEED BUMPS	75/259,187	3/18/97	2,124,011	12/23/97
STEELER	73/419,015	3/28/83	1,278,157	5/15/84
STERLING	75/259,629	3/18/97	2,129,131	1/13/98
STINGER	75/622,471	1/19/99	2,374,557	8/8/00
STOP ACTION	75/259,643	3/18/97	2,129,133	1/13/98
SUNDANCE	75/259,483	3/18/97	2,129,127	1/13/98
SUPER TRACK	75/488,650	5/20/98	2,249,691	6/1/99
TEXAS CLASSIC	75/259,628	3/18/97	2,190,501	9/22/98
TEXAS WEDGE	75/086,670	4/10/96	2,047,644	3/25/97
TIGRESS	73/496,361	8/24/84	1,356,970	8/27/85
TOUR CAVITY	75/488,655	5/20/98	2,255,633	6/22/99
TOUR STEEL	76/181,734	12/12/00		
TOUR TECH	75/259,235	3/18/97	2,140,901	3/3/98
TRANSMITTER	73/704,592	1/11/88	1,500,655	8/16/88
TRI-RAIL	75/259,667	3/18/97	2,129,134	1/13/98

NYA 583391.1

**TRADEMARK**  
**REEL: 002677 FRAME: 0151** 27

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
WEED CUTTER	75/259,631	3/18/97	2,124,014	12/23/97
XPC	73/414,814	2/24/83	1,274,437	4/17/84

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of October 15, 2002 (this "**Trademark Security Agreement**") by and among Golfsmith International, Inc., Golfsmith International Holdings, Inc., Golfsmith GP Holdings, Inc., Golfsmith Holdings, L.P., Golfsmith International, L.P. ("**L.P.**"), Golfsmith GP, L.L.C., Golfsmith Delaware, L.L.C., Golfsmith Canada, L.L.C., Golfsmith Europe, L.L.C., Golfsmith USA, L.L.C. ("**USA**"), Golfsmith NU, L.L.C. ("**NU**") and Golfsmith Licensing, L.L.C., (referred to herein individually as "**Grantor**" and collectively as "**Grantors**"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (in such capacity, "**Agent**") for itself and Lenders from time to time party to the Credit Agreement defined below ("**Lenders**").

### WHEREAS:

- (A) WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Golfsmith International, Inc., Golfsmith International Holdings, Inc., Golfsmith GP Holdings, Inc., Golfsmith Holdings, L.P., Golfsmith International, L.P. ("**L.P.**"), Golfsmith GP, L.L.C., Golfsmith Delaware, L.L.C., Golfsmith Canada, L.L.C., Golfsmith Europe, L.L.C., Golfsmith USA, L.L.C. ("**USA**"), Golfsmith NU, L.L.C. ("**NU**"), and Golfsmith Licensing, L.L.C., each as a Credit Party (with L.P., NU and USA as Borrowers), Agent and Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**") the Lenders have agreed to make available to Borrowers, upon terms and conditions thereof, the Revolving Loans and Letters of Credit provided for in the Credit Agreement;
- (B) Borrowers wish to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);
- (C) Agent and Lenders are willing to make the Loans to be made by Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**") by and between Grantors and Agent; and
- (D) pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

### 1. DEFINED TERMS

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

NYB 1373996.3

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

To secure the payment of the Obligations and all present and future obligations of each Grantor (all such Obligations and other secured obligations, the "**Secured Obligations**"), each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which any Grantor is a party including those referred to on Schedule I;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT**


The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT**

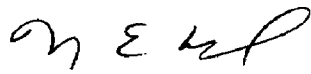
This Trademark Security Agreement shall terminate upon the payment and performance in full of the Obligations (other than Unasserted Contingent Obligations), on the Termination Date, as defined in the Credit Agreement.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

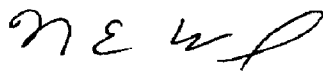
GOLFSMITH INTERNATIONAL, L.P.  
By Golfsmith GP, L.L.C., as General Partner  
By Golfsmith Holdings, L.P., as Sole Member  
By Golfsmith GP Holdings, Inc., as General Partner

By   
Noel E. Wilens  
Vice President

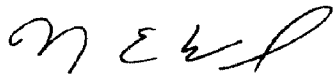
GOLFSMITH NU, L.L.C.  
By Golfsmith Holdings, L.P., as Sole Member  
By Golfsmith GP Holdings, Inc., as General Partner

By   
Noel E. Wilens  
Vice President

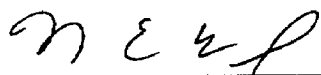
GOLFSMITH USA, L.L.C.  
By Golfsmith Holdings, L.P., as Sole Member  
By Golfsmith GP Holdings, Inc., as General Partner

By   
Noel E. Wilens  
Vice President

GOLFSMITH INTERNATIONAL, INC.


By   
Noel E. Wilens  
Vice President

GOLFSMITH INTERNATIONAL HOLDINGS, INC.

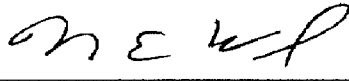
By   
Noel E. Wilens  
Vice President



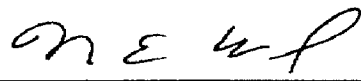
GOLFSMITH GP HOLDINGS, INC.

By   
Noel E. Wilens  
Vice President

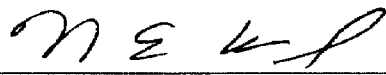
GOLFSMITH HOLDINGS, L.P.  
By Golfsmith GP Holdings, Inc., as General Partner

By   
Noel E. Wilens  
Vice President

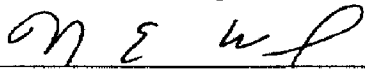
GOLFSMITH GP, L.L.C.  
By Golfsmith Holdings, L.P., as Sole Member  
By Golfsmith GP Holdings, Inc., as General Partner

By   
Noel E. Wilens  
Vice President

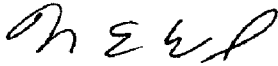
GOLFSMITH DELAWARE, L.L.C.  
By Golfsmith Holdings, L.P., as Sole Member  
By Golfsmith GP Holdings, Inc., as General Partner

By   
Noel E. Wilens  
Vice President

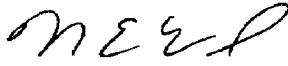
GOLFSMITH CANADA, L.L.C.  
By Golfsmith Holdings, L.P., as Sole Member  
By Golfsmith GP Holdings, Inc., as General Partner

By   
Noel E. Wilens  
Vice President

GOLFSMITH EUROPE, L.L.C.  
By Golfsmith Holdings, L.P., as Sole Member  
By Golfsmith GP Holdings, Inc., as General Partner

By   
Noel E. Wilens  
Vice President

GOLFSMITH LICENSING, L.L.C.  
By Golfsmith Holdings, L.P., as Sole Member  
By Golfsmith GP Holdings, Inc., as General Partner

By   
Noel E. Wilens  
Vice President

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: .....  
Name:  
Title: Authorized Signatory

GOLFSMITH EUROPE, L.L.C.  
By Golfsmith Holdings, L.P., as Sole Member  
By Golfsmith GP Holdings, Inc., as General Partner


By \_\_\_\_\_  
Noel E. Wilens  
Vice President

GOLFSMITH LICENSING, L.L.C.  
By Golfsmith Holdings, L.P., as Sole Member  
By Golfsmith GP Holdings, Inc., as General Partner

By \_\_\_\_\_  
Noel E. Wilens  
Vice President

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By:  .....

Name: **Laurent Paris**

Title: **Authorized Signatory**  
**Duly Authorized Signatory**

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK        )  
                                  ) ss.  
COUNTY OF NEW YORK    )

On this \_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Golfsmith International, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

.....  
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK        )  
                                  ) ss.  
COUNTY OF NEW YORK    )

On this \_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Golfsmith International Holdings, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

.....  
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK        )  
                                  ) ss.  
COUNTY OF NEW YORK    )

On this \_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Golfsmith GP Holdings, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

.....  
Notary Public

**SCHEDULE I  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

**Federal Registrations**

<b>Tab</b>	<b>Trademark</b>	<b>Number</b>	<b>Registration Date</b>	<b>Country</b>
1	<b>GOLFSMITH</b>	1523640	5/31/94	Argentina
2	<b>BLACKCAT</b>	651600	9/25/95	Australia
3	<b>CRYSTAL CAT</b>	789998	3/31/99	Australia
4	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	794118	5/13/99	Australia
5	<b>GOLFSMITH</b>	A498532	10/31/88	Australia
6	<b>KILLER BEE (&amp; Design)</b>	717222	9/11/96	Australia
7	<b>LYNX</b>	591604	12/2/92	Australia
8	<b>PARALLAX</b>	792092	4/22/99	Australia
9	<b>PREDATOR</b>	432300	8/27/85	Australia
10	<b>SNAKE EYES (&amp; Design)</b>	742649	8/29/97	Australia
11	<b>TIGRESS</b>	792086	4/22/99	Australia
12	<b>Design/Device/Logo (Cat Head Old Design)</b>	156622	11/17/94	Austria (CTM)
13	<b>GOLFSMITH</b>	131757	7/31/90	Austria (CTM)
14	<b>LYNX</b>	156995	3/2/95	Austria (CTM)
15	<b>Design/Device/Logo (SNAKE EYES)</b>	669785	8/27/99	Benelux (CTM)
16	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	560449	11/17/94	Benelux (CTM)
17	<b>GOLFSMITH</b>	453336	10/26/98	Benelux (CTM)
18	<b>LYNX</b>	559478	11/17/94	Benelux (CTM)
19	<b>LYNX &amp; Design (CAT HEAD Old Design)</b>	544664	1/27/94	Benelux (CTM)
20	<b>PREDATOR</b>	411779	8/26/95	Benelux (CTM)
21	<b>SNAKE EYES</b>	669786	8/27/99	Benelux (CTM)
22	<b>BLACK CAT</b>	TMA 463563	9/20/96	Canada
23	<b>CRYSTAL CAT</b>	TMA 540834	2/6/01	Canada
24	<b>Design/Device/Logo (SNAKE EYES)</b>	543000	3/23/01	Canada
25	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	TMA 363650	11/17/89	Canada
26	<b>ELEGANCE</b>	TMA 242377	4/3/80	Canada
27	<b>GOLFSMITH</b>	350081	1/20/89	Canada
28	<b>KILLER BEE</b>	TMA 504269	11/18/98	Canada
29	<b>KILLER BEE (&amp; Design)</b>	TMA 504268	11/18/98	Canada
30	<b>LIBERTY</b>	TMA 337999	3/11/88	Canada
31	<b>LYNX</b>	TMA 388111	8/23/91	Canada
32	<b>LYNX (Stylized)</b>	TMA 455121	3/15/96	Canada
33	<b>LYNX MASTER</b>	TMA 242375	4/3/80	Canada

<b>Tab</b>	<b>Trademark</b>	<b>Number</b>	<b>Registration Date</b>	<b>Country</b>
34	<b>PARALLAX</b>	TMA 326329	4/16/87	Canada
35	<b>PREDATOR</b>	TMA 231907	2/23/79	Canada
36	<b>PROWLER</b>	TMA 242374	4/30/80	Canada
37	<b>TIGRESS</b>	TMA 242376	4/3/80	Canada
38	<b>CRYSTAL CAT</b>	1428984	8/7/00	China (PRC)
39	<b>Design/Device/Logo (SNAKE EYES)</b>	1453154	10/7/00	China (PRC)
40	<b>Design/Device/Logo (SNAKE EYES)</b>	1444251	9/14/00	China (PRC)
41	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	1428987	8/7/00	China (PRC)
42	<b>GOLFSMITH</b>	1422921	7/21/00	China (PRC)
43	<b>KILLER BEE (&amp; Design)</b>	1473130	11/14/00	China (PRC)
44	<b>LYNX</b>	1573138	5/21/01	China (PRC)
45	<b>PROWLER</b>	1509058	1/21/01	China (PRC)
46	<b>SNAKE EYES</b>	1453221	10/7/00	China (PRC)
47	<b>SNAKE EYES</b>	1453148	10/7/00	China (PRC)
48	<b>SNAKE EYES (&amp; Design)</b>	1457186	10/14/00	China (PRC)
49	<b>SNAKE EYES (&amp; Design)</b>	1461381	10/21/00	China (PRC)
50	<b>GOLFSMITH</b>	126691	3/1/91	Denmark
51	<b>PREDATOR</b>	VR 05045 1990	7/27/90	Denmark
52	<b>BLACK CAT</b>	230433	11/27/98	European Community (CTM)
53	<b>Design/Device/Logo (SNAKE EYES)</b>	1220318	8/16/00	European Community (CTM)
54	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	242131	4/21/99	European Community (CTM)
55	<b>GOLFSMITH</b>	1118579	7/23/01	European Community (CTM)
56	<b>LYNX</b>	230391	5/17/99	European Community (CTM)
57	<b>LYNX (Stylized)</b>	807156	8/17/00	European Community (CTM)
58	<b>LYNXMASTER</b>	230300	3/10/99	European Community (CTM)
59	<b>PARALLAX</b>	230284	11/27/98	European Community (CTM)
60	<b>PREDATOR</b>	230276	11/27/98	European Community (CTM)
61	<b>PROWLER</b>	230268	11/27/98	European Community (CTM)
62	<b>SILVER CAT</b>	637975	6/1/99	European Community (CTM)
63	<b>SNAKE EYES</b>	1219914	8/16/00	European Community (CTM)
64	<b>SNAKE EYES (&amp; Design)</b>	1220136	8/16/00	European Community (CTM)
65	<b>STINGER</b>	1553411	7/23/01	European



Tab	Trademark	Number	Registration Date	Country
				Community (CTM)
66	<b>GOLFSMITH</b>	114100	9/20/91	Finland
67	<b>Design/Device/Logo (LYNX)</b>	94 544989	11/17/94	France (CTM)
68	<b>LYNX</b>	95 552144	1/4/95	France (CTM)
69	<b>GOLFSMITH</b>	1496561	11/2/88	France (CTM)
70	<b>PREDATOR</b>	1321090	8/26/85	France (CTM)
71	<b>BLACK CAT</b>	39508343	3/4/96	Germany (CTM)
72	<b>Design/Device/Logo (LYNX)</b>	39402823	5/8/95	Germany (CTM)
73	<b>GOLFSMITH</b>	1167989	11/15/90	Germany (CTM)
74	<b>PREDATOR</b>	1089377	3/20/86	Germany (CTM)
75	<b>BLACK CAT</b>	7895/1996	9/26/94	Hong Kong
76	<b>Design/Device/Logo (SNAKE EYES)</b>	11647/2000	2/18/00	Hong Kong
77	<b>Design/Device/Logo (SNAKE EYES)</b>	7433/2000	5/24/00	Hong Kong
78	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	12785/2000	3/2/00	Hong Kong
79	<b>GOLFSMITH</b>	B06793/1996	10/26/93	Hong Kong
80	<b>KILLER BEE (&amp; Design)</b>	03800/1998	9/10/96	Hong Kong
81	<b>LYNX</b>	7204/2000	3/20/00	Hong Kong
82	<b>LYNX</b>	1279/1984	1/20/83	Hong Kong
83	<b>LYNX (Stylized)</b>	1117/1982	1/3/81	Hong Kong
84	<b>SNAKE EYES</b>	9472/2000	10/11/99	Hong Kong
85	<b>SNAKE EYES</b>	9471/2000	10/11/99	Hong Kong
86	<b>Design/Device/Logo (CAT HEAD)</b>	470300	3/17/01	Indonesia
87	<b>Design/Device/Logo (CAT HEAD)</b>	470629	3/28/01	Indonesia
88	<b>GOLFSMITH</b>	330747	4/4/95	Indonesia
89	<b>KILLER BEE (&amp; Design)</b>	399550	10/15/97	Indonesia
90	<b>Design/Device/Logo (LYNX)</b>	166007	11/14/94	Ireland
91	<b>LYNX</b>	128922	9/23/88	Ireland
92	<b>PARALLAX</b>	128924	9/23/88	Ireland
93	<b>PREDATOR</b>	128923	9/23/88	Ireland
94	<b>Design/Device/Logo (Cat Head Logo)</b>	691055	10/21/96	Italy (CTM)
95	<b>GOLFSMITH</b>	551091	10/15/91	Italy (CTM)
96	<b>LYNX</b>	691056	12/21/96	Italy (CTM)
97	<b>BOOM BOOM</b>	2649495	4/28/94	Japan
98	<b>Design/Device/Logo (SNAKE EYES)</b>	3351681	10/17/97	Japan
99	<b>Design/Device/Logo (SNAKE EYES)</b>	4516751	4/19/02	Japan
100	<b>GOLFSMITH</b>	2173071	9/29/89	Japan
101	<b>GOLFSMITH</b>	4335252	11/12/99	Japan
102	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	475359	8/18/00	South Korea
103	<b>GOLFSMITH</b>	189342	3/9/90	South Korea

<b>Tab</b>	<b>Trademark</b>	<b>Number</b>	<b>Registration Date</b>	<b>Country</b>
104	<b>KILLER BEE &amp; Design</b>	394831	2/9/98	South Korea
105	<b>LYNX</b>	298229	9/18/94	South Korea
106	<b>LYNX</b>	300891	10/27/94	South Korea
107	<b>LYNX</b>	314142	5/25/95	South Korea
108	<b>LYNX</b>	345230	8/9/96	South Korea
109	<b>LYNX (&amp; Design) (CAT HEAD)</b>	71888	9/18/00	South Korea
110	<b>SNAKE EYES (&amp; Design)</b>	481416	11/16/00	South Korea
111	<b>LYNX</b>	85 05378	7/20/93	Malaysia
112	<b>GOLFSMITH</b>	4522750	2/21/94	Mexico
113	<b>KILLER BEE &amp; Design</b>	537660	N/A	Mexico
114	<b>LYNX</b>	103429	3/5/01	New Zealand
115	<b>SNAKE EYES (&amp; Design)</b>	317071	9/28/99	New Zealand
116	<b>SNAKE EYES (&amp; Design)</b>	311863	6/28/99	New Zealand
117	<b>GOLFSMITH</b>	188587	11/2/88	New Zealand
118	<b>Design/Device/Logo (CAT HEAD)</b>	141621	6/7/90	Norway
119	<b>GOLFSMITH</b>	146182	7/25/91	Norway
120	<b>PREDATOR</b>	141622	6/7/00	Norway
121	<b>LYNX (Stylized)</b>	158537	9/19/93	Norway
122	<b>GOLFSMITH</b>	62540	2/5/96	Philippines
123	<b>GOLFSMITH</b>	259976	9/10/93	Portugal (CTM)
124	<b>LYNX</b>	305584	10/10/95	Portugal (CTM)
125	<b>Design/Device/Logo (CAT HEAD)</b>	T99/11246C	7/10/99	Singapore
126	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	T95/03868D	N/A	Singapore
127	<b>Design/Device/Logo (CAT HEAD)</b>	T99/11247A	10/7/99	Singapore
128	<b>GOLFSMITH</b>	17193	11/11/93	Singapore
129	<b>KILLER BEE (&amp; Design)</b>	9356 96	9/2/96	Singapore
130	<b>LYNX</b>	T8300911J	2/21/94	Singapore
131	<b>LYNX</b>	T7461822C	8/29/95	Singapore
132	<b>SNAKE EYES (&amp; Design)</b>	T99/08501 F	10/8/99	Singapore
133	<b>GOLFSMITH</b>	92 6769	8/12/92	South Africa
134	<b>KILLER BEE (&amp; Design)</b>	96 13143	9/17/96	South Africa
135	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	1931294	6/5/95	Spain
136	<b>GOLFSMITH</b>	1282341	3/20/91	Spain
137	<b>GOLFSMITH</b>	219470	11/23/90	Sweden (CTM)
138	<b>PREDATOR</b>	201125	5/7/86	Sweden (CTM)
139	<b>Design/Device/Logo (LYNX)</b>	426459	11/1/94	Switzerland
140	<b>GOLFSMITH</b>	219470	11/23/90	Switzerland
141	<b>KILLER BEE (&amp; Design)</b>	440053	8/6/96	Switzerland
142	<b>LYNX</b>	427932	11/29/94	Switzerland
143	<b>BLACK CAT</b>	695184	11/1/95	Taiwan (ROC)
144	<b>CRYSTAL CAT</b>	886742	3/16/00	Taiwan (ROC)
145	<b>Design/Device/Logo (SNAKE</b>	914749	11/16/00	Taiwan (ROC)

Tab	Trademark	Number	Registration Date	Country
	<b>EYES)</b>			
146	<b>Design/Device/Logo (SNAKE EYES)</b>	917686	12/1/00	Taiwan (ROC)
147	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	427703	1/16/89	Taiwan (ROC)
148	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	468188	12/1/89	Taiwan (ROC)
149	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	471252	1/1/90	Taiwan (ROC)
150	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	477066	3/1/90	Taiwan (ROC)
151	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	474125	2/1/90	Taiwan (ROC)
152	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	493117	8/1/90	Taiwan (ROC)
153	<b>GOLFSMITH</b>	476096	2/16/90	Taiwan (ROC)
154	<b>GOLFSMITH</b>	947060	6/16/01	Taiwan (ROC)
155	<b>KILLER BEE</b>	886741	3/16/00	Taiwan (ROC)
156	<b>LIBERTY</b>	334375	7/31/96	Taiwan (ROC)
157	<b>LYNX</b>	377128	9/16/87	Taiwan (ROC)
158	<b>LYNX</b>	955979	8/16/01	Taiwan (ROC)
159	<b>LYNX (Stylized)</b>	350551	12/16/87	Taiwan (ROC)
160	<b>LYNX (Stylized)</b>	348027	12/1/86	Taiwan (ROC)
161	<b>LYNX (Stylized)</b>	468187	12/1/89	Taiwan (ROC)
162	<b>LYNX (Stylized)</b>	475705	2/16/90	Taiwan (ROC)
163	<b>LYNX (Stylized)</b>	442679	5/16/89	Taiwan (ROC)
164	<b>LYNX (Stylized)</b>	474124	2/1/90	Taiwan (ROC)
165	<b>LYNX (Stylized)</b>	500379	10/1/90	Taiwan (ROC)
166	<b>LYNX (Stylized) &amp; Design (Cat Head Detailed)</b>	82307	6/1/76	Taiwan (ROC)
167	<b>PARALLAX</b>	324686	5/1/86	Taiwan (ROC)
168	<b>PREDATOR</b>	331137	6/29/96	Taiwan (ROC)
169	<b>PROWLER</b>	910372	10/16/00	Taiwan (ROC)
170	<b>SNAKE EYES</b>	917687	12/1/00	Taiwan (ROC)
171	<b>SNAKE EYES</b>	774546	8/30/97	Taiwan (ROC)
172	<b>TEXAS WEDGE</b>	476097	2/16/90	Taiwan (ROC)
173	<b>TIGRESS</b>	889987	4/16/00	Taiwan (ROC)
174	<b>Design/Device/Logo (CAT HEAD)</b>	TM124296	11/24/00	Thailand
175	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	TM 102725 131656 (old)	11/30/99	Thailand
176	<b>Design/Device/Logo (CAT HEAD Design)</b>	TM 125404	1/3/01	Thailand
177	<b>GOLFSMITH</b>	132815 (old)	3/15/89	Thailand
178	<b>KILLER BEE (&amp; Design)</b>	TM 69585	7/12/00	Thailand
179	<b>LYNX</b>	78858	10/1/98	Thailand
180	<b>LYNX</b>	74487	8/7/91	Thailand
181	<b>LYNX</b>	TM 18364	9/25/94	Thailand

Tab	Trademark	Number	Registration Date	Country
182	<b>LYNX (Stylized)</b>	TM 103335 138891 (old)	5/12/89	Thailand
183	<b>PREDATOR</b>	TM 103337 133210 (old)	5/8/89	Thailand
184	<b>BLACK CAT</b>	2008686	8/30/96	United Kingdom (CTM)
185	<b>Design/Device/Logo (CAT HEAD)</b>	1536846	6/10/94	United Kingdom (CTM)
186	<b>GOLFSMITH</b>	B1361988	10/27/88	United Kingdom (CTM)
187	<b>LIBERTY</b>	1255176	11/26/85	United Kingdom (CTM)
188	<b>LYNX</b>	1211627	1/27/84	United Kingdom (CTM)
189	<b>LYNX</b>	1211626	1/27/84	United Kingdom (CTM)
190	<b>PARALLAX</b>	1255177	11/26/85	United Kingdom (CTM)
191	<b>PREDATOR</b>	1092683	3/16/99	United Kingdom (CTM)
192	<b>SNAKE EYES</b>	2040290	7/26/96	United Kingdom (CTM)
193	<b>ACCUCORE</b>	2,125,496	12/30/97	United States
194	<b>BACKFLOW</b>	2,121,599	12/16/97	United States
195	<b>BECAUSE IT'S MORE THAN JUST A GAME</b>	1,903,655	7/4/95	United States
196	<b>BIMETALLIC</b>	2,125,480	12/30/97	United States
197	<b>BLACK CAT</b>	1,983,048	6/25/96	United States
198	<b>BLACK HAWK</b>	2,152,015	4/21/98	United States
199	<b>BLACKSMITH</b>	2,125,856	12/30/97	United States
200	<b>BOBTAIL</b>	1,126,412	10/30/79	United States
201	<b>BRASS MASTER</b>	2,248,524	6/1/99	United States
202	<b>BULL WHIP SHAFT (&amp; Design)</b>	2,140,571	3/3/98	United States
203	<b>CARBON STICK</b>	2,190,347	9/22/98	United States
204	<b>CARBON TOUR</b>	2,253,665	6/15/99	United States
205	<b>COMFORT</b>	2,389,096	9/28/00	United States
206	<b>COPPER CLASSIC</b>	2,204,865	11/24/98	United States
207	<b>CRYSTAL CAT</b>	2,453,296	5/22/01	United States
208	<b>CUSTOM MADE WEDGE SYSTEM</b>	2,238,074	4/13/99	United States
209	<b>DEAD STOP</b>	2,139,044	2/24/98	United States
210	<b>Design/Device/Logo (BLACK CAT HEAD)</b>	2,065,242	5/27/97	United States
211	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	1,518,085	12/27/88	United States
212	<b>Design/Device/Logo (CAT HEAD Old Design)</b>	1,518,125	12/27/88	United States

Tab	Trademark	Number	Registration Date	Country
213	DESIGNATED DRIVER	2,121,890	12/16/97	United States
214	EASY ON	1,434,797	3/31/87	United States
215	FIBER STAR	2,193,255	10/6/98	United States
216	FIRE STAR	2,130,690	1/20/98	United States
217	GOLFSMITH	1,447,761	7/14/87	United States
218	GRAND TITANIUM	2,266,938	8/3/99	United States
219	GREY HAWK	2,125,678	12/30/97	United States
220	INTERFACE	2,129,126	1/13/98	United States
221	JETSTREAM	2,124,015	12/23/97	United States
222	KILLER BEE	1,966,455	4/9/96	United States
223	KILLER BEE (& Design)	1,997,989	9/3/96	United States
224	LADY HAWK	2,144,570	3/17/98	United States
225	LADY STERLING	2,144,569	3/17/98	United States
226	LIBERTY	1,416,763	11/11/86	United States
227	LONG JON	2,325,087	3/7/00	United States
228	LYNX	1,446,493	7/7/87	United States
229	LYNX	943,571	9/26/72	United States
230	LYNX	53115	N/A	United States California
231	LYNX	53116	N/A	United States California
232	NIGHT HAWK	2,124,013	12/23/97	United States
233	O/S PROJECT	2,140,897	3/31/98	United States
234	PARALLAX	1,399,697	7/1/86	United States
235	PATHMARK	2,132,755	1/27/98	United States
236	PATRIOT	1,399,698	7/1/86	United States
237	PAW	2,013,921	11/5/96	United States
238	POINT BLANK	2,124,012	12/23/97	United States
239	POSITRAC	2,125,832	12/30/97	United States
240	POWER TAPER	1,984,104	7/2/96	United States
241	PREDATOR	1,351,870	7/30/95	United States
242	PURE BALANCE	2,140,899	3/3/98	United States
243	ROUGH RIDER	2,258,083	6/29/99	United States
244	SEASONED PLAYER	2,129,129	1/13/98	United States
245	SHORT GAME SYSTEM	2,392,567	10/20/00	United States
246	SIGHT LINE	2,129,130	1/13/98	United States
247	SILVERSMITH	2,121,889	12/16/97	United States
248	SINGLE STROKE	2,193,256	10/6/98	United States
249	SNAKE EYES (& Design)	1,889,946	4/18/95	United States
250	SOFT STROKE	2,129,128	1/13/98	United States
251	SONIC BOOM	2,156,583	5/12/98	United States
252	SONORA	2,301,230	12/21/99	United States
253	SONORA GOLF CO.	1,987,306	7/16/96	United States
254	SPECIAL FORCE	2,129,132	1/13/98	United States
255	SPEED BUMPS	2,124,011	12/23/97	United States
256	STERLING	2,129,131	1/13/98	United States
257	STINGER	2,374,557	8/8/00	United States
258	STOP ACTION	2,129,133	1/13/98	United States

<b>Tab</b>	<b>Trademark</b>	<b>Number</b>	<b>Registration Date</b>	<b>Country</b>
259	<b>SUNDANCE</b>	2,129,127	1/13/98	United States
260	<b>SUPER TRACK</b>	2,249,691	6/1/99	United States
261	<b>TEXAS CLASSIC</b>	2,190,501	9/22/98	United States
262	<b>TEXAS WEDGE</b>	2,047,644	3/25/97	United States
263	<b>TIGRESS</b>	1,356,970	8/27/85	United States
264	<b>TOUR CAVITY</b>	2,255,633	6/22/99	United States
265	<b>TOUR TECH</b>	2,140,901	3/3/98	United States
266	<b>TRANSMITTER</b>	1,500,655		United States
267	<b>TRI-RAIL</b>	2,129,134	1/13/98	United States
268	<b>WEED CUTTER</b>	2,124,014	12/23/97	United States
269	<b>XPC</b>	1,274,437	4/17/84	United States

**TRADEMARK APPLICATIONS**

<b>Tab</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Date of Application</b>	<b>Country</b>
1	<b>LYNX</b>	879682	6/19/01	Australia
2	<b>SNAKE EYES</b>	1020587	6/28/99	Canada
3	<b>SNAKE EYES (&amp; Design)</b>	1020586	6/28/99	Canada
4	<b>Design/Device/Logo (CAT HEAD)</b>	200190356	12/6/00	China
5	<b>GOLFSMITH</b>	9900032476	4/2/99	China
6	<b>LYNX</b>	9900098601	8/25/99	China
7	<b>LYNX</b>	9900053811	5/17/99	China
8	<b>CRYSTAL CAT</b>	806877	4/17/98	European Community (CTM)
9	<b>GOLFSMITH</b>	610484	10/27/93	India
10	<b>SNAKE EYES</b>	88204/1999	10/4/99	Japan
11	<b>LYNX</b>	93 08614	10/28/93	Malaysia
12	<b>SNAKE EYES (&amp; Design)</b>	99 10290	10/15/99	Malaysia
13	<b>KILLER BEE</b>	116020	12/3/96	Philippines
14	<b>LYNX</b>	4 1999 07528	10/1/99	Philippines
15	<b>SNAKE EYES (&amp; Design)</b>	4 1999 06367	8/26/99	Philippines
16	<b>BLACK CAT</b>	95 00630	1/20/95	South Africa
17	<b>Design/Device/Logo (CAT HEAD)</b>	99/19087	10/15/90	South Africa
18	<b>LYNX</b>	99/19085	10/15/99	South Africa
19	<b>SNAKE EYES (&amp; Design)</b>	99/19086	10/15/99	South Africa
20	<b>TIGRESS</b>	91/19086	4/23/91	South Africa
21	<b>SNAKE EYES (&amp; Design)</b>	90041243	10/5/01	Taiwan (ROC)
22	<b>BLACK ROCK &amp; Design</b>	75/233,850	1/30/97	United States
23	<b>FIRE FORGED</b>	76/181,735	12/12/00	United States
24	<b>QUICK STRIKE</b>	76/105,038	8/8/00	United States
25	<b>TOUR STEEL</b>	76/181,734	12/12/00	United States

## TRADEMARK LICENSES

Tab	Licensor	Licensee	Trademark	Date
1	Golfsmith Int'l, L.P.	Bali Leathers, Inc.	<b>LYNX</b> , Cat Head Design, <b>SNAKE EYES</b> , Snake Eyes Design, <b>SNAKE EYES &amp; Design</b> , & <b>KILLER BEE &amp; Design</b> ,	9/1/01
2	Golfsmith Int'l, L.P.	Golf Gear Australia Pty. Ltd.	<b>SNAKE EYES</b> , <b>SNAKE EYES &amp; Design</b> & Snake Eyes Design	5/1/01
3	Golfsmith Int'l, L.P.	Golf Gear Australia Pty. Ltd.	Cat Head Design & <b>LYNX</b> trademarks	5/1/01
4	Golfsmith Int'l, L.P.	Hwa Kyung, Inc.	Cathead Design & <b>LYNX</b> trademarks	1/1/01
5	Golfsmith Int'l, L.P.	Mascot Leisure Business Corp.	Design/Device/Logo (Cat Head), <b>LYNX</b> , <b>LYNX</b> (Stylized), & <b>LYNX</b> , <b>LYNX</b> (Stylized) & Design (Cat Head Detailed)	9/1/00
6	Golfsmith Int'l, L.P.	Korea Golf Academy	<b>GOLFSMITH</b>	1/1/02
7	Golfsmith Int'l, L.P.	Sumikin Bussan Corp.	Design/Device/Logo (Cat Eye), Design/Device/Logo (Cat Head), <b>LYNX</b> (New Font), <b>LYNX</b> (Stylized), <b>LYNX</b> (with Japanese Characters), <b>LYNX &amp; Design</b> (Cat Eye), & <b>LYNX Golf &amp; Design</b> (Cat Eye)	3/1/00
8	Golfsmith Int'l, L.P.	Earl Weiss d/b/a Performance Golf, Inc.	<b>STINGER</b>	6/1/00
9	Golfsmith Int'l, L.P.	Pro Select, Inc.	<b>TI CAT</b>	7/9/02
10	Golfsmith Int'l, L.P.	Cobra Golf, Inc.	<b>BIMETALLIC</b>	1/1/99
11	Golfsmith Int'l, L.P.	TTHGOLF	"Marks & Images"	2/22/02
12	Spalding Sports Worldwide, Inc.	Golfsmith Int'l, L.P.	<b>SPALDING &amp; Star</b> , <b>ASCENT</b> , <b>BIRDIE</b> , <b>BIRD ON BALL &amp; Design</b> , <b>CASH-IN</b> , <b>EPIC</b> , <b>LEGACY</b> , <b>PRO IMPACT</b> , <b>PULSAR</b> , <b>TEE-FLITE</b> , <b>TOUR 1000</b> , <b>TOUR IMPACT &amp;</b>	3/1/02



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			<b>SYCHRODYNE</b>	
13	Spalding Sports Worldwide, Inc.	Golfsmith Int'l, L.P.	<b>SPALDING &amp; Star, ASCENT, BIRDIE, BIRD ON BALL &amp; Design, CASH-IN, EPIC, LEGACY, PRO IMPACT, PUSAR, TEE-FLITE, TOUR 1000, TOUR IMPACT &amp; SYCHRODYNE</b>	3/1/02
14				
15	The Boeing Company	Golfsmith Int'l, L.P.	<b>747</b>	7/1/92
16	T.H. Penick, Inc.	Golfsmith Int'l, L.P.	<b>HARVEY PENICK</b>	7/1/95
17	T.H. Penick, Inc.	Golfsmith Int'l, L.P.	<b>HARVEY PENICK</b>	1/1/00
18	T.H. Penick, Inc.	Golfsmith Int'l, L.P.	<b>HARVEY PENICK</b>	1/1/00
19	Dunlop Slazenger Int'l Ltd.	Golfsmith Int'l, L.P.	<b>JETSTREAM</b>	11/25/96
20	Ski Dynastar, Inc.	Golfsmith Int'l, L.P.	<b>ELASTEEL</b>	6/10/99
21	Winn, Inc.	Golfsmith Int'l, L.P.	<b>CONTOUR</b>	1/1/00

#### DOMAIN NAMES

<b>Tab</b>	<b>Domain Name</b>	<b>Owner</b>	<b>Reg. Date</b>	<b>Exp. Date</b>
1	golfsmith.biz	Golfsmith International, Inc.	12/14/01	12/14/03
2	golfsmith.com	Golfsmith International, Inc.	4/26/95	4/27/03
3	golfsmith.info	Golfsmith International, Inc.	10/31/01	10/31/03
4	golfsmith.us	Golfsmith International, Inc.	5/3/02	5/24/04
5	harveypenick.com	Golfsmith International, Inc.	2/8/99	2/8/03
6	lynxgolf.com	Golfsmith, Inc.	10/22/99	10/22/10

By letter dated August 8, 2002, the Company notified Bruce D. Burrows, applicant for the US trademark STINGER in International Class 28 (Serial No. 78/114688, filed March 13, 2002), that it considers his use of the mark to be infringing on the Company's previously registered STINGER mark (Reg. No. 2,374,557).

The Company is aware that a distributor with whom it has a prior business relationship, Elmer Craft, is operating a website at <http://killerbeegolf.com>. The Company is investigating the matter.

The Company is pursuing a trademark cancellation action in Korea against two SNAKE EYES & Design marks (Registration Nos. 398601 and 365785).