

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZEVO GOLF CO., INC.		06/02/2003	CORPORATION: NEVADA

RECEIVING PARTY DATA	
Name:	GOLFSMITH LICENSING, L.L.C.
Street Address:	11000 N-IH 35
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78753-3195
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2	
Property Type	Number
Serial Number:	76276094
Serial Number:	76362387

CORRESPONDENCE DATA	
Fax Number:	(212)556-2222
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212/556-2100
Email:	kdelpilar@kslaw.com
Correspondent Name:	MONIQUE L. RIBANDO
Address Line 1:	1185 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	ZEVO
-------------------------	------

NAME OF SUBMITTER:	KAREN DEL PILAR
--------------------	-----------------

Total Attachments: 4 source=2_1.tif source=2_2.tif source=2_3.tif
--

OP \$65.00 76276094

ASSIGNMENT OF TRADEMARKS

WHEREAS, ZEVO GOLF CO., INC., a corporation organized and existing under the laws of the state of Nevada (“*Assignor*”), has adopted, used and is using in its business the trademarks on Schedule A, attached hereto (the “*Trademarks*”);

WHEREAS, GOLFSMITH LICENSING, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware (“*Assignee*”), is desirous of acquiring all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations and applications therefor;

WHEREAS, it is desired that the assignment of said rights in the Trademarks be made of record in the United States Patent and Trademark Office, all foreign trademark offices and any other appropriate governmental or administrative offices;

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor assigns to Assignee all right, title and interest in and to the Trademarks, including all common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

Assignor will execute and deliver to Assignee any documents necessary to affect the transfer of the Trademarks or to maintain the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed and delivered as this 2 day of June, 2003.

ASSIGNOR:

ZEVO GOLF CO., INC.

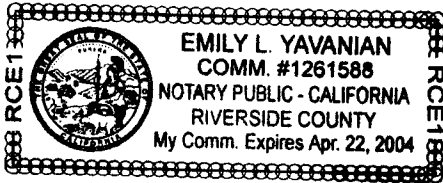
By: [Signature]
Michael Hoffee
President

California
STATE OF Riverside)
Riverside COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael J. Hoffee, whose name as President of Zevo Golf Company, Inc., a Nevada corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 2nd day of June, 2003.

[Signature]
Notary Public



ASSIGNEE:

GOLFSMITH LICENSING, L.L.C.

By: _____
Noel Wilens
Vice President

STATE OF _____)
:)
_____ COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Noel Wilens, whose name as Vice President of Golfsmith Licensing, L.L.C., a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such representative, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal of office this _____ day of June, 2003.

Notary Public

SCHEDULE A

COUNTRY	TRADEMARK	REGISTRATION NO./ *APPLICATION NO.
USA	DRIVEN BY DESIGN	76-276094
USA	FLYING BUTTRESS	76-362387