

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Kids Golf, LLC		08/30/2003	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA	
Name:	SouthTrust Bank
Street Address:	2161 Pleasant Hill Road
Internal Address:	Northeast Metro Lending Department
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30096
Entity Type:	banking corporation: ALABAMA

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	2092787	U.S. KIDS
Registration Number:	2257218	U.S. KIDS
Registration Number:	2228940	
Registration Number:	2322985	KIDSKLUBS
Registration Number:	2458453	PERSONAL TEE
Registration Number:	2397681	SWING-RIGHT
Registration Number:	2377628	KIDSFLEX

CORRESPONDENCE DATA	
Fax Number:	(205)244-5714
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	205-458-5284
Email:	ivincent@burr.com
Correspondent Name:	India E. Vincent, Esq.
Address Line 1:	420 North 20th Street

CH \$190.00 2092787

Address Line 2: Burr & Forman LLP, Suite 3100  
Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:

1824-6458

NAME OF SUBMITTER:

India E. Vincent, Esq.

**Total Attachments: 6**

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**PATENT, COPYRIGHT, AND TRADEMARK  
ASSIGNMENT AND SECURITY AGREEMENT**

**THIS PATENT, COPYRIGHT, TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT** is entered into as of August 30, 2003, **U.S. KIDS GOLF, LLC**, a Georgia limited liability company ("**Borrower**"), whose address is 3040 Northwoods Parkway, Norcross, Gwinnett County, Georgia 30071, and **SOUTHTRUST BANK**, an Alabama banking corporation (successor by conversion to SouthTrust Bank, National Association, a national banking association), with an office located at 2161 Pleasant Hill Road, Duluth, Georgia 30096 Attention: Northeast Metro Lending Department ("**Lender**").

**W I T N E S S E T H:**

Borrower has heretofore executed and delivered to Lender a Trademark Security Agreement dated as of November 19, 1999 (the "**Existing Security Agreement**"), as additional security for certain credit facilities made available by Lender to Borrower pursuant to a Loan and Security Agreement between Lender and Borrower dated as of November 19, 1999 (as heretofore amended, the "**Loan Agreement**"). Borrower and Lender have entered into a Ninth Amendment to Loan Documents of even date herewith (the "**Amendment**"), pursuant to which Borrower and Lender have agreed to certain amendments to the Loan Agreement and the other documents described therein.

As one of the conditions to Amendment, Lender has requested that Borrower enter into this Agreement for the purpose of amending and restating the Existing Security Agreement to expand the property covered thereby to encompass certain additional intellectual property owed by Borrower, as more particularly provided herein.

**NOW, THEREFORE**, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Borrower hereby agrees that the Existing Security Agreement is amended and restated in its entirety as follows::

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of the Obligations and the Guaranty Agreement, Borrower hereby pledges, assigns and grants to Lender a continuing security interest in and lien upon all of the following property of Borrower, whether now owned or existing or hereafter acquired (the "**Collateral**"):

(a) All trademarks, trademark registrations, tradenames, trademark applications, patents, patent applications, copyrights, and other intellectual property of Borrower (collectively, the "**Intellectual Property**"), including, without limitation, the Intellectual Property described on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to

sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world;

(b) the goodwill of Assignor's business connected with and symbolized by the Intellectual Property; and

(c) all proceeds of the foregoing.

3. Borrower represents and warrants that (a) the Intellectual Property is subsisting and has not been adjudged invalid or unenforceable; (b) upon the filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign Intellectual Property), enforceable against Assignor and all third Persons in accordance with its terms; (c) no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person; and (d) Borrower has the unqualified right to enter into this Agreement and perform its terms.

4. Borrower covenants and agrees that (a) the Intellectual Property is valid and enforceable; (b) Borrower is the sole and exclusive owners of the entire right, title and interest in and to each of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons; (c) Borrower will maintain the quality of the products associated with the Intellectual Property, at a level consistent with the quality at the time of this Agreement; (d) Borrower will not change the quality of the products associated with the Intellectual Property without Lender's prior written consent; and (e) Borrower has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each Trademark as required by law.

5. Borrower agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with Borrower's duties under this Agreement.

6. If, before the Obligations have been satisfied in full, Borrower shall obtain rights to any new Intellectual Property, or become entitled to the benefit of any application for the registration or renewal of any Intellectual Property, the provisions of Section 2 hereof shall automatically apply thereto, and Borrower shall give to Lender prompt notice thereof in writing.

7. Borrower authorizes Lender to modify this Agreement by amending Schedule A to include specifically any future Intellectual Property (and any applications relating thereto) within the Collateral.

8. Upon and at any time after the occurrence of an Event of Default (as defined in the Loan Agreement), Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Georgia. Without limiting the generality of the foregoing, Lender may immediately, without

notice or demand, each of which Assignor hereby waives, collect directly any payments due Borrower or Assignor in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. Borrower hereby agrees that ten (10) days written notice to Borrower of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Borrower, which right Borrower hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Lender in its sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Borrower. If any deficiency shall arise, the Assignor and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

9. Borrower hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as Borrower's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Borrower's name on all applications documents, papers and instruments necessary for Lender to use the Intellectual Property, or to grant or issue any exclusive or nonexclusive license under the Intellectual Property to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

10. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to Assignor all releases and other instruments to terminate Lender's security interest in the Collateral.

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower on demand by Lender and shall bear interest at the Default Rate prescribed in the Loan Agreement.

12. Borrower shall use its best efforts to detect any infringers of the Intellectual Property and shall notify Lender in writing of infringements detected. Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently any application for the registration of the Intellectual Property pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but

unregistered Intellectual Property, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Intellectual Property and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Intellectual Property. Any expenses incurred in connection with such applications or proceedings shall be borne by Borrower. Borrower shall not abandon any right to file an application or any pending application without the consent of Lender.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Intellectual Property and any license thereunder, in which event Borrower shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this Section 13. Nothing herein shall be deemed to prohibit Borrower from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute such suit.

14. If Borrower fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in Borrower's name or in Lender's name, but at the Lender's expense, and Borrower agrees to reimburse Lender in full for all expenses, including attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Intellectual Property or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. Notice of acceptance hereof is hereby waived by Borrower.

21. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN ATLANTA, GEORGIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA.

22. BORROWER AND LENDER EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE INTELLECTUAL PROPERTY.

WITNESS the execution hereof under seal as of the day and year first above written.

U.S. KIDS GOLF, LLC,  
a Georgia limited liability company

By: [Signature]  
Name: Don Van Horn  
Title: Manager

Sworn to and subscribed before the  
undersigned on this 7<sup>th</sup> day of October, 2003.

[Signature]  
Notary Public  
Commission expiry: 8-29-04

[Affix notarial seal or stamp]

**SCHEDULE A**  
**INTELLECTUAL PROPERTY RIGHTS**

**TRADEMARKS**

<i>Description</i>	<i>Registration No.</i>	<i>Issue Dates</i>
U.S. Kids	2,092,787	09.02.97
U.S. Kids	859926 (EU)	02.27.02
U. S. Kids & Flag Design	2,257,218	06.29.99
Flag Design	2,228,940	03.02.99
Kidsklubs	2,322,985	02.29.00
Personal Tee	2,458,453	06.05.01
Swing-Right	2,397,681	10.24.00
Kidsflex	2,377,628	08.15.00

**PATENTS**

<i>Description</i>	<i>Patent No.</i>	<i>Issue Dates</i>
Golf Club Display Hanger	US 6,305,655 B1	10.23.01
Golf Club Display Hanger	US D440,873 S	04.24.01