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03-08-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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102686745

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

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

1. Name of conveying party(ies):

Toski Golf, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 16, 2002

2. Name and address of receiving party(ies)

Name: Ralph Maltby Enterprises, Inc.

Internal Address: _____

Street Address: 4820 Jacksontown Road

City: Newark State: OH Zip: 43058

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- 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 No

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4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,453,584; 2,500,670; 1,409,594; 1,406,892

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kimberly Gambrel

Internal Address: _____

Street Address: One Dayton Centre - Suite 500

One South Main Street

City: Dayton State: OH Zip: 45402

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Kimberly Gambrel

Name of Person Signing

Kimberly Gambrel
Signature

March 1, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

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

03/05/2004 18:21:02 METACAL-0000053-2463584

40.00 DP
75.00 DP

01 FC:0521
02 FC:0522

TRADEMARK
REEL: 002926 FRAME: 0554

U.S. TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made effective this ~~16th~~^{OCT} day of ~~September~~, 2002 by Toski Golf, LLC ("Assignor"), and Ralph Maltby Enterprises, Inc. ("Assignee").

WHEREAS, Assignor has adopted, used and/or is currently using and owns certain marks, and has agreed to assign to Assignee all of Assignor's right, title, and interest in and to all its US registered trademarks and service marks, pending applications for any of the foregoing, including, without limitation, intent to use applications, used in the operation of its golf equipment business as set forth on Schedule A annexed hereto (collectively, "Marks") and the goodwill of the golf equipment business associated with the Marks.

NOW, THEREFORE, for ten dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers, sets over, and delivers to Assignee, the Assignor's entire right, title and interest in and to the Marks, along with the goodwill of Assignor's in the golf equipment business in connection with which the Marks are used, free and clear of any liens, the same to be held and enjoyed by said Assignee, its successors, assigns, or legal representatives, together with income, royalties, damages, or payments due on the date hereof or thereafter, including, without limitation, all claims for damages or payments by reason or infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignee, in acquiring the Marks and the intent to use applications, is doing so intending to be the successor to that portion of the golf equipment business of the Assignor to which the Marks pertain including, without limitation, the goodwill of the business associated therewith.

Assignor hereby covenants that it shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the implementation or perfection of this Assignment; and (ii) in the recordation of this Assignment with the United States Patent and Trademark Office.

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TRADEMARK
REEL: 002926 FRAME: 0555

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal.

TOSKI GOLF, LLC

By: Robert A. Pebert

Title: Member

Date: 10-16-02

STATE OF Ohio)

COUNTY OF Franklin) SS:

On this 16th day of October, 2002, before me personally came Robert A. Pebert, to me known who, being duly sworn, did depose and say that he resides in the State of Ohio; and that he signed his name thereto.

Gail L. Zura
Notary Public



GAIL L. ZURA
Notary Public, State of Ohio
My Commission Expires 09-22-07

Schedule "A"
Toski Golf, LLC

SCHEDULE OF MARKS

Mark	Reg. Or Serial No.	Status
✓ HRC53SERIES	Reg. No. 2,449,242	Registered 5/8/01
✗ SWING PRINT	Reg. No. 2,432,319	Registered 2/27/01
TOSKI GOLF ✓	Reg. No. 2,453,584	Registered 5/22/01
TOSKI GOLF ✓	Reg. No. 2,500,670	Registered 10/23/01
CATALYST	Reg. No. 2,005,268	Registered 10/1/96
CATALYST (design)	Reg. No. 1,951,555	Registered 1/23/96
ATTACK PACK	Reg. No. 1,667,214	Registered 12/3/91
✓ PERFECT MATCH	Reg. No. 1,409,594	Registered 9/16/86
✓ TARGET	Reg. No. 1,406,892	Registered 8/26/86
ATTACK PACK	Serial No. 78/096,045	filed 11/30/01
✓ LEGACY	Serial No. 76/371355	filed 2/15/02