

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
Robert M. Grace		06/28/2005	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	MacGregor Golf Company		
Street Address:	1000 Pecan Grove Drive		
City:	Albany		
State/Country:	GEORGIA		
Postal Code:	31701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2781543	THE FAT LADY SWINGS	
CORRESPONDENCE DATA			
Fax Number:	(925)274-7544		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(925) 937-3600		
Email:	jlindgren@mmbllaw.com		
Correspondent Name:	Jeffrey T. Lindgren		
Address Line 1:	1676 N. California Boulevard, Suite 200		
Address Line 4:	Walnut Creek, CALIFORNIA 94596		
NAME OF SUBMITTER:	Jeffrey T. Lindgren		
Signature:	/s/		
Date:	08/15/2005		
Total Attachments: 1 source=Assignment2781543#page1.tif			

CH \$40.00 2781543

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, **Robert M. Grace**, an individual residing in the state of Florida (the "Assignor"), has acquired certain right, title and interest in and to the trademark *The Fat Lady Swings* in the United States, for which he has Registration No. 2,781,543 in the United States Patent and Trademark Office, the application for which was filed on September 30, 2002; and

WHEREAS, Assignor and **MacGregor Golf Company**, a Delaware corporation with offices at 1000 Pecan Grove Drive, Albany, GA 31701 (the "Assignee"), have entered into a September 17, 2003 Asset Purchase Agreement (the "APA"), pursuant to which Assignee acquired all intellectual property and associated goodwill owned or thereafter developed by the Assignor, and Assignee is desirous of acquiring all right, title, and interest in and to the trademark *The Fat Lady Swings*, the good will symbolized by the trademark *The Fat Lady Swings*, and Registration No. 2,781,543 (collectively, the "Mark").

NOW, THEREFORE, for good and valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee all of its right, title and interest in and to: (1) the Mark; (2) all income, royalties, damages and payments now or hereafter due or payable with respect to the Mark; (3) all rights of action arising from the Mark; (4) all claims for damages by reason of past, present and future infringement or misappropriation of the Mark; and (5) the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

Robert M. Grace



Date: June 28, 2005