

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASHWORTH, INC.		07/06/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	UNION BANK OF CALIFORNIA, N.A.
Street Address:	1980 Saturn Street
City:	Monterey Park
State/Country:	CALIFORNIA
Postal Code:	91755
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1621300	
Registration Number:	2226392	ASHWORTH
Registration Number:	1967398	
Registration Number:	1919862	ASHWORTH
Registration Number:	1856825	ASHWORTH
Registration Number:	2012411	ASHWORTH
Registration Number:	1989084	ASHWORTH
Registration Number:	1967399	
Registration Number:	1938133	ASHWORTH
Registration Number:	1938132	ASHWORTH
Registration Number:	1940723	
Registration Number:	1940724	
Registration Number:	2215084	
Registration Number:	2215085	ASHWORTH

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Registration Number:	2149076	WEATHER SYSTEMS
Registration Number:	2763377	ASHWORTH
Registration Number:	2698619	ASHWORTH 7
Registration Number:	2333259	
Registration Number:	2830473	
Registration Number:	2826563	EZ-TECH
Serial Number:	76626372	ASHWORTH
Serial Number:	78711819	
Serial Number:	78625589	AWS

CORRESPONDENCE DATA

Fax Number: (858)677-1401

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-638-6658

Email: mark.cadigan@dlapiper.com

Correspondent Name: Mark Cadigan

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Mark Cadigan
Signature:	/s/ Mark Cadigan
Date:	02/06/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of July 6, 2004, by and between by and between Ashworth, Inc., a Delaware corporation ("Grantor"), each lender from time to time party to the Credit Agreement (as defined below) (collectively, the "Lenders" and individually, a "Lender"), and UNION BANK OF CALIFORNIA, N.A., as Agent and as U.K. Security Trustee (in such capacity, "Agent" or, "Secured Party").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Revolving/Term Loan Credit Agreement dated as of July 6, 2004 (the "Credit Agreement;" all capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement).

B. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Grantor and Lenders, Grantor grants and pledges to Agent, as agent for the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its "Intellectual Property Collateral" (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

GRANTOR

2765 Loker Avenue West
Carlsbad, CA 92008

Attn: Chief Financial Officer

ASHWORTH, INC.

By: 

Its: CEO + President

Address of Agent:

AGENT

1980 Saturn Street
Monterey Park, California 91755
Mail Code: 4-957-161
Attention: Luis Lopez

With a copy to:

530 B Street, 4th Floor
San Diego, California 92101
Mail Code: S420
Attention: Thomas Vessey, VP

UNION BANK OF CALIFORNIA, N.A.

By: 

Its: L. D. Hart
Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

GT6475708.2
337173-8

TRADEMARK
REEL: 003241 FRAME: 0159

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
(design only)	1,621,300	11/6/1990
Ashworth	2,226,392	2/23/1999
(design only)	1,967,398	4/9/1996
Ashworth (and design)	1,919,862	9/19/1995
Ashworth	1,856,825	10/4/1994
Ashworth	2,012,411	10/29/1996
Ashworth (and design)	1,989,084	7/23/1996
(design only)	1,967,399	4/9/1996
Ashworth (and design)	1,938,133	11/28/1995
Ashworth	1,938,132	11/28/1995
(design only)	1,940,723	12/12/1995
(design only)	1,940,724	12/12/1995
(design only)	2,215,084	12/29/1998
Ashworth (stylized letters)	2,215,085	12/29/1998
Weather Systems (stylized letters)	2,149,076	4/7/1998
Ashworth	2,763,377	9/16/2003
Ashworth 7	2,698,619	3/18/2003
(design only)	2,333,259	3/21/2000
(design only)	2,830,473	4/6/2004
EZ-Tech	2,826,563	3/23/2004
Ashworth (and design)	76-626372	12/28/2004
(design only)	78-711819	9/13/2005
AWS (stylized letters)	78-625589	5/1/2005

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