

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the security agreement to delete trademark registration no. 1,959,949 previously recorded on Reel 002015 Frame 0871. Assignor(s) hereby confirms the security agreement.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aldila Golf Corp.	FORMERLY Aldila, Inc.	07/09/1999	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Foothill Capital Corporation		
Street Address:	11111 Santa Monica Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2261319	LONGWOOD	
CORRESPONDENCE DATA			
Fax Number:	(310)203-0567		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	310.203.8080		
Email:	trademarkdocket@jmbm.com		
Correspondent Name:	Ken Bovard		
Address Line 1:	1900 Avenue of the Stars, 7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	60654-0001		
NAME OF SUBMITTER:	Ken Bovard		
Signature:	/Ken Bovard/		

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TRADEMARK
REEL: 003356 FRAME: 0373

Date:

07/27/2006

Total Attachments: 19

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

DEC 7

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger Effective Date
Month Day Year
- ☐ Change of Name
- ☐ Other

Conveying Party

- ☐ Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
- Formerly
- 07091999

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

- ☐ Mark if additional names of receiving parties attached

- Name
- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
- City State/Country Zip Code
- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization California

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 003356 FRAME: 0375

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☒

No

☐

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. Charges to deposit account are authorized, as indicated herein.

Kenneth C. Bovard

Name of Person Signing

Signature

Date Signed

11-30-99

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY



Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1895199	1630971	1630973
2204505	1519962	2005036
1855842	1216013	1659896

TRADEMARK

REEL: 003356 FRAME: 0377

COLLATERAL ASSIGNMENT OF TRADEMARKS

This 9th day of July, 1999, Aldila, Inc., a Delaware corporation ("*Assignor*"), with its principal place of business and mailing address at 12140 Community Road, Poway, California 92064-6871, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to Foothill Capital Corporation, a California corporation (together with its successors and assigns, "*Assignee*"), a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages (to the extent not effectively prohibited by an applicable and legally enforceable license agreement) by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages:

to secure performance of all Obligations of Assignor's subsidiary, Aldila Golf Corp., a Delaware corporation, as set out in that certain Intellectual Property Security Agreement dated as of July 9, 1999, by and between Assignor and Assignee (the "*Agreement*").

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

COPY

IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment of Trademarks to be duly executed as of the date and year first written above.

ASSIGNOR:

ALDILA, INC., a Delaware corporation

By: Robert J. Cierzan
Name: ROBERT J CIERZAN
Title: VICE PRESIDENT

ASSIGNEE:

**FOOTHILL CAPITAL
CORPORATION**, a California
corporation

By: Brian Duffy
Name: Brian Duffy
Title: Vice President

COPY

Collateral Assignment of Trademarks
[Aldila, Inc.]
Schedule A
Description of Trademarks

Trademarks Registered with The United States Patent and Trademark Office

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Class</u>
A (<i>Stylized Letters</i>)	Registered	Registered	1,101,602	28 ✓
A-S-D	Registered	Registered	1,847,770	28 ✓
ALDA HM-40	Registered	Registered	1,503,141	28 ✓
ALDA V	Registered	Registered	1,959,949	28 ✓
ALDALITE	Registered	Registered	1,774,311	28 ✓
ALDILA	Registered	Registered	1,029,465	28 ✓
FLOPSTER	PENDING	75/290,832	PENDING	28 ✓
GLT	Registered	Registered	1,216,930	28 ✓
HM-30	Registered	Registered	1,643,734	28 ✓
HM-35	Registered	Registered	1,895,198	28 ✓
HM-40	Registered	Registered	1,895,199	28 ✓
HM-50	Registered	Registered	1,630,971	28 ✓
HM-55	Registered	Registered	1,630,973	28 ✓
LOBSTER	Registered	Registered	2,204,505	28 ✓
LONGWOOD	PENDING	75/122,477	PENDING	28 ✓
POWERED BY ALDILA (<i>& Design</i>)	PENDING	75/122,477	PENDING	28 ✓
PROVEN BY PERFORMANCE	Registered	Registered	1,519,962	28 ✓
SMOOTH FLEX	Registered	Registered	2,005,036	28 ✓
TGI	Registered	Registered	1,855,842	28 ✓
TRU TORQUE	Registered	Registered	1,216,013	28 ✓
VELOCITOR	Registered	Registered	1,659,896	28 ✓
DESIGN (<i>Stylized Letter A</i>)	PENDING	75/553,601	PENDING	28 ✓

52306

TRADEMARK
REEL: 003356 FRAME: 0380

COPY**Trademarks Registered in Foreign Jurisdictions**

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Class</u>	<u>Country</u>
ALDILA (<i>Stylized Letters</i>)	Registered	Registered	1045484	28	United Kingdom
ALDILA	Registered	Registered	1018307	28	United Kingdom
ALDILA	PENDING	223081	PENDING	28	Community
CANNON ¹	Registered	Registered	TMA218,790	28	Canada
ALDA VIII	Registered	Registered	TMA215,996	28	Canada
ALDILA (& Design)	Registered	Registered	TMA217,731	28	Canada
A (& Design)	Registered	Registered	TMA219,934	28	Canada
ALDILA GOLF SHAFTS (& Design)	Registered	Registered	TMA233,609	28	Canada
ALDILA (& Design)	Registered	Registered	TMA201,477	28	Canada
ALDILA	Registered	Registered	TMA201,476	28	Canada
ALDILA	Registered	Registered	A289273	28	Australia
ALDILA	Registered	Registered	21526	28	Brunei
ALDILA	Registered	Registered	992059	28	China P.R.
ALDILA	Registered	Registered	1447316	24	Japan
ALDILA	Registered	Registered	1456029	24	Japan
ALDILA IN KATAKANA	Registered	Registered	1320939	24	Japan
ALDA HM-20	Registered	Registered	230141	00000	South Korea
ALDA HM-30	Registered	Registered	230142	00000	South Korea
ALDA HM-40	Registered	Registered	230143	00000	South Korea
ALDA HM-55	Registered	Registered	230144	00000	South Korea
ALDILA	PENDING	96-18205	PENDING	43	South Korea
ALDILA	Registered	Registered	93/03076	28	Malaysia
ALDILA	Registered	Registered	414427	28	Mexico

¹ It is unclear whether this mark is owned (a) by Borrower or Parent Company or (b) by an unrelated entity with a name similar to that of Parent Company. Borrower and Parent Company make no representations, warranties, covenants or other agreements with respect to this mark.

COPY

HM-30	Registered	Registered	416409	28	Mexico
HM-40	Registered	Registered	416410	28	Mexico
HM-55	Registered	Registered	416411	28	Mexico
QUESTAR	Registered	Registered	41642	28	Mexico
ALDILA	PENDING	85873	PENDING	28	Philippines
ALDILA	Registered	Registered	3413/93	28	Singapore
ALDA VIII	Registered	Registered	161920	28	Sweden
ALDA HM	Registered	Registered	527732	00000	Taiwan
ALDILA	PENDING	7950427	PENDING		Taiwan
ALDILA	Registered	Registered	KOR 15577	28	Thailand

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TRADEMARK
REEL: 003356 FRAME: 0382

COPY OF DOCUMENT PREVIOUSLY RECORDED -
TO BE RECORDED WITH CORRECTIVE SECURITY AGREEMENT

COLLATERAL ASSIGNMENT OF TRADEMARKS

This 9th day of July, 1999, Aldila, Inc., a Delaware corporation ("*Assignor*"), with its principal place of business and mailing address at 12140 Community Road, Poway, California 92064-6871, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to Foothill Capital Corporation, a California corporation (together with its successors and assigns, "*Assignee*"), a continuing security interest in the following property:

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(ii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages (to the extent not effectively prohibited by an applicable and legally enforceable license agreement) by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages:

to secure performance of all Obligations of Assignor's subsidiary, Aldila Golf Corp., a Delaware corporation, as set out in that certain Intellectual Property Security Agreement dated as of July 9, 1999, by and between Assignor and Assignee (the "*Agreement*").

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By: Robert J. Czerny
Name: ROBERT J. CZERNY
Title: VICE PRESIDENT

ASSIGNEE:

**FOOTHILL CAPITAL
CORPORATION**, a California
corporation

By: Brian Dill
Name: Brian Dill
Title: Vice President

Collateral Assignment of Trademarks
[Aldila, Inc.]
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VELOCITOR	Registered	Registered	1,659,896	28 ✓
DESIGN (<i>Stylized Letter A</i>)	PENDING	75/553,601	PENDING	28 ✓

52306

TRADEMARK
REEL: 003356 FRAME: 0386

Trademarks Registered in Foreign Jurisdictions

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ALDILA	Registered	Registered	1447316	24	Japan
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ALDA HM-40	Registered	Registered	230143	00000	South Korea
ALDA HM-55	Registered	Registered	230144	00000	South Korea
ALDILA	PENDING	96-18205	PENDING	43	South Korea
ALDILA	Registered	Registered	93/03076	28	Malaysia
ALDILA	Registered	Registered	414427	28	Mexico

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HM-55	Registered	Registered	416411	28	Mexico
QUESTAR	Registered	Registered	41642	28	Mexico
ALDILA	PENDING	85873	PENDING	28	Philippines
ALDILA	Registered	Registered	3413/93	28	Singapore
ALDA VIII	Registered	Registered	161920	28	Sweden
ALDA HM	Registered	Registered	527732	00000	Taiwan
ALDILA	PENDING	7950427	PENDING		Taiwan
ALDILA	Registered	Registered	KOR 15577	28	Thailand

CANCELLATION OF COLLATERAL ASSIGNMENT

[Aldila Golf Corp.]

This Cancellation of Collateral Assignment (this "Cancellation") is executed on the date set forth below by WELLS FARGO FOOTHILL, INC., formerly known as Foothill Capital Corporation, a California corporation ("WFF"), with respect to the following facts:

A. WFF previously submitted to the U.S. Patent and Trademark Office ("USPTO"), for recording, a copy of a Collateral Assignment of Trademarks dated as of July 6, 1999 ("Collateral Assignment"), Aldila Golf Corp., formerly known as Aldila, Inc., a Delaware corporation ("Assignor") and Foothill Capital Corporation ("Assignee"), covering certain trademarks and related rights, including, without limitation, the trademark registered with the USPTO as U.S. registration number 1,959,949 ("Subject Trademark"), based on information provided to WFF by Assignor.

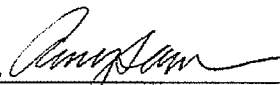
B. The Collateral Assignment was recorded by the USPTO on or as of January 3, 2000.

C. WFF has been informed that the Subject Trademark was not in fact owned by, or registered with the USPTO under the name of, Assignor and that the recording of the Collateral Assignment, insofar as it may describe and affect the Subject Trademark, was erroneous and made by mistake, and should be cancelled.

NOW THEREFORE, WFF does hereby affirm that the assignment of the Subject Trademark to WFF and any and all security interests of record in the Subject Trademark in WFF's favor pursuant to the Collateral Assignment are cancelled and shall be of no further force or effect.

DATED: July 25, 2006

WELLS FARGO FOOTHILL, INC.

By: 
Name: Amy Lam
Its: Vice President