TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRUE TEMPER SPORTS, INC.		01/22/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE, CAYMAN ISLANDS BRANCH
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	2997316	ALPHA Q
Registration Number:	2933160	ALPHA Q
Registration Number:	2673083	DIAMOND RIFLE
Registration Number:	3072061	ELIOS
Registration Number:	2955707	FLIGHTED
Registration Number:	2320724	FM PRECISION
Registration Number:	2373538	FM PRECISION GOLF
Registration Number:	2468136	FM PRECISION SHAFT
Registration Number:	1473514	GOLF
Registration Number:	3146367	HOW FAST WILL YOU GO TODAY?
Registration Number:	2125617	MICROLITE TD
Registration Number:	2303575	PRECISION
Registration Number:	2731681	PRECISION

OP $1115.00 2997316

Registration Number:	3177664	PRECISION SABER
Registration Number:	2798308	PRECISION SUPER LITE
Registration Number:	2632654	PRECISION TECHNOLOGY
Registration Number:	2931670	PRECISIONFM
Registration Number:	2928924	PROCUSTOM
Registration Number:	2722458	PROJECT X
Registration Number:	2936315	RELEASE
Registration Number:	2017291	RIFLE
Registration Number:	2830857	RIFLE AIRLITE
Registration Number:	2313814	RIFLE FLIGHTED
Registration Number:	3106280	RIFLE FLIGHTED LITE
Registration Number:	2173887	RIFLE LITE
Registration Number:	2974476	SABER TOUR VECTOR
Registration Number:	2508169	SPINNER WEDGE
Registration Number:	2958235	TOUR FLIGHTED
Registration Number:	3077529	XROC
Registration Number:	2938966	EXTRALITE
Registration Number:	2378266	FLEX DISTRIBUTION TECHNOLOGY
Registration Number:	2209841	THE SHAFT COMPANY
Registration Number:	2265816	WORLD LEADER IN GOLF SHAFT TECHNOLOGY
Registration Number:	1298940	DYNAMIC GOLD
Registration Number:	1864315	FCM
Registration Number:	1609922	FIBREMATCH
Registration Number:	1822954	FM
Registration Number:	1362185	MICROTAPER
Registration Number:	1161106	PHOENIX
Registration Number:	1320963	PRECISION LITE
Registration Number:	1120104	PROPEL
Registration Number:	1117364	PROTAPER
Registration Number:	1089311	UCV 304
Registration Number:	3197392	F-115

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone:	714-540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, 20th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0268
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kristinazcona/
Date:	02/23/2007

Total Attachments: 8
source=True Temper IP Supplemental Filing#page1.tif
source=True Temper IP Supplemental Filing#page2.tif
source=True Temper IP Supplemental Filing#page3.tif
source=True Temper IP Supplemental Filing#page4.tif
source=True Temper IP Supplemental Filing#page5.tif
source=True Temper IP Supplemental Filing#page6.tif
source=True Temper IP Supplemental Filing#page7.tif
source=True Temper IP Supplemental Filing#page8.tif

AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of January 22, 2007 (as amended, supplemented or otherwise modified from time to time, the "First Supplemental Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, True Temper Corporation, a Delaware corporation, and True Temper Sports, Inc., a Delaware corporation, have entered into a Credit Agreement, dated as of March 15, 2004 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, Credit Suisse, Cayman Islands Branch, as advisor, sole lead arranger, sole bookrunner and administrative agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of March 15, 2004, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, the Intellectual Property Security Agreement was recorded against certain United States Intellectual Property at reel/frame no. 2937/0083 and reel/frame no. 015127/0662.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification,

TRADEMARK
REEL: 003487 FRAME: 0712

trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or

future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, print, publish, copy, import, export, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Intellectual Property Security Agreement.

Section 3 Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4 Governing Law. This First Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 5 Conflict Provision. This First Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

TRUE TEMPER SPORTS, INC.

By: _____
Name: Jason . Jenne
Title: Vice President and Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF)TN
) ss.
COUNTY OF) Shelby

On this 13th day of FEBRUARY, ____ before me personally appeared Jason Jenne, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of True Temper Sports, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

DEBORAH H. PHILLIPS NOTARY PUBLIC AT LARGE SHELBY COUNTY, TN
My Commission Expires Sept 19, 2007

Deborah H. Phillips
Notary Public
{seal}
My commission expires: 9-19-07

NY\1234660.2

SCHEDULE 1
to
AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)

Copyrights:

None.

U.S. Registered Trademarks:

Trademark	Status	Application No. Application Date	Registration No. Registration Date
ALPHA Q	REGISTERED	78377524 March 3, 2004	2997316 September 20, 2005
ALPHA Q ALPHA Q	REGISTERED	78374734 February 26, 2004	2933160 March 15, 2005
DIAMOND RIFLE	REGISTERED	76269447 June 11, 2001	2673083 January 7, 2003
ELIOS ELIOS	REGISTERED	78449162 July 12, 2004	3072061 March 21, 2006
FLIGHTED	REGISTERED	78273761 July 14, 2003	2955707 May 24, 2005
FM PRECISION	REGISTERED	75549708 September 8, 1998	2320724 February 22, 2000
FM PRECISION GOLF	REGISTERED	75470802 April 20, 1998	2373538 August 1, 2000
FM PRECISION SHAFT	REGISTERED	75470801 April 20, 1998	2468136 July 10, 2001

Trademark	Status	Application No. Application Date	Registration No. Registration Date
GOLF	REGISTERED	73611443 July 25, 1986	1473514 January 19, 1988
HOW FAST WILL YOU GO TODAY? HOW FAST WILL YOU GO TODAY?	REGISTERED	78412586 May 4, 2004	3146367 September 19, 2006
MICROLITE TD	REGISTERED	75221877 January 6, 1997	2125617 December 30, 1997
PRECISION PRECISION	REGISTERED	75461295 April 3, 1998	2303575 December 28, 1999
PRECISION PRECISION	REGISTERED	76414590 May 31, 2002	2731681 July 1, 2003
PRECISION SABER	REGISTERED	78275622 July 17, 2003	3177664 November 28, 2006
PRECISION SUPER LITE	REGISTERED	76178248 December 11, 2000	2798308 December 23, 2003
PRECISION TECHNOLOGY	REGISTERED	76064124 June 6, 2000	2632654 October 8, 2002
PRECISIONFM	REGISTERED	78186211 November 18, 2002	2931670 March 8, 2005
PROCUSTOM PROCUSTOM	REGISTERED	78373174 February 24, 2004	2928924 March 1, 2005
PROJECT X	REGISTERED	76335745 November 9, 2001	2722458 June 3, 2003
RELEASE RELEASE	REGISTERED	78382155 March 11, 2004	2936315 March 29, 2005
RIFLE	REGISTERED	74727822 September 12, 1995	2017291 November 19, 1996
RIFLE AIRLITE	REGISTERED	78167327 September 24, 2002	2830857 April 6, 2004

Trademark	Status	Application No. Application Date	Registration No. Registration Date
RIFLE FLIGHTED	REGISTERED	75577936 October 26, 1998	2313814 February 1, 2000
RIFLE FLIGHTED LITE RIFLE FLIGHTED LITE	REGISTERED	78575359 February 25, 2005	3106280 June 20, 2006
RIFLE LITE	REGISTERED	75227747 January 17, 1997	2173887 July 14, 1998
SABER TOUR VECTOR SABER TOUR VECTOR	REGISTERED	78361138 February 2, 2004	2974476 July 19, 2005
SPINNER WEDGE	REGISTERED	76087704 July 13, 2000	2508169 November 13, 2001
TOUR FLIGHTED	REGISTERED	78273776 July 14, 2003	2958235 May 31, 2005
XROC XROC	REGISTERED	78372945 February 24, 2004	3077529 April 4, 2006
EXTRALITE EXTRALITE	REGISTERED SUPPLEMENTAL REGISTER	76558833 November 10, 2003	2938966 April 5, 2005
FLEX DISTRIBUTION TECHNOLOGY	REGISTERED SUPPLEMENTAL REGISTER	75661667 March 16, 1999	2378266 August 15, 2000
THE SHAFT COMPANY	REGISTERED SUPPLEMENTAL REGISTER	75208498 December 5, 1996	2209841 December 8, 1998
WORLD LEADER IN GOLF SHAFT TECHNOLOGY	REGISTERED SUPPLEMENTAL REGISTER	75302352 June 3, 1997	2265816 July 27, 1999
DYNAMIC GOLD	RENEWED	73372476 June 30, 1982	1298940 October 2, 1984
FCM	RENEWED	74335264 November 27, 1992	1864315 November 22, 1994
FIBREMATCH	RENEWED	74014272 December 26, 1989	1609922 August 14, 1990
FM	RENEWED	74335971 November 30, 1992	1822954 February 22, 1994
MICROTAPER	RENEWED	73530402 April 3, 1985	1362185 September 24, 1985
PHOENIX	RENEWED	73178877 July 20, 1978	1161106 July 14, 1981

Trademark	Status	Application No. Application Date	Registration No. Registration Date
PRECISION LITE	RENEWED	73483777 June 6, 1984	1320963 February 19, 1985
PROPEL	RENEWED	73178510 July 17, 1978	1120104 June 12, 1979
PROTAPER	RENEWED	73178083 July 13, 1978	1117364 May 1, 1979
UCV 304	RENEWED	73115229 February 9, 1977	1089311 April 11, 1978
F-115 F-115	REGISTERED	78492395 September 30, 2004	3197392 January 9, 2007

U.S. Registered Patents:

Title	Issue Date	Patent No.
Golf club shaft	7/26/2005	D0507815
Method for producing frequency matched sets of composite golf club shafts	8/20/1991	5040279
Golf club shafts	1/12/1999	5857921
Hydroformed metallic golf club shafts and method therefore	2/24/2004	6695711
Hybrid golf club shaft set	5/4/2004	6729970
Method of preparing hydroformed metallic golf club shafts	1/25/2005	6845552
Method of forming a one piece hockey stick	5/17/2005	6893596
Golf club shafts having variable taper lengths	1/10/2006	6984179
Hybrid gold club shaft set	10/3/2006	7115045

U.S. Patent Applications:

Title	Filing Date	Application No.
Hydroformed metallic golf club shafts and method therefore	12/3/2004	11/003263
Lightweight, durable gold club shafts	2/1/2006	11/345872