

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
Women's Golf Unlimited, Inc.		02/01/2007	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	WGU, LLC
Composed Of:	COMPOSED OF ADAMS GOLF, Ltd., a Texas Limited Partnerhsip.
Street Address:	2801 E. Plano Parkway
City:	Plano
State/Country:	TEXAS
Postal Code:	75074
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2542301	LADIES LONG DRIVER
Registration Number:	2529834	LIGHT & EASY
Registration Number:	2547214	POWER CIRCLE
Registration Number:	2184643	OPAL
Registration Number:	2670682	LADY FAIRWAY
Registration Number:	2740873	LADY FAIRWAY
Serial Number:	75301171	LADY FAIRWAY
Registration Number:	1693248	ONYX
Registration Number:	1082776	SQUARE TWO
Registration Number:	1743969	LADY PETITE
Registration Number:	1712745	POSIFLOW
Registration Number:	1741423	SQUARE TWO
Registration Number:	1772687	LADIES LONG DRIVER

OP \$340.00 2542301

CORRESPONDENCE DATA

Fax Number: (805)614-9287

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

Phone: 972 673 9790

Email: adamse@adamsgolf.com

Correspondent Name: WGU, LLC

Address Line 1: 2801 E. Plano Parkway

Address Line 4: Plano, TEXAS 75074

NAME OF SUBMITTER:	Eddie Adams
Signature:	/Eddie Adams/
Date:	04/26/2007

Total Attachments: 7

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ASSIGNMENT

WHEREAS, WOMEN'S GOLF UNLIMITED, INC., a New Jersey corporation located at 18 Gloria Lane, Fairfield, New Jersey (hereinafter referred to as "Assignor") is the owner of the trademarks and trademark applications contained in the list attached hereto as exhibit "A" and incorporated herein in full (the "Trademarks").

WHEREAS, WGU, LLC, Texas limited liability company located at 2801 East Plan Parkway, Plano, Texas 75074 (hereinafter referred to as "Assignee") is desirous of acquiring from Assignor, the entire right, title and interest in and to the Trademarks in the United States, its territorial possessions and in any and all foreign countries.

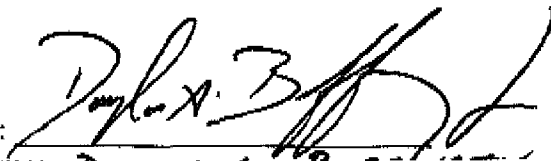
NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged:

1. Assignor hereby does sell, assign, and transfer unto Assignee the full and exclusive rights to the Trademarks, including all rights to all divisions, reissues, continuations, substitutions and renewals thereof in the United States, its territorial possessions and in any and all foreign countries.
2. Assignor hereby authorizes and requests the Patent and Trademark Office officials in the United States and its territorial possessions and in any and all foreign countries to record and acknowledge that all of the Trademarks have been assigned to Assignee and that Assignee has all rights, title and interest in the Trademarks as entirely as if the same would have been held by Assignor had this Assignment not been made.
3. Assignor agrees that it will use its best commercial efforts, in each case at the sole expense of Assignee, to aid Assignee, its successors, and/or assigns to obtain and enforce proper protection for the Trademarks in the United States and its territorial possessions and in any and all foreign countries, including to communicate to Assignee, its successors and/or assigns any facts known to Assignor respecting the Trademarks, testify in any legal proceedings regarding the ownership of the Trademarks, and execute all divisional, continuation, substitute, renewal, and reissue applications, and all necessary assignment papers or other documents required to cause the Trademarks to be owned by Assignee.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the first day of February, 2007.

ASSIGNOR:

WOMEN'S GOLF UNLIMITED, INC.

By: 

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **22668875**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7a-7c (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Women's Golf Unlimited, Inc.

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral: assigned.

See Schedule A Attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Medallion Business Credit, LLC

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

SCHEDULE A

The following assets transferred to WGU, LLC, a Texas limited liability Company, pursuant to that certain Asset Purchase Agreement, dated as of December 15, 2006, by and between Debtor and WGU, LLC (the "Assets") shall be deleted from the collateral:

(a) **Intellectual Property and Intangible Assets.** All intellectual property rights owned by, licensed to, or used by, Debtor in its business, including all proprietary information, know-how, designs, plans, other trade secrets, business and marketing plans, copyrights, all registered or unregistered trademarks, service marks, trade dress and trade names (whether or not registered or registrable), common law copyrights and registered copyrights, all names, logos, labels and slogans, in each case used by Debtor in connection with the Assets, all registrations or applications for registration for any of the above and any right to recovery for infringement thereof (including past infringement) and any and all goodwill associated therewith or connected with the use thereof (collectively, the "Intangible Assets"). The Intangible Assets shall include all right, title and interest in and to the names set forth on Annex I attached hereto and any derivations of such names and in the same manner historically used, and all of Debtor's rights to email addresses, Internet domain names (including the domain names set forth on Annex I), and URLs.

(b) **Customer Data.** Debtor's current customer list and corresponding contact information, sales records (including pricing information and customer contractual status), other records, telephone numbers and fax numbers, email addresses, current accounts receivable aging, and other customer data (including credit data) relating to the Assets.

(c) **Supplier Data.** All of Debtor's supplier and vendor lists, records, telephone and fax numbers, email addresses and publications and marketing material relating to the purchase of raw materials, goods, utilities and other supplies and services used in connection with the Assets.

(d) **Books and Records.** All of Debtors's books, records, papers, files and instruments of whatever nature and wherever located that relate solely to the Assets or that are required or necessary in order for WGU, LLC to utilize the Assets in the manner in which it has been historically utilized, including graphic materials, diagrams, designs, specifications, warranties, guaranties, media, sales and marketing literature, brochures or other sales aids, catalogs, price lists, mailing lists, sales.

(e) **Warranty Rights.** To the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, that Debtor is entitled to enforce with respect to the Assets.

ANNEX I*Trademarks*

Mark	Client #	Matter #	Status	IC	Class Descrip.	Appl./Ser. No.	File Date	Reg. No.	Reg. Date	Country
LADIES LONG DRIVER	1085	000014	REG.	28	Golf Clubs	75/941,534	3/10/2000	2,542,301	2/26/2002	US
LIGHT & EASY	1085	010415	REG.	28	Golf Clubs	76/261,568	5/24/2001	2,529,834	1/5/2002	US
POWER CIRCLE	1085	010416	REG.	28	Golf Clubs	76/261,539	5/24/2001	2,547,214	3/12/2002	US
OPAL	1085	010486	REG.	28		75/136,675	7/19/1996	2,184,043	8/25/1998	US
LADY FAIRWAY and Design	1085	012212	REG.	25		74/457,028	10/23/1993	2,670,682	1/7/2003	US
LADY FAIRWAY	1085	020388	REG.			74/541,998	6/24/1994	2,740,873	7/29/2003	US
LADY FAIRWAY	1085	020557	PEND.			75/301,171	6/2/1997			US
LADY FAIRWAY and Design	1085	020558	REG.	25		97-05306	6/4/1997	330976	4/16/1999	SE
LADY FAIRWAY	1085	020559	REG.	25				2030811	8/25/1995	GB
SQUARE TWO	1085	032435	REG.	25	Clothing, footwear, headgear.	3603321	1/8/2004	3603321	4/26/2005	EU
SQUARE TWO	1085	032435	REG.	28	Games and playthings, gymnastic and sporting articles not included in other classes; decorations for Christmas trees.	3603321	1/8/2004	3603321	4/26/2005	EU
SQUARE TWO	1085	048008	REG.	28	Wax for skis; amusement machines and apparatus for use in amusement parks (other than arcade video game machines); toys for domestic pets; dolls; Go games; Japanese paying	2005-002137	1/14/2005	4902513	10/21/2005	JP

ONYX	1085	090471	REG.	28	Golf clubs	74/064,434	5/31/1990	1,693,248	6/9/1992	US
SQUARE TWO	1085	090513	REG.	28	Golf clubs	131525	6/23/1977	1,082,776	1/17/1978	US
LADY PETITE	1085	090691	REG.	28	Golf clubs and golf bags	74/083,526	7/31/1990	1,743,969	12/29/1992	US
POSIFLOW	1085	090978	REG.	28	Golf clubs	74/109,389	10/26/1990	1,712,745	9/1/1992	US
SQUARE TWO	1085	091359	REG.			14,061/91	5/16/1991	246791	8/13/1992	KR
MATCHED	1085	091610	PROP.							US
SQUARE TWO	1085	091762	REG.	28		565070	10/10/1991	A 565,070	10/10/1991	AU
SQUARE TWO	1085	091763	REG.	28		771111	10/28/1991	505706	10/28/1991	BX
SQUARE TWO	1085	091763	REG.	18		771111	10/28/1991	505706	10/28/1991	BX
SQUARE TWO	1085	091763	REG.	25		771111	10/28/1991	505706	10/28/1991	BX
SQUARE TWO	1085	091764	REG.	25	Golf clubs and golf balls; rain protective wear namely hats, caps, visors, headbands golf bags, golf club head covers, golf bag covers, golf towels.	692270	10/22/1991	418527	10/22/1993	CA
SQUARE TWO	1085	091765	REG.	28		315679	10/25/1991	1701655	10/25/1991	FR
SQUARE TWO	1085	091766	REG.	28	Golf bags, golf clubs, golf balls and golf tees.	S 53410/28Wz	11/19/1991	2051905	11/19/1991	DE
SQUARE TWO	1085	091767	REG.	8		213912	10/22/1991	213912	10/22/1991	NZ
SQUARE TWO	1085	091767	REG.	28		213912	10/22/1991	213912	10/22/1991	NZ
SQUARE TWO	1085	091768	REG.	28	Golf bags, golf clubs, golf balls and golf tees	8,432/91	10/8/1991	918432	10/8/1991	ZA
SQUARE TWO	1085	091769	REG.	28		1676731	12/30/1991	1676731	12/30/1991	ES

SQUARE TWO	1085	091770	REG.	28	Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees.	9,614/91	11/8/1991	239997	9/11/1992	SE
SQUARE TWO	1085	091771	REG.	28		1479977	10/17/1991	1479977	10/17/1991	GB
S2 DEVICE	1085	091772	REG.	28		563874	9/18/1991	B 563,874	9/18/1991	AU
S2 DEVICE	1085	091774	REG.	28		689269	9/17/1991	414192	7/2/1993	CA
S2 DEVICE	1085	091777	REG.	28		212982	9/17/1991	B 212,982	9/17/1991	NZ
S2 DEVICE	1085	091781	REG.	28		1476520	9/13/1991	B 1,476,520	9/13/1991	GB
SQUARE TWO	1085	911843	REG.			8502/91	11/1/1991	5189/1995	6/26/1995	HK
					Golf clubs, golf balls, golf tees, golf club head covers, golf bags and golf bag covers.					
SQUARE TWO	1085	920025	REG.	28		221009	11/8/1991	469709KOR158180	11/8/2001	TH
S2 & DEVICE	1085	920071	REG.	28		1894/92	3/2/1992	396107	3/2/1992	CH
SQUARE TWO	1085	920077	REG.	28		0591/92	2/6/1992	156267	5/6/1993	NO
SQUARE TWO	1085	920078	REG.	28		1895/92	3/2/1992	396123	3/29/2002	CH
SQUARE TWO	1085	920245	REG.	25	Headwear, namely, visors and caps	74/257,068	3/19/1992	1,741,423	12/22/1992	US
LADIES LONG DRIVER	1085	920593	REG.	28	Golf clubs	74/289,061	6/29/1992	1,772,687	5/18/1993	US
LPGA LOGO	1085	920752	REG.	28		1521839	12/18/1992	B 1,521,839	12/18/1992	GB
LPGA LOGO	1085	920766	REG.	28	Golf clubs, golf bags and golf balls	6654/92	12/23/1992	B 155,890	12/23/1992	IE
LPGA LOGO	1085	920781	REG.	28		223834	12/21/1992	B 223,834	12/21/1992	NZ
SQUARE TWO	1085	920782	REG.	28	Golf bags, golf clubs, golf balls and golf tees.	4845/92	9/8/1992	151520	9/8/1992	IE
FULL-SIZE DESIGN OF A FLYING GOLF BALL	1085	930076	PROP.							US
FULL-SIZE DESIGN OF A FLYING GOLF BALL	1085	960901	REG.	25	Hats, visors, golf gloves and golf shirts	75/176,280	10/3/1996	2,221,546	12/15/1998	US
FULL-SIZE DESIGN OF A FLYING GOLF BALL	1085	960901	REG.	28	Golf clubs, golf balls, golf club head covers, golf bags, and golf bag covers	75/176,280	10/3/1996	2,221,546	12/15/1998	US

S2 LOGO	1085	990830	REG.	25	Caps, golf bags, golf balls, golf clubs, golf club head covers, golf bag covers, golf towels.	1021583	7/8/1999	TMA573,151	1/7/2003	CA
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URL's

www.womensgolfunlimited.com

www.squaretwo.com

www.ladyfairway.com