

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Westminster Bank, plc		12/31/2002	public limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Dunlop Slazenger Corporation		
Street Address:	728 N. Pleasantburg Drive		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29607		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1238974	AUSTRALIAN BLADE	
Registration Number:	1106190	BLACK MAX	
Registration Number:	0876434	BLUE MAX	
Registration Number:	0816071	ELITE	
Registration Number:	1518134	GO FOR THE MAX	
Registration Number:	1489548	GOLD MAX	
Registration Number:	1491319	MAX PLUS	
Registration Number:	1339277	MAXFLI	
Registration Number:	0164526	MAXFLI	
Registration Number:	1489555	RED MAX	
CORRESPONDENCE DATA			
Fax Number: (714)513-5130			
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.			

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TRADEMARK
 REEL: 003698 FRAME: 0499

Phone: 714.513.5100
Email: uspto-tm-oc@sheppardmullin.com
Correspondent Name: Sheppard Mullin Richter & Hampton LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Fourth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	0EKM-104867
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NAME OF SUBMITTER:	Terry Contreras
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Signature:	/tc/
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Date:	01/17/2008
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Total Attachments: 7
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DEED OF RELEASE AND CONSENT

THIS DEED OF RELEASE AND CONSENT made the 31 th day of December, 2002

BETWEEN

1. **DUNLOP SLAZENGER GROUP HOLDINGS LIMITED**, a company registered in England and Wales with company number 4061715 ("DSGH"), Dunlop Slazenger Group Limited, a company registered in England and Wales with company number 3097977 ("DSGL"), Dunlop Slazenger Group Americas Inc., a company incorporated in Delaware USA ("DSGA") and Dunlop Slazenger Manufacturing LLC, a South Carolina limited liability company ("DSM") (together, the "Chargors");
2. **NATIONAL WESTMINSTER BANK, PLC**, a company registered in England and Wales with company number 929027 as security trustee for various banks (the "Security Trustee"); and
3. **TAYLOR MADE GOLF COMPANY, INC.**, a Delaware corporation doing business as Taylor Made adidas Golf ("TMAG").

SUPPLEMENTAL to the various security documents listed in Schedule 1 to this Deed (the "Security Documents").

WITNESSES as follows:

1. Release

The Security Trustee as chargee hereby releases in full to the Chargors the Assets (as defined in Schedule 2, Part 1 hereto), charged under the Security Documents to hold the same freed and discharged from all the fixed and floating charges created by the Security Documents.

2. Non-Crystallisation

At the date of this Deed, the Security Trustee confirms that, so far as it is aware, no event has occurred which would enable the crystallisation of the floating charges contained in the Security Documents and that it has taken no steps to crystallize the floating charges.

3. Continuation of Debenture

Nothing in this Deed shall prejudice or affect the security granted by any Chargor under the Security Documents over its remaining property and for the avoidance of doubt, save for Assets specifically released by this Deed, the Security Documents shall remain in full force and effect.

4. Further assurance

The Security Trustee will (at the cost of the Chargors) execute all documents and do all things reasonably required by the Chargors to release the Assets from the security created by the Security Documents. Without limiting the foregoing, the Security Trustee hereby authorizes TMaG to file with the appropriate

governmental authorities such termination statements and similar documents as TMaG shall reasonably deem necessary or advisable to release the Assets from the security created by the Security Documents.

5. Consent

The Security Trustee hereby consents to the grant by the Chargors to TMaG and its Affiliates of a license to use, exploit and otherwise enjoy the benefits and rights attached to the patent rights, technology, copyrights, marks and other intellectual property of the Chargors pursuant to the agreements described in Schedule 2, Part 2. The Security Trustee hereby acknowledges that certain of the trademarks included within the "Acquired Assets" as defined in, and to be transferred to TMaG pursuant to, the Asset Purchase and Sale Agreement dated as of December 12, 2002 between DSGL, DSGA, DSM and TMaG, have been (or will be prior to the "Closing" contemplated thereby) transferred to one or more of the Chargors by Affiliates thereof in whose names such trademarks have been registered. The Security Trustee hereby consents to such transfers.

For the purposes of this Deed, the word "Affiliate" shall mean in relation to any particular person, any other person controlling, controlled by or under common control of such person, whether by ownership or control of voting shares, by contract or otherwise.

6. TMaG

TMaG is a party to this Deed solely for the purposes of all sections hereof other than section 3.

7. Confirmation

The Security Trustee hereby confirms that it is entering into this Deed for itself and on behalf of each bank and other financial institution for whom it acts as agent in respect of the matters set out herein.

8. Law

This Deed shall be governed and construed in accordance with English Law.

9. Counterparts

This Deed may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument.

SCHEDULE 1

The Security Documents

1. A guarantee and debenture dated 10 March 1996 between DSGL and the Security Trustee.
2. A security agreement dated 10 March 1996 between DSGA and the Security Trustee.
3. A security agreement dated 5 January 2001 between DSM and the Security Trustee.
4. A guarantee and debenture dated 8 February 2001 between DSGH and the Security Trustee.

SCHEDULE 2

The Assets

The "Assets" consist of:

1. the "Acquired Assets" as defined in, and to be transferred to TMaG pursuant to, the Asset Purchase and Sale Agreement dated as of December 12, 2002 between DSGL, DSGA, DSM and TMaG; and
2. all raw materials, packaging, work-in-process and inventory used and/or produced by DSM or any Affiliate thereof pursuant to the Amended and Restated Supply Agreement dated as of December 31, 2002 between DSM and TMaG.

Part 2

The Agreements

1. Research and Development Agreement dated as of December 31, 2002 between DSGA and TMaG
2. Patent and Technology Agreement dated as of December 31, 2002 between DSGA and TMaG

EXECUTED AS A DEED by)

as duly authorized attorney)

for and on behalf of)

NATIONAL WESTMINSTER BANK Plc)

In the presence of:

DUNLOP SLAZENGER GROUP HOLDINGS LIMITED

By: A.C. Lowell

A.C. Lowell

Title: Director

DUNLOP SLAZENGER GROUP LIMITED

By: AC Lowell

A.C. Lowell

Title: Director

DUNLOP SLAZENGER GROUP AMERICAS INC.

By: A.C. Lowell

A.C. Lowell

Title: Officer

DUNLOP SLAZENGER MANUFACTURING LLC

By: [Signature] AS Secretary

[Signature]

Title: Secretary

TAYLOR MADE GOLF COMPANY, INC.

By: _____

Title: _____

EXECUTED AS A DEED by)

)

as duly authorized attorney)

for and on behalf of)

NATIONAL WESTMINSTER BANK Plc)

In the presence of:

DUNLOP SLAZENGER GROUP HOLDINGS LIMITED

By: _____

Title: _____

DUNLOP SLAZENGER GROUP LIMITED

By: _____

Title: _____

DUNLOP SLAZENGER GROUP AMERICAS INC.

By: _____

Title: _____

DUNLOP SLAZENGER MANUFACTURING LLC

By: _____

Title: _____

TAYLOR MADE GOLF COMPANY, INC.

By:  _____

Title:  _____

TAYLOR MADE GOLF COMPANY, INC.

By:  _____

Title: _____

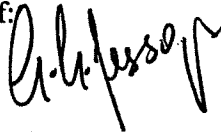
EXECUTED AS A DEED by)

as duly authorized attorney)

for and on behalf of)

NATIONAL WESTMINSTER BANK Plc)

In the presence of:



DUNLOP SLAZENGER GROUP HOLDINGS LIMITED

By: _____

Title: _____

DUNLOP SLAZENGER GROUP LIMITED

By: _____

Title: _____

DUNLOP SLAZENGER GROUP AMERICAS INC.

By: _____

Title: _____

DUNLOP SLAZENGER MANUFACTURING LLC

By: _____

Title: _____

TAYLOR MADE GOLF COMPANY, INC.

By: _____

Title: _____

N.W. J. H.