

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
Golfsmith International, Inc.		04/23/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Eaton Corporation
Street Address:	1111 Superior Avenue
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1399698	PATRIOT

CORRESPONDENCE DATA

Fax Number: (216)479-7015
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216-523-4131
 Email: danielskalka@eaton.com
 Correspondent Name: Daniel S. Kalka
 Address Line 1: 1111Superior Avenue
 Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Daniel S. Kalka
Signature:	/Daniel S. Kalka/
Date:	04/23/2009

Total Attachments: 4
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AGREEMENT

WHEREAS GOLFSMITH INTERNATIONAL, INC., a company organized and existing under the laws of the state of Delaware, having an address of 11000 North IH-35, Austin, Texas 78753 ("Seller"), is the owner of certain rights in the trademark PATRIOT for golf clubs and the appurtenant goodwill, and is further the owner of United States Registration No. 1,399,698 for the mark PATRIOT for golf clubs, in Class 28 (the mark and registration being hereinafter collectively referred to as "PATRIOT Trademark"); and

WHEREAS EATON CORPORATION, a corporation organized and existing under the laws of the state of Ohio, having an address of 1111 Superior Avenue, Cleveland, Ohio 44114 ("Buyer"), desires to acquire any and all of Seller's right, title and interest in the PATRIOT Trademark;

NOW, THEREFORE, in consideration of the payment by Buyer to Seller of the sum of five hundred dollars (U.S. \$500) and other good and valuable consideration and mutual promises, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Seller hereby irrevocably sells, assigns and transfers to Buyer all of Seller's right, title and interest, if any, in and to the PATRIOT Trademark (specifically including the appurtenant goodwill and the referenced registration). Contemporaneous with the execution of this agreement, Seller shall further execute the attached assignment and provide it to Buyer for recordation in the U.S. Patent and Trademark Office.

2. Seller makes no representations or warranties as to the validity or enforceability of the PATRIOT Trademark and the mark is sold "as is."

3. This agreement together with the Assignment attached hereto set forth the entire understanding of the parties with respect to the subject matter hereof. There are no representations, promises, warranties, covenants or understandings other than those

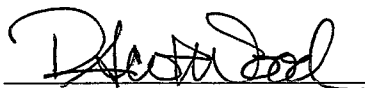
expressly set forth herein. No modification of any of the terms of this agreement shall be valid unless expressed in writing and agreed to by both parties.


6. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE JURISDICTION FOR DISPUTES ARISING OUT OF THIS AGREEMENT SHALL BE VESTED IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS. IF A COMPLAINT FOR A SUIT ASSERTING SUCH A DISPUTE CANNOT BE FRAMED TO CONFER JURISDICTION UPON THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS, SUCH SUIT SHALL BE BROUGHT IN THE DISTRICT COURTS OF THE STATE OF TEXAS IN TRAVIS COUNTY.

7. This agreement may be executed in one or more counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties have executed this agreement this 20th day of April, 2009.

GOLFSMITH INTERNATIONAL, INC. EATON CORPORATION


By: R. Scott Wood
Title: VP / GENERAL COUNSEL
Date: 4/21/09


By: Dan Koehler
Title: Global Marketing Mgr.
Date: 4/20/09

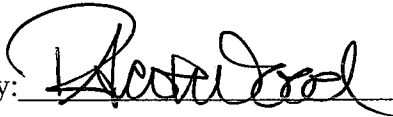
ASSIGNMENT OF MARK

WHEREAS, GOLFSMITH INTERNATIONAL, INC., a company organized and existing under the laws of the state of Delaware, having an address of 11000 North IH-35, Austin, Texas 78753, has used the mark PATRIOT for golf clubs (the "Mark") and is the owner of U.S. Reg. No. 1399698 for the Mark;

WHEREAS, EATON CORPORATION, a corporation organized and existing under the laws of the state of Ohio, having an address of 1111 Superior Avenue, Cleveland, Ohio 44114, desires to acquire any and all rights and goodwill associated with the above-referenced Mark and registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GOLFSMITH INTERNATIONAL, INC. does hereby assign to EATON CORPORATION any and all right, title and interest it may own, if any, in and to said mark, together with the goodwill of the business symbolized by the mark and the registration of the mark.

GOLFSMITH INTERNATIONAL, INC.

By:  _____

Name: R. Scott Wood

Title: Vice President | General Counsel

Date: April 23, 2009

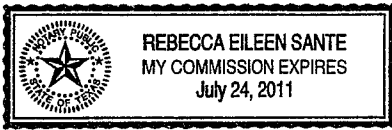
****Notary page to follow****

ASSIGNMENT OF MARK
Notary Page

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this 23 day of April, 2009, personally appeared R. Scott Wood known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that he is authorized to execute the same on behalf of the identified corporation and that he executed the same on behalf of the corporation for the purposes and consideration therein expressed.

Rebecca Eileen Sante
Notary Public, State of Texas



Name Printed: Rebecca Eileen Sante

My Commission Expires: July 24, 2011