

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement (Third Supplemental Filing)												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> <tr> <td>True Temper Corporation</td> <td></td> <td>06/26/2009</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>True Temper Sports, Inc.</td> <td></td> <td>06/26/2009</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	True Temper Corporation		06/26/2009	CORPORATION: DELAWARE	True Temper Sports, Inc.		06/26/2009	CORPORATION: DELAWARE	
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RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Law Debenture Trust Company of New York (as successor in interest to Credit Suisse, Cayman Islands Branch)</td> </tr> <tr> <td>Street Address:</td> <td>767 Third Avenue, 31st Floor</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10017</td> </tr> <tr> <td>Entity Type:</td> <td>COMPANY: NEW YORK</td> </tr> </table>	Name:	Law Debenture Trust Company of New York (as successor in interest to Credit Suisse, Cayman Islands Branch)	Street Address:	767 Third Avenue, 31st Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10017	Entity Type:	COMPANY: NEW YORK	
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PROPERTY NUMBERS Total: 2													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3252203</td> <td>EPIC</td> </tr> <tr> <td>Registration Number:</td> <td>1356493</td> <td>TRUE TEMPER</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3252203	EPIC	Registration Number:	1356493	TRUE TEMPER				
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CORRESPONDENCE DATA													
<p>Fax Number: (617)856-8201</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 617-856-8145</p> <p>Email: ip@brownrudnick.com</p> <p>Correspondent Name: Mark S. Leonardo</p> <p>Address Line 1: One Financial Center</p> <p>Address Line 2: Brown Rudnick LLP</p> <p>Address Line 4: Boston, MASSACHUSETTS 02111</p>													
ATTORNEY DOCKET NUMBER:	25224/13												

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TRADEMARK
REEL: 004016 FRAME: 0519

NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/Mark S. Leonardo/
Date:	07/02/2009
<p>Total Attachments: 6</p> <p>source=DOCS_B-#1665481-v1-Third_Supplement_(IP)#page1.tif</p> <p>source=DOCS_B-#1665481-v1-Third_Supplement_(IP)#page2.tif</p> <p>source=DOCS_B-#1665481-v1-Third_Supplement_(IP)#page3.tif</p> <p>source=DOCS_B-#1665481-v1-Third_Supplement_(IP)#page4.tif</p> <p>source=DOCS_B-#1665481-v1-Third_Supplement_(IP)#page5.tif</p> <p>source=DOCS_B-#1665481-v1-Third_Supplement_(IP)#page6.tif</p>	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

(THIRD SUPPLEMENTAL FILING)

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (THIRD SUPPLEMENTAL FILING), dated as of June 24, 2009 (as amended, supplemented or otherwise modified from time to time, the "Third Supplemental Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Law Debenture Trust Company of New York (as successor in interest to Credit Suisse, Cayman Islands Branch), as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, True Temper Corporation, a Delaware corporation, and True Temper Sports, Inc., a Delaware corporation, have entered into that certain Second Lien Credit Agreement, dated as of January 22, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks, other financial institutions, agents and entities from time to time party thereto and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to True Temper Sports, Inc. (the "Borrower") under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of January 22, 2007, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement and 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 Third Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and United States Copyright Office.

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 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 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 and mask work 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");

(c) (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");

(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, 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 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 part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, 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.

Notwithstanding anything herein to the contrary, it is the understanding of the parties that the Liens granted pursuant to this Section 1 herein shall, prior to the Discharge of First Lien Obligations (as defined in that certain Intercreditor Agreement dated as of January 22, 2007 (as it may be amended, restated, supplemented and/or modified from time to time, the "Intercreditor Agreement")) by and among Grantors, Administrative Agent and Credit Suisse, Cayman Islands Branch, in its capacity as administrative agent for the First Lien Lenders (as defined therein) (the "First Lien Administrative Agent")), be subject and subordinate (pursuant to the terms and conditions of the Intercreditor Agreement) to the Liens granted to the First Lien Administrative Agent for the benefit of the holders of the First Lien Obligations (as defined in the Intercreditor Agreement) to secure the First Lien Obligations pursuant to the First Lien Collateral Documents (as defined in the Intercreditor Agreement). Notwithstanding anything herein to the contrary, the Liens and security interest granted to the Administrative Agent pursuant to this Third Supplemental Intellectual Property Security Agreement and the exercise of any right or

remedy by the Administrative Agent hereunder are subject in all instances to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Third Supplemental Intellectual Property Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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 Third Supplemental Intellectual Property Security Agreement.


SECTION 3. Execution in Counterparts. This Third Supplemental Intellectual Property Security 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 Third 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 Third 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 Third Supplemental 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 Third Supplemental 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 & CFO

TRUE TEMPER CORPORATION

By: 
Name: Jason Jenne
Title: Vice President & CFO

Schedule 1

PATENTS AND PATENT APPLICATIONS

Patent No./ Application No.	Title	Issue Date/ Filing Date	Status
US20020094891	Multilayer impact resistant hockey stick	1/12/01	Pending
US20020037780	Hockey stick with reinforced shaft	7/3/01	Pending
5,528,927	Center of gravity locator	6/25/96	Issued
5,609,530	Dynamic lie determination device and method	3/11/97	Issued
5,617,752	Methods of and apparatus for straightening rods	4/8/97	Issued
5,628,473	Methods of and apparatus for applying strands to a support	5/13/97	Issued
5,685,781	Golf club shaft	11/11/97	Issued

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Serial No. /Registration No.	Status
EPIC	3252203	Registered
TRUE TEMPER	1356493	Registered

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Owner	Title	Registration No.
True Temper Sports, Inc.	None Given	A478260 (1973)
True Temper Sports, Inc.	None Given	A568632 (1974)

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