4-1-2009

Ele 07-21-2009 tem

103567978

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement, First Supplemental Filing

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
True Temper Corporation		03/31/2009	CORPORATION: DELAWARE
True Temper Sports, Inc.		03/31/2009	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: US

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3399761	NFNANOFUSE
Registration Number:	3253307	CARBON ROOTING TECHNOLOGY CRT
Registration Number:	3231818	FREQUENCY TUNED
Registration		

TRADEMARK
REEL: 004029 FRAME: 0946

Number:	3360836	G875
Registration Number:	3230929	M80
Registration Number:	3374084	NANO FUSE
Registration Number:	3343199	PROLITE

CORRESPONDENCE DATA

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-351-2373
Email: tsica@gibbonslaw.com
Correspondent Name: Theodore C. Sica
Address Line 1: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	97527-00116
NAME OF SUBMITTER:	Theodore C. Sica
Signature:	/theodore c. sica/
Date:	04/01/2009

Total Attachments: 7
source=True Temper -- Second Lien IP Security Agreement (First Supplement)#page1.tif
source=True Temper -- Second Lien IP Security Agreement (First Supplement)#page2.tif
source=True Temper -- Second Lien IP Security Agreement (First Supplement)#page3.tif
source=True Temper -- Second Lien IP Security Agreement (First Supplement)#page4.tif
source=True Temper -- Second Lien IP Security Agreement (First Supplement)#page5.tif
source=True Temper -- Second Lien IP Security Agreement (First Supplement)#page6.tif
source=True Temper -- Second Lien IP Security Agreement (First Supplement)#page7.tif

RECEIPT INFORMATION

ETAS ID:	TM139945
Receipt Date:	04/01/2009
Fee Amount:	$190

Return to home page

| HOME | INDEX | SEARCH | eBUSINESS | CONTACT US | PRIVACY STATEMENT

TRADEMARK
REEL: 004029 FRAME: 0947

EXECUTION VERSION

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of March 31, 2009 (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 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 Amended and Restated Credit Agreement, dated as of March 27, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "First Lien Credit Agreement"), with the banks, other financial institutions, agents and entities from time to time party thereto and Credit Suisse, Cayman Islands Branch, as administrative agent (in such capacity, the "First Lien Administrative Agent").

WHEREAS, in order to secure the obligations under the First Lien Credit Agreement, the Grantors previously granted to the First Lien Administrative Agent, for the benefit of the holders of the obligations under the Loan Documents (as defined in the First Lien Credit Agreement), a first priority security interest in the Collateral.

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 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, in order to set forth their respective rights and remedies with respect to the Collateral, Credit Suisse, in its separate capacities as First Lien Administrative Agent and as Administrative Agent, has entered into that certain Intercreditor Agreement, dated as of January 22, 2007 (as may be amended, supplemented or otherwise modified from time to time, the "Intercreditor 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

NO. 7414 P. 5
2PM 6080 OC

TRADEMARK
REEL: 004029 FRAME: 0948

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.

WHEREAS, the Intellectual Property Security Agreement was recorded against certain United States Intellectual Property at reel/frame no. 3506/0805.

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 licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, (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

(c) 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 the Intercreditor Agreement), 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

NO. 7414 P. 6
6080 OC 42PM

TRADEMARK
REEL: 004029 FRAME: 0949

Guarantee and Collateral Agreement. Notwithstanding anything herein to the contrary, the Liens and security interest granted to the Administrative Agent pursuant to this 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 Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 2. Recordation.

Each Grantor authorizes and requests that 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 First 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 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 First 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.

(Signature Page Follows)

NO. 7414 P. 7
03/03/05 13PM

TRADEMARK
REEL: 004029 FRAME: 0950

IN WITNESS WHEREOF, each of the undersigned has caused this First 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

17561938.4

NO. 7414 P. 8 06DEC 00

Schedule 1

TRADEMARKS

17561938.4

NO. 7414 P. 9
6082 OC

U.S. Registered Trademarks – (18300-00207)
True Temper Sports, Inc. – March 17, 2009

Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services	Owner	Status	Next Action
U.S. Federal						
	Serial No. 78/785,912; Reg. No. 3,399,761	Filing Date 1/5/2006; Reg. Date 3/18/2008	Int'l Cl. 28 – golf club shafts	True Temper Sports, Inc.	Registered	Declaration of Use due 3/18/2014
CARBON ROOTING TECHNOLOGY CRT	Serial No. 78/834,366; Reg. No. 3,253,307	Filing Date 3/10/2006; Reg. Date 6/19/2007	Int'l Cl. 12 – bicycle frame components, namely bicycle frames, seat posts, forks, handle bars and bicycle wheels	True Temper Sports, Inc.	Registered	Declaration of Use due 6/19/2013
FREQUENCY TUNED	Serial No. 78/670,513; Reg. No. 3,231,818	Filing Date 7/14/2005; Reg. Date 4/17/2007	Int'l Cl. 28 – golf club shafts sold exclusively to golf club manufacturers and specialty golf equipment venues, namely specialty golf equipment stores, outlets and catalogs	True Temper Sports, Inc.	Registered (Supplemental Register)	Declaration of Use due 4/17/2013
GS75	Serial No. 78/899,527; Reg. No. 3,360,836	Filing Date 6/2/2006; Reg. Date 12/25/2007	Int'l Cl. 28 – golf club shafts	True Temper Sports, Inc.	Registered	Declaration of Use due 12/25/2013
M80	Serial No. 78/562,475; Reg. No. 3,230,929	Filing Date 2/8/2005; Reg. Date 4/17/2007	Int'l Cl. 28 – golf club shafts	True Temper Sports, Inc.	Registered	Declaration of Use due 4/17/2013
NANO FUSE	Serial No. 78/785,894; Reg. No. 3,374,084	Filing Date 1/5/2006; Reg. Date 1/22/2008	Int'l Cl. 28 – golf club shafts	True Temper Sports, Inc.	Registered	Declaration of Use due 1/22/2014

TRADEMARK
REEL: 004029 FRAME: 0953
GD&C OC
NO. 7414

U.S. Registered Trademarks – (18300-00207)
True Temper Sports, Inc. – March 17, 2009

Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services	Owner	Status	Next Action
PROLITE	Serial No. 77/125,688; Reg. No. 3,343,199	Filing Date 3/8/2007; Reg. Date 11/27/2007	Int'l Cl. 28 – golf club shafts	True Temper Sports, Inc.	Registered	Declaration of Use due 11/27/2013

100621735_1.DOC

C OC

NO. 7414 P. 11

RECORDED: 04/01/2009

TRADEMARK
REEL: 004029 FRAME: 0954