

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ahead, Inc.		07/28/2009	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	RBS Citizens, National Association
Street Address:	36 Washington Street
City:	Norwell
State/Country:	MASSACHUSETTS
Postal Code:	02061
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	3321193	A
Registration Number:	2792747	A
Registration Number:	3392894	ACARE
Registration Number:	3524965	AHD A
Registration Number:	2034108	AHEAD
Registration Number:	3249906	AHEAD AUTHENTICS
Registration Number:	2384246	AHEAD CASUALS
Registration Number:	2466471	AHEAD CLASSICS
Registration Number:	2520856	AHEAD LITES
Registration Number:	2478659	AHEADERIZER
Registration Number:	2837325	AHEADINSCRIBER
Registration Number:	3405822	GET AHEAD BE AHEAD STAY AHEAD
Registration Number:	2920132	KATE KL LORD

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Registration Number:	3197208	KATE KL LORD
Registration Number:	2830925	KATE LORD
Registration Number:	2925694	KATE LORD
Registration Number:	3199672	SOF-TECH
Registration Number:	2458444	THE VISOR THAT DOESN'T HURT AT THE TURN
Serial Number:	78817339	A
Serial Number:	78870186	A AHEAD
Serial Number:	78870165	A AHEAD
Serial Number:	78870506	A AHEAD
Serial Number:	78870503	A AHEAD
Serial Number:	78871129	A AHEAD AUTHENTICS
Serial Number:	78904564	DRI-LOOK
Serial Number:	78703016	GOLF IS LIFE
Serial Number:	78702522	GOLF IS LIFE
Serial Number:	78702545	GOLF IS LIFE

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 1501 Wilson Boulevard  
Address Line 2: Suite 510  
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	9080802
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	08/18/2009

Total Attachments: 6  
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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

July 28, 2009

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AHEAD, INC., a Massachusetts corporation (the "Grantor") with a mailing address at 270 Samuel Barnet Boulevard, New Bedford, Massachusetts 02745, hereby grants to RBS CITIZENS, NATIONAL ASSOCIATION, a national banking association with offices at 36 Washington Street, Norwell, Massachusetts 02061 (the "Grantee"), a lien on and security interest in and to all of the Grantor's right, title and interest in, to and under (i) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing made by or on behalf of the Grantor (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, the United States trademark registrations and applications set forth on Schedule A hereto, together with any and all (A) rights and privileges arising under applicable law with respect to the Grantor's use thereof, (B) extensions and renewals thereof, (C) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (D) rights corresponding thereto throughout the world and (E) rights to sue for past, present and future infringements thereof (all of the foregoing, collectively, the "Trademarks") and (ii) the goodwill associated with the Trademarks; provided that (x) the security interest granted herein shall not attach to any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051(b) (such applications, the "Excluded Applications"), unless and until evidence of the use of such trademark or service mark in commerce is submitted to the PTO pursuant to 15

U.S.C. §1051(d), to the extent that granting a lien in such Excluded Application prior to such submission would adversely affect the enforceability of such Excluded Application, (y) upon such submission of evidence of the use of such trademark or service mark in commerce to the PTO pursuant to 15 U.S.C. §1051(d), the security interest granted in this Grant of Security Interests in United States Trademarks shall attach to, and the term "Trademarks" shall include, such trademark or service mark, and (z) the security interest granted herein shall attach to all proceeds, substitutions or replacements of any Excluded Application (unless such proceeds, substitutions or replacements would constitute an Excluded Application).

THIS Grant of Security Interests in United States Trademarks is made to secure the payment and performance in full of all the Obligations, as such term is defined in the Security Agreement dated as of July 26, 2005 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement").

This Grant of Security Interests in United States Trademarks has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interests in United States Trademarks are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Capitalized terms used in this Grant of Security Interest in United States Trademarks, but not defined herein, shall have the respective meanings ascribed to them in the Security Agreement.

This Grant of Security Interests in United States Trademarks is intended to take effect as a sealed instrument and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security  
Interests in United States Trademarks as of the date above first written.

AHEAD, INC.,  
as Grantor

By: 

Name: Bennett Schwartz

Title: President

RBS CITIZENS, NATIONAL ASSOCIATION,  
as Grantee

By: \_\_\_\_\_

Name: \_\_\_\_\_

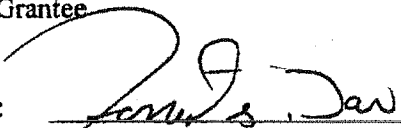
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security  
Interests in United States Trademarks as of the date above first written.

AHEAD, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RBS CITIZENS, NATIONAL ASSOCIATION,  
as Grantee

By:   
Name: Forrest S. Daw  
Title: Senior Vice President

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
A (AND DESIGN)	3321193	10/23/2007
A (AND DESIGN)	78/817339	2/17/2006
A (AND DESIGN)	2792747	12/9/2003
A AHEAD	78/870186	4/26/2006
A AHEAD	78/870165	4/26/2006
A AHEAD (AND DESIGN)	78/870506	4/26/2006
A AHEAD (AND DESIGN)	78/870503	4/26/2006
A AHEAD AUTHENTICS (AND DESIGN)	78/871129	4/27/2006
ACARE	3392894	3/4/2008
AHD A (AND DESIGN)	3524965	10/28/2008
AHEAD	2034108	1/28/1997
AHEAD AUTHENTICS	3249906	6/5/2007
AHEAD CASUALS	2384246	9/5/2000
AHEAD CLASSICS	2466471	7/3/2001
AHEAD LITES	2520856	12/18/2001
AHEADERIZER	2478659	8/14/2001
AHEADINSCRIBER	2837325	4/27/2004
DRI-LOOK	78/904564	6/9/2006
GET AHEAD BE AHEAD STAY AHEAD	3405822	4/1/2008
GOLF IS LIFE	78/703016	8/30/2005
GOLF IS LIFE	78/702522	8/30/2005
GOLF IS LIFE	78/702545	8/30/2005
KATE KL LORD (AND DESIGN)	2920132	1/18/2005
KATE KL LORD (AND	3197208	1/9/2007

DESIGN)		
KATE LORD	2830925	4/6/2004
KATE LORD	2925694	2/8/2005
SOF-TECH	3199672	1/16/2007
THE VISOR THAT DOESN'T HURT AT THE TURN	2458444	6/5/2001

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