## 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
MACGREGOR GOLF COMPANY		11/10/2009	CORPORATION: DELAWARE

# RECEIVING PARTY DATA

Name:	CKF6 HOLDINGS, LLC		
Street Address:	111 Huntington Avenue		
Internal Address:	c/o Sankaty Advisors, LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3288918	CUP FACE 360°
Registration Number:	3543417	DCT
Registration Number:	0879423	DX
Registration Number:	2933303	EYE-O-MATIC
Registration Number:	3016353	EZ OUT
Registration Number:	2861471	FORGED MADE EASY
Registration Number:	0137977	"MACGREGOR"
Registration Number:	0930423	MACGREGOR
Registration Number:	2921798	MACTEC
Registration Number:	2824555	MOI
Registration Number:	1127578	MT
Registration Number:	1686548	MT
Registration Number:	3032074	NVG
		TD A D T LL A D L

TRADEMARK "

**REEL: 004182 FRAME: 0524** 900159204

Registration Number:	2781543	THE FAT LADY SWINGS
Registration Number:	2500355	TOURNEY
Registration Number:	1113249	VIP
Registration Number:	0865675	VIP

#### **CORRESPONDENCE DATA**

Fax Number: (617)235-9493

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-596-9000

Email: trademarks@ropesgray.com

Correspondent Name: Erica M. Fischer, Ropes & Gray LLP Address Line 1: 1211 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	BCCI-091-067 US ASSG
NAME OF SUBMITTER:	Erica M. Fischer
Signature:	/Erica M. Fischer/
Date:	04/08/2010

#### **Total Attachments: 5**

source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif

## UNITED STATES TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of November 10, 2009, by and between MACGREGOR GOLF COMPANY, a Delaware corporation with an address at 1000 Pecan Grove Drive, Albany Georgia 31701 ("Assignor"), and CKF6 HOLDINGS, LLC, a Delaware limited liability company with an address at c/o Sankaty Advisors, LLC, 111 Huntington Avenue, Boston, Massachusetts 02199 ("Assignee") (each, a "Party" and collectively, the "Parties").

WHEREAS, pursuant to the Intellectual Property and Equity Transfer Agreement between the Parties dated as of September 26, 2009 (the "Agreement"), Assignor has assigned all right, title and interest in the MGC Trademarks (as defined by reference therein), including any and all trademarks and trademark applications listed on the attached Schedule A, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to as the "Trademarks"); and

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title and interest in and to the Trademarks, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- Pursuant to the Agreement, which is incorporated by reference as if fully set forth herein, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks including all proceeds therefrom and the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.
- 2. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.
- 3. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Trademarks.

United States Trademark Assignment Assignor: MacGregor Golf Company to Assignoe: CKF6 Holdings, LLC

IN WITNESS WHEREOF, each of the Parties has duly executed this Assignment as of the date first above written.

ASSIGNOR:

MACGREGOR GOLF COMPANY,

as Assignor

By: Name:

Title:

ASSIGNEE:

CKF6 HOLDINGS, LLC,

as Assignee

Name: MICHAEL

Title: PUSIOFNT

Signature Page to Trademark Assignment Assignor: MacGregor Golf Company Assignce: CKF6 Holdings, LLC

STATE OF <u>M</u>	WIERGEY)	
COUNTY OF 4	MOSON ) ss	
the undersigned of satisfactorily pro executed the with voluntary deed of he/she was autho	officer, personally appear ven) to be the	NOVEMBER, 2009, before me, a notary public, red OT KANE, known to me (or of MACGREGOR GOLF COMPANY, that nent, and acknowledged said instrument to be free and and purposes therein mentioned, and on oath stated that rument.  Into set my hand and official seal.
	a. Para je	Laura Beaper
		Signature of Notary Public LAURA SZKAPIAK NOTARY PUBLIC OF NEW JERSEY My Commission Expires 7/22/2014
	· · · · · · · · · · · · · · · · · · ·	Print or Stamp Name of Notary Public
		Notary Public in and for the State of NEW JEKELY
		residing at 802 BKOADWAY, BAYONNENSORO
	Exp.	My appointment expires 1-22-2014
	en e	
Acting in the Cou	anty of:	

Notary Page to Trademark Assignment Assignor: MacGregor Golf Company to Assignee: CKF6 Holdings, LLC

STATE OF	
the within and foregoing instrument, and ac	, 2009, before me, a notary public, d MicHan Warp, known to me (or of CKF6 HOLDINGS, LLC, that executed eknowledged said instrument to be free and voluntary s therein mentioned, and on oath stated that he/she
In witness whereof, I hereun	Signature of Notary Public
RANDA GHAMA Notary Public COMMONWEALTH OF MASSACHUSETTS	Print or Stamp Name of Notary Public
My Commission Expires March 12, 2015	Notary Public in and for the State of MUNALLUSTED residing at MUSALLUSTED CHARLESTED
	My appointment expires March 12 2015

Acting in the County of:

Notary Page to Trademark Assignment Assignor: MacGregor Golf Company to Assignee: CKF6 Holdings, LLC

# Schedule A

Mark	Country	Reg #	Class/Description
CUP FACE 360°	United States	3,288,918	28: Golf club heads; golf clubs
DCT	United States	3,543,417	28: Golf club heads; Golf clubs; Golf putters
DX	United States	879,423	28: Golf clubs and golf bags.
EYE-O-MATIC	United States	2,933,303	28: Golf clubs
EZ OUT	United States	3,016,353	28: Golf clubs
FORGED MADE	United States	2,861,471	28: Golf clubs
EASY			
"MACGREGOR"	United States	137,977	28; Golf-Clubs and Golf-Balls
(stylized)			
MACGREGOR	United States	930,423	16, 18, 20, 22, 25, 28 Golf balls, [tennis balls, ] golf
(stylized)			bags, and golf tees
MACTEC	United States	2,921,798	28: Golf clubs.
MOI	United States	2,824,555	28: Sporting goods, namely, golf putters.
MT	United States	1,127,578	28: Golf clubs.
MT and Design	United States	1,686,548	28: Golf clubs.
NVG	United States	3,032,074	28: Golf clubs
THE FAT LADY	United States	2,781,543	28: Sporting goods, namely golf putters
SWINGS			
TOURNEY	United States	2,500,355	28: Golf balls, golf clubs and golf club parts, namely,
			golf club heads, golf club grips, golf club shafts.
VIP	United States	1,113,249	28: Golf clubs.
VIP and Design	United States	865,675	28: Golf clubs and bags.

Schedule to United States Trademark Assignment Assignor: MacGregor Golf Company to Assignce: CKF6 Holdings, LLC

**RECORDED: 04/08/2010**