

TO: EDDIE ADAMS COMPANY: 2801 E. PLANO PARKWAY

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
David E. Lewis, Chapter 7 Trustee of the bankruptcy Estate of Progear Holdings Inc.		01/20/2011	TRUSTEE: COLORADO
RECEIVING PARTY DATA			
Name:	Adams Golf, Ltd. <i>A TEXAS Limited Partnership</i>		
Composed Of:	COMPOSED OF general Partner, Adams Golf GP Corp. a Delaware Corporation		
Street Address:	2801 E. Plano Parkway		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75074		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2449300	C-GROOVE	
CORRESPONDENCE DATA			
Fax Number:	(805)814-9287		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9726739790		
Email:	adamse@adams golf.com		
Correspondent Name:	Eddie Adams		
Address Line 1:	2801 E. Plano Parkway		
Address Line 4:	Plano, TEXAS 75074		
NAME OF SUBMITTER:	Eddie Adams		
Signature:	/Eddie Adams/		
Date:	01/27/2011		

OP \$40.00 2449300

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)	
)	
PROGEAR HOLDINGS INC.)	CHAPTER 7
EIN: 76-0538705,)	CASE NO. 10-39213 SBB
)	
Debtor.)	
)	

ORDER GRANTING TRUSTEE'S COMBINED MOTION FOR: (1) AUTHORITY TO SELL PERSONAL PROPERTY OF THE ESTATE AT AUCTION FREE AND CLEAR OF LIENS; (2) EMPLOY HERITAGE GLOBAL PARTNERS, AUCTIONEER; (3) REIMBURSE AUCTIONEER FOR EXPENSES UP TO \$20,000 AND APPROVE COMPENSATION FOR AUCTIONEER; (4) APPROVE AUCTION PROCEDURES; (5) AUTHORITY TO PAY CERTAIN PROCEEDS TO HOLDER OF SECURED CLAIM; AND (6) SUSPEND 14 DAY STAY UNDER FED.R.BANKR.P. 6004(h)

THIS MATTER comes before the Court upon the Trustee's Combined Motion for: (1) Authority to Sell Personal Property of the Estate at Auction Free and Clear of Liens; (2) Employ Heritage Global Partners, Auctioneer; (3) Reimburse Auctioneer for Expenses Up To \$20,000 and Approve Compensation for Auctioneer; (4) Approve Auction Procedures; (5) Authority to Pay Certain Proceeds to the Holder of Secured Claim, and (6) Suspend 14 Day Stay Under Fed.R.Bank.P. 6004(h) ("*Sale Motion*"), filed by David E. Lewis, Chapter 7 Trustee herein. The Court, having considered such Sale Motion and good cause having been shown, hereby:

ORDERS that the Sale Motion is GRANTED.

IT IS FURTHER ORDERED:

1. Without further Order of the Court or notice to creditors, Trustee is authorized to conduct an auction to sell, assign, transfer and convey the Assets (as described in the Sale Motion) outside the ordinary course of business pursuant to Bankruptcy Code § 363(b). The Excluded Assets (as described in the Sale Motion) shall not be sold at auction.

2. At the closing, the successful bidder at the auction sale of the Assets shall take title to the items purchased and paid for free and clear of all interests pursuant to Bankruptcy Code § 363(f). Any existing liens in such assets shall attach to the proceeds of sale, in the same order and priority as such liens existed in such assets prior to such sale and subject to any existing defenses or grounds for avoidance thereto.

3. The stipulation with Colorado Bank and Trust, N.A. (the "*Bank Stipulation*") filed simultaneously with the Sale Motion is APPROVED and Trustee is authorized to pay the Bank's secured claim pursuant to the terms of the Bank Stipulation from the sales proceeds received at closing.

4. The Exclusive Auction Agreement (the "*Listing Agreement*") with Heritage Global Partners ("*HGP*") is APPROVED and Trustee is authorized to employ HGP, Inc. to act as auctioneer for the estate pursuant to terms set forth in the Listing Agreement.

5. The proceeds of sale and any applicable sales tax shall be paid directly to Trustee. Trustee shall be authorized to pay from the sales taxes paid by Buyers, any applicable sales tax to the appropriate taxing authorities and from the Trustee's share of the sales proceeds reimburse HGP up to \$20,000 for actual auction related costs and expenses incurred by HGP.

6. Prior to or at the closing, HGP shall be entitled to collect the Buyer's Premium (as defined in the Sale Motion). Upon closing, HGP shall be entitled to retain the Buyer's Premium as compensation for its services related to the auction.

7. Trustee is authorized and directed to execute and deliver such documents and instruments and take all other actions as may be necessary or appropriate, to effectuate the sale of such assets.

8. The following auction procedures are hereby APPROVED:

- (a) **Sale Date and Closing Date.** Trustee shall schedule an auction for the Assets to occur no later than January 18, 2011, and at the earliest date before then if possible. The closing date shall be within 48 hours from conclusion of the auction.
- (b) **Stalking Horse Bid.** If Trustee is able to reach an agreement on a Stalking Horse Bid, Trustee will supplement the Sale Motion with the terms and conditions of such Stalking Horse Bid. The Stalking Horse Bid may provide for a break-up fee. The terms and conditions of the Stalking Horse Bid are subject to approval by the Bankruptcy Court. Upon approval, the Stalking Horse Bid will be the initial bid at the auction and all competing bids will be subject to the terms of the Stalking Horse Bid.
- (c) **Confidentiality Agreement.** Each potential bidder wishing to receive information regarding the Assets must enter into a confidentiality agreement prior to receiving information.
- (d) **Qualified Bids.** Each party wishing to bid at the auction will need to provide proof of financial ability to close. Such information shall be kept confidential and the financial information shall be provided to HGP no later than 24 hours prior to the auction date. In addition, each qualified bidder must sign a bid form prior to the auction pursuant to which the bidder acknowledges that the bidder has read the Order approving the sale, and agrees: (i) to be bound by the terms and conditions set forth in the Order; (ii) that, if the bidder's bid is accepted, bidder is obligated to close the purchase transaction with Trustee by the closing date; and (iii) that, if bidder fails to timely close the purchase transaction by the closing date, the bidder will be in default, bidder's earnest money will be forfeited and

Trustee will be free to sell the Assets to the next highest bidder then willing and able to close.

- (e) **Earnest Money.** Each party wishing to bid at the auction must make an earnest money deposit in the amount of \$25,000 in the form of a cashier's check or other certified funds made payable to Trustee. Deposits will be nonrefundable if the bidder is determined to be the Successful Bidder (as defined below) and such bidder fails to close on the sale. If the Successful Bidder closes on the sale, the earnest money deposit will be applied towards the Purchase Price. The earnest money deposit will be refundable if the bidder is not the Successful Bidder.
- (f) **Opening Bid.** The opening bid shall be the amount of the Stalking Horse Bid or if no Stalking Horse Bid, HGP will start with an open auction. In the event that the reserve price is not met, Trustee is authorized to refrain from accepting a lower bid at the auction and to refrain from closing on the sale of the Assets for such lower bid.
- (g) **Competing Bids.** Each competing bid must include a cash bid that is at least \$10,000 higher than the last bid if the last bid was not made by the Stalking Horse Bidder. If the last bid was made by the Stalking Horse Bidder, the competing bid must be at least \$10,000 plus the amount of the approved break-up fee to be the higher and better bid.
- (h) **Conclusion of Auction.** Bidding shall continue until determined by HGP. Provided the reserve price is met, in the event one or more overbids are made at the auction, the bidder making the last, highest and best overbid, as determined by Trustee and HGP, will be announced as the buyer of the Assets (the "*Successful Bidder*").

9. The fourteen-day (14) stay provided in Fed.R.Bankr.P. 6004(h) and the three-day "order delay" prescribed by Local Bankruptcy Rule 9013-1(c) are hereby be waived.

DATED January 13, 2011

BY THE COURT:



Sidney B. Brooks,
United States Bankruptcy Judge

BILL OF SALE

The undersigned, David E. Lewis ("*Trustee*"), in his capacity as Chapter 7 trustee of the bankruptcy estate of Progear Holdings Inc. ("*Debtor*"), Case No. 10-39213 SBB pending in the United States Bankruptcy Court for the District of Colorado ("*Bankruptcy Court*"), for \$1,500,000 and other good and valuable consideration and pursuant to the ORDER GRANTING TRUSTEE'S COMBINED MOTION FOR: (1) AUTHORITY TO SELL PERSONAL PROPERTY OF THE ESTATE AT AUCTION FREE AND CLEAR OF LIENS; (2) EMPLOY HERITAGE GLOBAL PARTNERS, AUCTIONEER; (3) REIMBURSE AUCTIONEER FOR EXPENSES UP TO \$20,000 AND APPROVE COMPENSATION FOR AUCTIONEER; (4) APPROVE AUCTION PROCEDURES; (5) AUTHORITY TO PAY CERTAIN PROCEEDS TO HOLDER OF SECURED CLAIM; AND (6) SUSPEND 14 DAY STAY UNDER FED.R.BANKR.P. 6004(h) entered on January 13, 2011 pursuant to Section 363 of the Bankruptcy Code (the "*Order*"), hereby sells, conveys and transfers to Adams Golf, Ltd. ("*Buyer*") to have and to hold, free and clear of all liens, encumbrances and other interests to extent provided in the Order, all of the right, title and interest in and to all assets and property of the bankruptcy estate, wherever located, whether or not identified or disclosed on Debtor's books, records and/or Bankruptcy Schedules, including without limitation, the following, but expressly excluding from such property the Excluded Assets (defined below) (collectively the "*Assets*"):

- (a) **Tangible Personal Property.** All right, title and interest in all tangible personal property owned by the bankruptcy estate including the personal property listed on Schedule B to Debtor's bankruptcy schedules.
- (b) **Intangible Property.** All right, title and interest in all intangible personal property owned by the bankruptcy estate, together with all books, records and like items pertaining to the business, including, without limitation, the business, trademarks, trade names, service marks, all plans and specifications for improvements or to the products and services of the Debtor's business, all appraisals, engineering and other reports relating to the products and services of the bankruptcy estate, customers lists, catalogues, and other data bases, correspondence with present or prospective customers and suppliers, advertising materials, and telephone exchange numbers identified with the Debtor (collectively, the "*Intangible Property*"). Intangible Property includes the estate's right title and interest in a patent filed with the United States Patent and trademark Office, as Patent No. 5,637,044 dated June 10, 1997 relating to concentric engraving on the putter heads, and any interest the bankruptcy estate has in registered trademarks (including those listed below and the goodwill of the business symbolized by such trademarks), trade dress, trade names, phone numbers and website. With respect to any intent-to-use trademark application, the bankruptcy estate transfers all of its right, title and interest in that portion of the business in which the estate has a bona fide intent to use the trademark(s). As used in this Agreement, Intangible Property shall in all events exclude: (a) any materials containing privileged communications or information about employees, disclosure of which would violate an employee's reasonable expectation of privacy and any other materials which are subject to attorney-client or any other

privilege, and (b) any software or other item of intangible property held by bankruptcy estate pursuant to a license or other rejected contract.

Jurisdiction	Registration No. / Application No.	Registration Date / Application Date
Benelux Trademark/Design Office	0778636	Nov 22, 2005
Benelux Trademark/Design Office	781825	Dec 6, 2005
Canada	687753	May 15, 2007
Canada	687755	May 15, 2007
Canada	687754	May 15, 2007
China	4600194	Feb 14, 2008
European Union	004341517	Mar 16, 2005
European Union	004342581	Mar 16, 2005
Japan	4379873-2	Apr 28, 2000
Japan	2578495-2	Sep 30, 1993
Japan	5134955	May 16, 2008
Japan	4906209	Nov 4, 2005
Japan	5134956	May 16, 2008
Japan	2449300	May 8, 2001
United States	77/340,659	Nov 29, 2007
United States	3886369	Dec 7, 2010

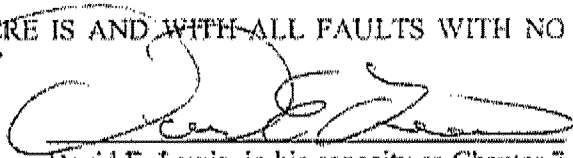
- (c) **Denver Inventory.** All right, title and interest in inventory, finished goods, work in process, raw materials, spare parts and other material and supplies owned by the bankruptcy estate, including putters, putter heads, accessories, apparel, training aids, components and shafts located at the 7700 Cherry Creek South Drive, Denver, Colorado office space (the "*Denver Inventory*").
- (d) **China Inventory.** The Debtor has traditionally obtained inventory from one to three manufacturers located in China (the "*China Inventory*"). As of the bankruptcy petition date, the Debtor estimates that Deson Golf Sport Co., Ltd. and Acme Club Company, Ltd., two of these manufacturers, had completed manufacture of approximately twenty thousand putters at invoice costs as shown on the Debtor's Bankruptcy Schedules. The invoices for the China Inventory have not been paid. The Buyer's rights in the China Inventory will remain subject to paying the invoice cost for actual product delivered directly by the manufacturer. Trustee makes no representations or warranties of any kind that any or all of the China Inventory can be delivered, or as to the condition of the China Inventory.
- (e) **Accounts Receivable.** All right, title and interest in instruments, receivables, accounts receivable and unbilled costs and fees, and all causes of action relating or pertaining thereto owned by the bankruptcy estate (collectively, the "*Receivables*"). The Receivables may be bad debt or subject to setoff.

Excluded Assets. Only the following items are excluded from the Assets to be sold (collectively, the "*Excluded Assets*"):

- (a) **Cash and Deposit Accounts.** Cash and all cash equivalents and bank accounts;
- (b) **Lease Deposits.** All lease deposits.
- (c) **Vehicle.** The 2004 Chevrolet Tahoe 4WD 4 Door.
- (d) **Leasehold Improvements.** All leasehold improvements unless otherwise assigned with the lease of the office space.
- (e) **Tax Refunds.** Any refunds from tax authorities with regards to tax periods prior to the Closing Date;
- (f) **Insurance Proceeds.** All insurance proceeds, unearned premiums, claims and causes of action with respect to or arising in connection with (i) any rejected contract which is not assigned to Buyer at the Closing, or (ii) any item of tangible or intangible property not acquired by a buyer at closing;
- (g) **Preference and Other Avoidance Claims.** All preference and other avoidance claims and actions of Trustee, including, without limitation, any such claims and actions arising under §§ 544, 547, 548, 549, and 550 of the Bankruptcy Code.
- (h) **Corporate Documents.** All of Debtor's organizational documents and corporate books and records including, without limitation, Debtor's minute books and stock ledger.
- (i) **Final Draw on Credit Facility with Sino Sporting Company, Ltd.** All interests in the final draw amount on the credit facility with Sino Sporting Company, Ltd. Debtor asserts that the bankruptcy estate's interest in the final draw is subject to liens in favor of Charlene Ricci, Iona Resources Holdings, Ltd. and Joseph Z. Ornelas.

The Assets shall be sold "AS IS WHERE IS AND WITH ALL FAULTS WITH NO REPRESENTATIONS MADE BY TRUSTEE."

DATE: January 20, 2011.




David E. Lewis, in his capacity as Chapter 7 Trustee of the bankruptcy estate of Progear Holdings, Inc., pending in the United States Bankruptcy Court for the District of Colorado. Case No. 10-39213 SBB.

STATE OF COLORADO)
)
COUNTY OF BOULDER)

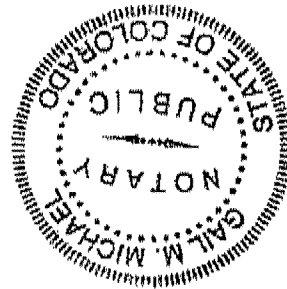
The foregoing instrument was acknowledged before me this 20 day of January, 2011, by David E. Lewis, Chapter 7 trustee of the bankruptcy estate of Progear Holdings, Inc., Case No. 10-39213 SBB in the United States Bankruptcy Court for the District of Colorado.

Witness my hand and official seal.



Notary Public

My commission expires: 05-13-2014



Case:10-39213-SBB Doc#:55 Filed:02/04/11 Entered:02/04/11 13:38:54 Page1 of 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

IN RE:	§	
	§	
PROGEAR HOLDINGS INC.	§	Chapter 7
EIN: 76-0538705,	§	Case No. 10-39213 SBB
	§	
<i>Debtor.</i>	§	

**ORDER GRANTING TRUSTEE'S MOTION FOR
APPROVAL OF SALE TO SUCCESSFUL BIDDER**

THIS MATTER comes before the Court upon the Motion for Approval of Sale to Successful Bidder (the "*Approval Motion*"), filed by David E. Lewis, Chapter 7 Trustee herein. The Court, having considered the Approval Motion and good cause having been shown, hereby:

ORDERS that the Approval Motion is GRANTED.

IT IS FURTHER ORDERED:

1. The Assets, as defined in the Approval Motion, are hereby transferred to Adams Golf, Ltd. ("*Adams Golf*") free and clear of any liens, claims, or interests therein, pursuant to Bankruptcy Code § 363(f).

2. Adams Golf has purchased the Assets in good faith and is a good faith purchaser for the purposes of Bankruptcy Code § 363(m).

3. The consideration provided by Adams Golf for the Assets (i) is fair and reasonable, (ii) is the highest and best offer for the Assets, (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act and all other applicable laws, and (iv) may not be avoided under Bankruptcy Code § 363(n).

4. The fourteen (14) day stay provided in Federal Rule of Bankruptcy Procedure 6004(h) and the three (3) day "order delay" prescribed by Local Bankruptcy Rule 9013-1(c) are hereby waived, and this Order is effective and enforceable immediately upon entry.

5. The Court shall retain jurisdiction to hear and consider all disputes arising out of the interpretation or implementation of this order.

Dated: February 4, 2011

BY THE COURT:



Sidney B. Brooks,
United States Bankruptcy Judge