

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
True Temper Sports, Inc.		07/26/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank, as Administrative Agent		
Street Address:	1180 West Peachtree Street, NW		
Internal Address:	Suite 1000, Attn: Christine M. Ferrise		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Bank: ALABAMA		
PROPERTY NUMBERS Total: 70			
Property Type	Number	Word Mark	
Registration Number:	2933160	ALPHA Q	
Registration Number:	1643717	BLACK GOLD	
Registration Number:	4056818	BLACKBIRD	
Registration Number:	2978655	BLUE	
Registration Number:	4023875	BOOYAH	
Registration Number:	3253307	CARBON ROOTING TECHNOLOGY CRT	
Registration Number:	0980306	COMET	
Registration Number:	4132537	DG SPINNER	
Registration Number:	0562535	DYNALITE	
Registration Number:	1828401	DYNALITE GOLD	
Registration Number:	2133627	DYNAMIC	
Registration Number:	1298940	DYNAMIC GOLD	
Registration Number:	1833938	DYNAMIC LITE	

Registration Number:	2752027	EI-70
Registration Number:	1676902	EI-70
Registration Number:	3252203	EPIC
Registration Number:	2938966	EXTRALITE
Registration Number:	3197392	F-115
Registration Number:	1864315	FCM
Registration Number:	2955707	FLIGHTED
Registration Number:	1822954	FM
Registration Number:	2320724	FM PRECISION
Registration Number:	2373538	FM PRECISION GOLF
Registration Number:	3231818	FREQUENCY TUNED
Registration Number:	1558189	GOLD PLUS
Registration Number:	4135221	GOLD SERIES
Registration Number:	1209860	GRAFALLOY
Registration Number:	3360836	GS75
Registration Number:	3929011	GS85
Registration Number:	3703319	GS95
Registration Number:	3146367	HOW FAST WILL YOU GO TODAY?
Registration Number:	3684011	ICTECH
Registration Number:	3684012	ICTECH
Registration Number:	3230929	M80
Registration Number:	1362185	MICROTAPER
Registration Number:	3698691	
Registration Number:	3374084	NANO FUSE
Registration Number:	3399761	N F N A N O F U S E
Registration Number:	2303575	PRECISION
Registration Number:	2731681	PRECISION
Registration Number:	1320963	PRECISION LITE
Registration Number:	3177664	PRECISION SABER
Registration Number:	2928924	PROCUSTOM
Registration Number:	2722458	PROJECT X
Registration Number:	3343199	PROLITE
Registration Number:	2805138	PROLOGIC
Registration Number:	2936315	RELEASE
Registration Number:	2017291	RIFLE

	2313814	RIFLE FLIGHTED
Registration Number:	2173887	RIFLE LITE
Registration Number:	2734981	ROCKET
Registration Number:	1754028	SENIOR CLASSIC
Registration Number:	2048292	SENSICORE
Registration Number:	4135586	SHAFTFIT
Registration Number:	4116040	SPEED COAT
Registration Number:	2793945	SPEED-STEP
Registration Number:	2508169	SPINNER WEDGE
Registration Number:	2885151	TOUR CONCEPT
Registration Number:	2613789	TRI GOLD
Registration Number:	0239511	TRUE TEMPER
Registration Number:	2210958	TRUE TEMPER
Registration Number:	3890266	TRUE TEMPER
Registration Number:	0258244	TRUE TEMPER
Registration Number:	1356493	TRUE TEMPER
Registration Number:	1897044	TRUE TEMPER
Registration Number:	2056105	TRUELITE
Registration Number:	1173464	TT LITE
Registration Number:	3901017	XO SHELL
Serial Number:	85560348	COUNTERPOINT
Serial Number:	85437515	XCORE

CORRESPONDENCE DATA

Fax Number: 4045818330

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	397168-600077
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/

TRADEMARK
REEL: 004829 FRAME: 0835

07/26/2012

Total Attachments: 6

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THIS TRADEMARK SECURITY AGREEMENT, dated as of July 26, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Regions Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit and Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit and Security Agreement, dated as of July 26, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit and Security Agreement"), among the Borrower, the Guarantors party thereto, the Lenders from time to time party thereto, and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has guaranteed the Obligations of the Borrower and all of the Grantors are required to execute and deliver this Trademark Security Agreement pursuant to the Credit and Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit and Security Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and applications therefor, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

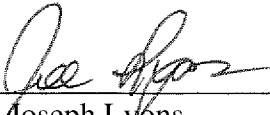
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,




True Temper Sports, Inc.
as Grantor

By: 
Name: Joseph Lyons
Title: Vice President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

U.S. Trademark Registrations

Trademark	Registration No.	Reg. Date
ALPHA Q	2933160	03/15/2005
BLACK GOLD	1643717	05/07/1991
BLACKBIRD	4056818	11/15/2011
	2978655	07/26/2005
BOOYAH	4023875	09/06/2011
CARBON ROOTING TECHNOLOGY CRT	3253307	06/19/2007
	0980306	03/12/1974
DG SPINNER	4132537	04/24/2012
DYNALITE	0562535	08/05/1952
DYNALITE GOLD	1828401	03/29/1994
DYNAMIC	2133627	02/03/1998
DYNAMIC GOLD	1298940	10/02/1984
DYNAMIC LITE	1833938	05/03/1994
EI-70	2752027	08/19/2003
	1676902	02/25/1992
EPIC	3252203	06/12/2007
EXTRALITE	2938966	04/05/2005
F-115	3197392	01/09/2007
FCM	1864315	11/22/1994
FLIGHTED	2955707	05/24/2005
FM	1822954	02/22/1994
FM PRECISION	2320724	02/22/2000
FM PRECISION GOLF	2373538	08/01/2000
FREQUENCY TUNED	3231818	04/17/2007
GOLD PLUS	1558189	09/26/1989
GOLD SERIES	4135221	05/01/2012
GRAFALLOY	1209860	09/21/1982
GS75	3360836	12/25/2007
GS85	3929011	03/08/2011
GS95	3703319	10/27/2009
HOW FAST WILL YOU GO TODAY?	3146367	09/19/2006
ICTECH	3684011	09/15/2009
ATI-2522984v1		



M80

MICROTAPER



NANO FUSE



PRECISION

PRECISION

PRECISION LITE

PRECISION SABER

PROCUSTOM

PROJECT X

PROLITE

PROLOGIC

RELEASE

RIFLE

RIFLE FLIGHTED

RIFLE LITE

ROCKET

SENIOR CLASSIC

SENSICORE

SHAFTFIT

SPEED COAT

SPEED STEP

SPINNER WEDGE

TOUR CONCEPT

TRI-GOLD

TRUE TEMPER

TRUE TEMPER

TRUE TEMPER

TRUE TEMPER

TRUE TEMPER

TRUE TEMPER

TRUELITE

TT LITE

XO SHELL

3684012

09/15/2009

3230929

04/17/2007

1362185

09/24/1985

3698691

10/20/2009

3374084

01/22/2008

3399761

03/18/2008

2303575

12/28/1999

2731681

07/01/2003

1320963

02/19/1985

3177664

11/28/2006

2928924

03/01/2005

2722458

06/03/2003

3343199

11/27/2007

2805138

01/13/2004

2936315

03/29/2005

2017291

11/19/1996

2313814

02/01/2000

2173887

07/14/1998

2734981

07/08/2003

1754028

02/23/1993

2048292

03/25/1997

4135586

05/01/2012

4116040

03/20/2012

2793945

12/16/2003

2508169

11/13/2001

2885151

09/14/2004

2613789

09/03/2002

0239511

03/06/1928

2210958

12/15/1998

3890266

12/14/2010

0258244

07/02/1929

1356493

08/27/1985

1897044

05/30/1995

2056105

04/22/1997

1173464

10/13/1981

3901017

01/04/2011

U.S. Trademark Applications

Trademark	Application No.	Filing Date
COUNTERPOINT	85/560348	03/05/2012
XCORE	85/437515	10/03/2011