

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306320

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee legal entity state of organization previously recorded on Reel 002590 Frame 0687. Assignor(s) hereby confirms the ASSIGNS THE ENTIRE INTEREST.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAMILY GOLF CENTERS, INC.		10/22/1999	CORPORATION:
RECEIVING PARTY DATA			
Name:	GOLF OUTLETS OF AMERICA		
Street Address:	4721 EAST PALM CANYON DRIVE		
City:	PALM SPRINGS		
State/Country:	CALIFORNIA		
Postal Code:	92264		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1083671	VISA	
Registration Number:	2573624	CONFIDENCE	
Registration Number:	2454569	CONFIDENCE	
Registration Number:	2329937	ESP	
CORRESPONDENCE DATA			
Fax Number:	3108205988		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-207-3800		
Email:	dax_alvarez@bstz.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	12400 Wilshire Boulevard		
Address Line 2:	7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	006047.GTM004		
NAME OF SUBMITTER:	Dax Alvarez		
SIGNATURE:	/dax alvarez/		
DATE SIGNED:	06/02/2014		

CH \$115.00 1083671

Total Attachments: 35

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09-30-2002

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102236447

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 FAMILY GOLF CENTERS, INC. **9-16-02**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation -
 Other _____

2. Name and address of receiving party(ies):
 Name: GOLF OUTLETS OF AMERICA
 Street Address: 4721 East Palm Canyon Drive
 City: Palm Springs State: CA ZIP: 92264

Individual(s) citizenship _
 Association _____
 Limited Partnership _
 Corporation - California
 Other: _____

Add'l name(s) of conveying party(ies) attached? _ Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: _____ Yes No
 (Designations must be a separate document from Assignment)

Execution Date: October 22, 1999

Additional name(s) & address(es) attached? _ Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
76/294,079

B. Trademark Registration No.(s)

1,908,667	2,573,624	876,440
2,454,569	2,329,937	1,774,326
1,775,972	1,951,468	2,038,894
1,773,087	2,330,033	1,761,508
1,162,102	2,353,609	

Additional numbers attached? _ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michael W. Hicks, Esq.
 Internal Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 Street Address: 12400 Wilshire Boulevard
Seventh Floor
 City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: Sixteen (16)

7. Total fee (37 CFR 3.41)\$ 415.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666

09/30/2002 00000016 76294079
 01 FCT481 40.00 DP
 02 FCT482 375.00 DP

DO NOT USE THIS SPACE

I hereby certify that the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael W. Hicks, Esq.

Michael W. Hicks
 Signature

9/11/02
 Date

I hereby certify that the foregoing information is being deposited with the United States Postal Service as first class mail in an envelope addressed to:
 Assistant Commissioner for Trademarks, 2900 Crystal Drive,
 Arlington, VA 22202-3513, on 9-11-02
 (Date of Deposit)

Total number of pages including cover sheet, attachments, and document: 36

Name of applicant, assignee, or Registered Rep.

Danielle Liddy 9-11-02
 Signature Date

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Contract" or "Agreement"), made as of this 21 day of ^{December} ~~November~~, 2001, by and between FAMILY GOLF CENTERS, INC., as debtor-in-possession, having an office at 538 Broad Hollow Road, Melville, New York 11747 ("Seller") and GOLF OUTLET OF AMERICA, having an office at 4721 East Palm Canyon Drive, Palm Springs, California 92264 ("Purchaser").

1. **AGREEMENT TO PURCHASE.** In consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (i) Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the trademarks and tradenames described in Exhibit "A" attached hereto, together with: (A) the right, if any, to recover for past infringement of said trademarks and (B) the goodwill of the business symbolized by the trademarks and in, to and under the registrations thereon (if and then only to the extent that any of the foregoing exist, as to which Seller makes no representations) (collectively, the "Property"). Purchaser acknowledges that the Property does not include the internet domain name "confidencegolf.com" or similar domain name and that Seller reserves all rights, if any, with respect thereto. Purchaser represents that execution, delivery and performance of this contract are within Purchaser's power and have been duly authorized by all necessary and proper action. Seller represents that execution, delivery and performance of this contract are within Seller's power and have been duly authorized by all necessary and proper action.

2. **PURCHASE PRICE.** The purchase price for the Property (the "Purchase Price") is ~~One~~ ^{Eighty} ~~Handred~~ Thousand (\$80,000.00) Dollars, payable to Seller as follows:

(1) Eight Thousand (\$8,000.00) Dollars, upon execution and delivery of this Agreement by Purchaser; and

(2) Seventy-Two Thousand (\$72,000.00) Dollars, upon Closing, by good certified or bank check, payable to the direct order of Seller, or, at the request of Seller, by wire transfer to an account designated by Seller.

This Contract is not contingent upon Purchaser's ability to obtain financing, and in no event is this Contract subject to Purchaser obtaining financing from any third party.

3. CLOSING.

(a) The Closing shall take place in the office of Golenbock, Eiseman, Assor & Bell, 437 Madison Avenue, New York, New York, at 10:00 a.m. on a date specified by Seller which shall be no later than the tenth (10th) business day after entry of the order (the "Approval Order") of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") presiding over Seller's chapter 11 cases (captioned In re Randall's Island Family Golf Centers, Inc., et al., Case Nos. 00 B 41065 through 00 B 41196 (SMF) (the "Chapter 11 Cases")) authorizing and approving the sale and conveyance of the Property free and clear of all liens, claims and encumbrances (except Permitted Exceptions) pursuant to and in accordance with section 363(b) and (f) of title 11 of the United States Code (the "Bankruptcy Code").

(b) At Closing, Seller shall deliver the following to Purchaser:

(1) an assignment covering the Property, substantially in the form attached to this Agreement as Exhibit "B" (the "Assignment"); and

(2) a certified copy of the Approval Order.

4. CLOSING COSTS. At Closing, Purchaser shall pay all transfer, stamp, sales, personal property or similar state, federal or local tax attributable to the transfer of the Property to Purchaser by Seller.

5. DISCLAIMER OF WARRANTIES; "AS-IS" CONVEYANCE. (a) PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT

PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS, WHERE-IS" CONDITION WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED PURPOSE, OR THE STATUS OF ANY INTELLECTUAL PROPERTY, OF OR ON BEHALF OF SELLER. Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, sales brochure, due diligence information package or other literature, projection, pro forma statement, representation, guarantee or warranty (whether express or implied, or oral or written, material or immaterial) that may have been given by or made by or on behalf of or omitted by Seller with respect to (i) the quality, nature or adequacy of the Property, including, without limitation, the suitability or adequacy of the Property for any particular purpose; (ii) compliance with respect to the Property as to any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity; or (iii) the condition of title to or registration of the Property or the nature, status and extent of any right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to any of the Property.

(b) PURCHASER ACKNOWLEDGES TO, AND AGREES WITH, SELLER THAT WITH RESPECT TO THE PROPERTY, SELLER HAS NOT AND DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR WITH RESPECT TO THE VALUE, PROFITABILITY, RECORDATION, STATUS OR CONDITION OF THE PROPERTY OF SELLER OR OF ANY BUSINESS OR OPERATION USING, OR RELATING TO ANY OF THE PROPERTY.

(c) Purchaser acknowledges that it is Purchaser's responsibility to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property. Such inquiries and investigations may include, but shall not be limited to, any contracts pertaining to any of the Property, Seller, any business or operations conducted using or relating to any of the Property (the "Business"), recordation or registration of the Property or any of it, or the condition, location or marketability of the Property, Seller and/or any Business.

(d) Without in any way limiting the generality of the preceding subparagraphs "(a)" through "(c)", Purchaser specifically acknowledges and agrees that Purchaser hereby waives, releases and forever discharges any claim it has, might have in the future, had or may have against the Seller and/or Seller's agent with respect to the condition or status of the Property, Seller or the Business, either patent or latent, with respect to licenses or contracts for or relating to the use or operation of the Property, actual or potential income or profits derived or to be derived from the Property or the Business, taxes or assessments now or hereafter payable thereon, or in respect thereof, compliance with any laws, rules, regulations or requirements and any other state of facts which exist with respect to the Property, Seller or any Business.

(e) Purchaser hereby releases and forever discharges Seller, its employees, representatives, agents, sub-agents, successors and assigns from any and all claims for damages and other causes of action at law or equity for injury, destruction, loss or damage of any kind or character, to the Property, or both, the Business, and/or any of Purchaser's employees, agents and representatives arising out of or in any way relating to any of the foregoing matters referred to in this Section 5.

(f) Seller shall not be obligated to pay any sums or perform any work to or with respect to any of the Property or the Business including, but not limited to any work which may now or hereafter be required to cause the Property, or the Business to be in compliance with the requirements of any law, rule or regulation.

(g) The provisions of this Section 5 shall survive Closing or any termination of this Agreement.

6. **TITLE.** At Closing, Seller will convey and Purchaser agrees to accept such title to the Property as Seller has, with no representations or warranties whatsoever with respect thereto.

7. **ASSESSMENTS.** If as of the date hereof, the Property, or any part thereof, shall be or shall have been affected by an assessment or assessments, then Purchaser shall be responsible for payment of any such assessments against the Property and such assessments shall be paid by Purchaser as they become due. The provisions of this Section 7 shall be without prejudice to Purchaser's right to protest or contest any such assessment, and shall survive Closing.

8. **CONDITIONS PRECEDENT TO PURCHASER'S AND SELLER'S OBLIGATIONS TO CLOSE.**

(a) Purchaser's obligation to consummate the Closing hereunder is conditioned upon entry of the Approval Order at or prior to Closing.

(b) Seller's obligation to consummate the Closing hereunder is conditioned upon satisfaction of the following conditions at or prior to Closing:

(i) Purchaser shall have paid the entire Purchase Price in accordance with the terms of this Agreement; and

(ii) The Approval Order shall have been entered by the Bankruptcy Court. Seller shall use its best reasonable efforts to obtain the Approval Order. Purchaser agrees to fully cooperate with Seller in respect of such efforts.

(c) In the event that any of the above conditions are not satisfied at or prior to Closing, the party to this Contract whose obligations are conditioned upon the satisfaction of such conditions may terminate this Contract by notice delivered to the other party at or prior to Closing, provided however, if the failure to satisfy such condition is due to the default of the

party required to satisfy same, the other party may pursue its remedies under Section 10 of this Agreement. If this Contract is so terminated by either party pursuant to a right expressly given to it hereunder (and not by the default of the other party) then this Contract shall be deemed and be canceled, the Deposit shall be promptly returned to Purchaser and the parties shall have no further obligations under this Contract except for those which are expressly stated to survive the termination thereof. Seller shall not negotiate with any other potential purchasers for the sale of the Property unless and until this Contract is deemed either terminated or canceled, as provided herein, or until Purchaser is in default under this Contract.

9. **DEFAULT.** (a) Seller shall be in default hereunder if following notice to Seller, Seller shall fail to comply with or perform in the manner required in this Contract in any material respect any covenant, agreement or obligation on its part to be complied with or performed and such failure shall continue unremedied for fifteen (15) days after notice thereof from Purchaser. Except as hereinafter specifically provided to the contrary, if Seller shall be in default hereunder, Purchaser (in lieu of prosecuting an action for damages or proceeding with any other legal course of conduct, the right to bring such actions or proceedings being expressly and voluntarily waived by Purchaser, to the extent legally permissible, following and upon advice of its counsel) shall have the right (i) to seek to obtain specific performance of Seller's obligations hereunder, provided that any action for specific performance shall be commenced within ten (10) days after such default, or (ii) to promptly receive a return of the Deposit. If Purchaser fails to commence an action for specific performance within ten (10) days after such default, Purchaser's sole remedy shall be to receive a return of the Deposit. Upon such return and delivery, this Contract shall terminate and neither party hereto shall have any further obligations under this Contract other than those which are expressly stated to survive the termination thereof.

(b) Purchaser shall be in default hereunder if Purchaser shall fail to comply with or perform within the time limits and in the manner required in this Contract (or in any other contract or agreement between Purchaser and Seller or any affiliate of Seller) in any material respect any covenant, agreement or obligation on its part to be complied with or performed and

any conditions to the performance by Purchaser of its obligations hereunder have been satisfied. In the event of a default by Purchaser hereunder, Seller may terminate this Contract by notice to Purchaser at or prior to the Closing, in which event Seller shall be entitled to receive the Deposit as liquidated damages in full satisfaction of any claims against Purchaser hereunder; provided, however, that the foregoing shall not limit any claims that Seller may have against Purchaser based on Purchaser's failure to comply with any post-Closing obligation or any instrument delivered at Closing.

(c) As an inducement to Seller to enter into this Contract, Purchaser agrees that notwithstanding anything to the contrary expressly or by implication provided in this Contract, (i) TIME SHALL BE OF THE ESSENCE with respect to the performance by Purchaser of its obligations under this Contract by the dates and within the time periods set forth in this Contract, (ii) the failure of Purchaser to perform its obligations under this Contract by the dates and within the time periods set forth in this Contract shall be a material default under this Contract, and (iii) Purchaser shall not be entitled to any adjournment(s) of the times or dates by which Purchaser is required to perform its obligations under this Contract.

10. BROKERAGE. Purchaser represents to Seller that it has not dealt with any broker or finder in connection with this Contract or the transactions contemplated hereby. Purchaser acknowledges that Seller has retained Keen Realty Consultants Inc. ("Seller's Broker") as its broker and Seller shall pay the commissions due Seller's Broker, if any, due on account of this Agreement. The parties' obligations under this Section 10 shall survive the termination of this Contract.

11. OVERBID PROCEDURES. Seller and Purchaser acknowledge that, under the Bankruptcy Code, transfer of the Property is, and the respective obligations of Seller and Purchaser under this Contract are, subject to entry of the Approval Order. Seller and Purchaser acknowledge that to obtain such approval the Seller must demonstrate that it has taken reasonable steps to obtain the highest and best price possible for the Property, including, but not limited to, giving notice of the

transaction contemplated by this Contract to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Property to responsible bidders, entertaining higher and better offers from responsible bidders and, if necessary, conducting an auction.

12. MANNER OF PAYMENT. All checks to be delivered by or on behalf of Purchaser to Seller at Closing shall be drawn on a Federally or State chartered bank or savings and loan association, and shall be unendorsed, good certified checks of the Purchaser, or bank or teller's checks without restrictions, payable to the direct order of Seller or such person(s) or entity(s) as Seller may direct; provided, however, that, upon at least two (2) days prior notice from Seller, Purchaser shall pay such balance at Closing by wire transfer of funds pursuant to instructions given by Seller.

13. NOTICES. All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a nationally recognized overnight counter service to the addresses set forth next to the signature of each party below. A copy of all notices given hereunder shall also be delivered to Escrow Agent and to Golenbock, Eiseman, Assor & Bell, 437 Madison Ave., New York, New York 10022, Attention: Jonathan Flaxer, Esq. and Jonathan S. Hacker, Esq.

14. WAIVER. No failure or delay on the part of Seller in exercising any right of Seller, and no action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of an right of Seller set forth herein or a modification of any terms set forth herein.

15. ENTIRE AGREEMENT; AMENDMENT. This written Contract and any Exhibits attached hereto constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged, nor may any provision of this Contract be waived, except by an instrument in writing signed by Purchaser and an appropriate officer of Seller.

16. **HEADINGS.** The paragraphs or section headings herein are for convenience of reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope thereof.
17. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.
18. **ASSIGNMENT.** Purchaser may not assign this Contract or Purchaser's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.
19. **COUNTERPART EXECUTION.** This Contract may be executed in several counterparts each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. A fully executed facsimile copy of this Agreement shall be treated as an original.
20. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
21. **GOVERNING LAW.** This Contract and the rights and obligations hereunder and the provisions hereof shall be governed by and construed in accordance with the federal law of the United States of America and in the absence of controlling federal law, in accordance with the laws of the state wherein the Intellectual Property, Raw Inventory and/or FF&E are located. All disputes arising out of or related to this Contract, including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof, will be resolved in the Bankruptcy Court and the parties hereto each submit to the exclusive jurisdiction of the Bankruptcy Court for the purposes of adjudicating any such dispute, to the extent that jurisdiction of the Bankruptcy Court is available.

22. NO RECORDATION. In no event shall Purchaser record this Contract or any memorandum hereof and any such recordation or attempted recordation shall constitute a breach of this Contract by Purchaser.

23. SURVIVAL. (a) Except as otherwise expressly provided in this Contract, no representations, warranties, covenants or other obligations of Seller set forth in this Contract shall survive Closing or termination of this Contract, and no action based thereon shall be commenced after Closing or termination of this Contract.

(b) The delivery of the Assignment by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this Contract to survive the Closing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

SELLER:
FAMILY GOLF CENTERS, INC.

By: *[Signature]*
Name: Philip J. Sord
Title: CEO

PURCHASER:

GOLF OUTLETS OF AMERICA, INC. *[initials]*

By: *[Signature]*
Name: SIMON MILLINGTON
Title: CEO
Tax Identification No. 33-0850972

EXHIBIT A

Schedule of Property

Friday, January 05, 2001

Client: CCM Confidence Golf, Inc.

Client Status Report

Page: 1

*Confidence
Markings*

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Next Action(s)	Due Date(s)
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CONFIDENCE

Germany

Country Number: 7

113638-18

Apparel

308-17-2001

JIS

Classes: 28

Goods: Class: 28

Golf clubs.

Remarks:

Opposition filed by JISV (inquiry 06/19/99) response deadline: none filed

Although date of entry on register is 09/28/98, renewal (10 yrs.) is calculated from filing date, e.g., 08/19/98, so renewal would be due approx. 02/20/08 through 08/19/08.

CONFIDENCE

Hong Kong

Country Number:

113638-1

Published

(Owner: CCM)

(Classes: 28)

Goods:

(Class: 28)

Spinning articles; sporting equipment; golf clubs; golf bags; golf gloves; balls for games; golf balls; parts and fittings for all aforesaid goods.

Friday, January 04, 2001

Client: CCI Confidence Club, Inc.

Client Status Report

Page 2

Trademark Name Case Number Application Number/Date Registration Number/Date Attorney(s) Name Address Due Date(s)

CONFIDENCE

113618-6
Registered
CLASS: 28

12-Jun-1995 269818 02-Oct-1996 JIS
ADR

Renewal Due in 1 Year 12-Dec-2003

Classes: 28
Goods: Golf clubs.

CONFIDENCE

Pending
CLASS: 28

12-Jun-1996 AIP/96/005687 JIS
ADR

Classes: 28
Goods: Golf clubs.

CONFIDENCE

CLASS: 28

Golf clubs, head covers for golf clubs, golf bags, golf gloves

Remarks:

140999: Letter from Spinnerville & Kushon re assignment of mark from BSNW Golfgroup; they wish draft assignment agreement and forward to us.

CONFIDENCE
Korea, South
Country Number:

113618-6
Registered
CLASS: 28

07-Jun-1995 357812 02-Mar-1997 JIS
ADR

Renewal Due in 1 Year 05-Mar-2006

Classes: 28
Goods: Golf clubs.

Stora

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

Page: 3

Trademark Name Status Case Number Application Number/Date Registration Number/Date Attorney(s) Next Action(s) Due Date(s)

CONFIDENCE 113638-7 Pending 96-10725 01-Dec-1990 11510395 08-Jan-1995 JJS Renewal Reminder - 2 Months 08-Apr-2005

Malaysia (Owner: CGI) Class: 28 Golf clubs

Country Number: (Owner: CGI) Class: 28 Golf clubs

CONFIDENCE 113638-7 Registered 08-Jan-1995 11510395 08-Jan-1995 JJS Renewal Reminder - 2 Months 08-Apr-2005

Singapore (Owner: CGI) Class: 28 Golf clubs

Country Number: (Owner: CGI) Class: 28 Golf clubs

Remarks:

Five years of consecutive use required to prevent other parties being able to challenge the mark.

Friday, January 05, 2001

Client: CCI Confidence Golf, Inc.

Client Status Report

Page: 4

Trademark Name: _____ Status: _____ Application Number/Date: _____ Registration Number/Date: _____ Aliquot(s) Next Action(s) _____ Due Date(s) _____

CONFIDENCE 113638-10 M 2181655 JIS VAN 21-Aug-2003

Spain Withdraw 21-Aug-1998 ADI CR

Country Number: _____ Owner: CCI Class: 28 CR

Class: 28 Goods: _____ Class: 28

Remarks: Golf clubs and sporting articles, not covered in other classes.

Remarks: NEW Golfclub filed opposition.

03/09/99: earlier infringing foreign associates to take no further action in this matter.

113638-9 32023 JIS Renewal/Sec 8 Due in 1 Year 01-Apr-2003

Registered 01-Apr-1986 ADI

Owner: CCI CR

Goods: Golf clubs and golf head covers.

Friday, January 04, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

Page: 5

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Alleged(s) Next Action(s)	Due Date(s)
CONFIDENCE	113638-2500001	377314		JIS	
	Pending	25-Dec-1998		ADI	
Thailand	Owner: CGI			CR	
Country Number:	Classes: 28				
	Goods:				
	Class: 28				

Goods: Golf clubs; golf club heads; golf grips; golf bags; golf balls; golf gloves; tees; golf club covers; and golf ball retrievers.

Remarks: Trade Ref. No.: P01021-00004 TMI (202098)

4/20/01 - Per Associate, TMI Appeals Board issued final refusal to register R' 28 marks; check with client.

4/20/01 - Letter sent to client re Appeals Board's refusal to register R' 28 marks; awaiting client instruction.

CONFIDENCE	113638-2500001	377314	TMI00112	JIS	T11-Renewal Due In 6 Mos.	24-Jun-2008
Thailand	Registered	25-Dec-1998	18-Oct-1999	ADI		
Country Number:	Owner: CGI			CR		
	Classes: Intl. 18					
	Goods:					
	Class: 18					
	Underclass(es):					

Remarks: 12/27/01 - Letter sent to client containing original Certificate of Registration, and advising term of registration.

10/18/99: Advised of payment of registration fee with Department of Intellectual Property.

Published in Thailand Trademark Journal
 Trade Ref. No.: P01021-00004 TMI (201798)

Friday, January 04, 2001
Client: CGI Confidence Golf, Inc.

Client Status Report

Page: 6

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s) Next Action(s)	Due Date(s)
CONFERENCE	113638-2500002	377312 25-Dec-1998	78199574 05-Oct-1999	JIS A/DI	21-Dec-2009
Thailand		Owner: KSI		CK	
Country Number:		Classes: Int: 24			
		Goods:			
		Class: 24			
		Goods: Golf.			

Remarks: 1/27/00 - Letter sent to client combining original Certificate of Registration, and advising term of registration.
09/10/99: Letter faxed to Filke & Gibbons authorizing payment of registration fee.

09/10/99: Filke & Gibbons advises registration fee is due
09/22/99 (US\$8,577)
Amended in Thailand Trademark Journal.
Trade Ref. No: P01021-09004 TSI (2018-98)

Friday, January 05, 2001

Client: CCI Confidence Golf, Inc.

Client Status Report

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
CONFIDENCE	112638-2300001	37203	25-Dec-1998		JIS ADI CRK	
Thailand						
Country Number:						

Owner: CCI
 Classes: 25
 Goods:
 Class: 25
 Sport shirts, sweaters, jackets, shoes (golf), hats, caps and visors.

Remarks:
 TRADE REF. NO.: PH102160003 TX1 (2019/98)

1/20/00ppp: Thida here writing Abanaghat (Amour) Co. Ltd. did not file counterstatement in reply to Confidence Golf Inc.'s opposition to their Thai Trademark Application No. 372032. Abanaghat's application has been automatically dismissed from the Trademark Office's record.

Friday, January 05, 2001

Client: CCF Confidence Golf, Inc.

Client Status Report

Page: 8

Trademark Name

CONFIDENCE

United States of America

Country Number:

Case Number
Status

Application
Number/Date

Registration
Number/Date

Attorney(s) Next Action(s)

Due Date(s)

113618-10/06/00
Pending

75734251
23-Jun-1999

JIS
ADI
CR

Awaiting Publication Notice

14-Feb-2001

Owner: CCF

Classes: 18, 24, 25, 28

Goods: Class 18: Puffed leopards and imitations.

Class 24: Towels (golf).

Class 25: (Including not apparel, namely, hats, shirts, tee shirts, wind shirts, slacks, pants, sweaters, shoes (golf), socks, jackets, gators, golf rain pants and rain jackets).

Class 28: Sporting articles, namely, golf club heads, golf club inserts, golf club shafts, hand grips for golf clubs, golf gloves, golf bags, golf balls, golf tees, head covers and bag top covers for golf clubs, golf ball markers, golf ball retrievers, golf bag tags.

US Serial NO.

75/734, 251

US Reg. NO.

2,454,569

US

Friday, January 05, 2001

Client: CCI Confidence Golf, Inc.

Client Status Report

Page: 9

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Alarms/Next Action(s)	Due Date(s)
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CONFIDENCE	1136AS-19	72-Aug-1968	0876-10	LN	Next Renewal/Section B Due 1 Year
		19-Aug-1968	09-Sep-1969	AD	09-Sep-2008

United States of America
 Country Number: 876,440

Owner: CCI
 Classes: 28
 Goods: Club; Bag
 Golf club.
 Remarks:
 Coda Golf, Inc. - Opposed their "TOTAL CONFIDENCE; THE TO GREEN" 2nd Extension Request filed 04/11/99.
 James Lester Cox, Jr. - Opposed "GOLF" "CONFIDENCE" and Design. Coexistence Agreement signed by both parties.

876,440
 Reg #

UJ9

CONFIDENCE (C 18)

1136AS-19

JIS

China

Owner: CCI

ADI

Country Number:

Classes: Intl. 18

CR

Goods: Umbrellas (golf) and sporting bags.
 Remarks: An Opposition was filed against applicant

Pu-Ji-Kang-Ke-Chiang Co. Ltd (Taiwan Co.) for
 CONFIDENCE, application number 878521 in IC 28 on
 10/6/96. On 1/15/97, the PRC Trademark Office issued a
 decision in CCI's favor, by refusing to register applicant's mark.

Friday, January 05, 2001

Client: CGI Confidence Conf. Inc.

Client Status Report

Page: 10

Trademark Name: _____ Status: _____ Application Number/Date: _____ Registration Number/Date: _____ (Attorneys) Next Actions: _____ Due Dates: _____

CONFIDENCE (IC 24)

11363X-20

JJS

Unfiled

ADI

China

Owner: CGI

CR

Priority Number:

Classes: Int. 24

Goods: Towels (gull).

Remarks: An Opposition was filed against applicant

Pu-Ti-Kang-Ke-Chuang Co. Ltd (Taiwan Co.) for

CONFIDENCE, application number 878523 in IC 28 on

10/6/96. On 3/18/99, the USPTO Trademark Office issued a

decision in CGI's favor, by refusing to register applicant's mark.

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

Page: 11

Trademark Name

CONFIDENCE (IC 25)

Case Number

113038-21

Application Number/Date

Registration Number/Date

Applicant's Name (Address)

Date (Date)

Status

JIS
AID1
CR

China
Country Number:

Owner: CGI

Classes: Int. 25

Goods: Clothing, sports shoes, sweaters, gloves, shoes, shoes (golf); soccer balls, cups and kits.

Remarks: An Opposition was filed against applicant Po-Ti-Kong & Clothing Co. Ltd (Taiwan Co.) for CONFIDENCE, application number 878523, in IC 28 on 10/6/96. On 1/18/99, the HK Trademark Office issued a decision in CGI's favor, by refusing to register applicant's mark.

Friday, January 05, 2001

Client: CCI Confidence Golf, Inc.

Client Status Report

Page: 12

TradeMark Name Case Number Application Number/Date Registration Number/Date Attorney(s) Next Action(s) Due Date(s)

CONFIDENCE (CI: 29)

113038-22

9900641347

JJS

China

Published

22-Apr-1999

AID

Country Number:

Owner: CCI

CK

Classes: Int. 25
Goods: Golf clubs, golf club parts, golf tees, golf bags, golf balls, golf gloves, tees, golf club covers, and golf ball retrievers.

Remarks: An Opposition was filed against applicant

Ho-Ti-Kang-Ko-Chuang Co. Ltd (Taiwan Co.) for (CONFIDENCE) application number 878323 in IC 28 on 10/6/96. On 7/18/99, the PICC Trademark Office issued a decision in CCI's favor, by refusing to register applicant's mark.

Friday, January 05, 2001

Client CCI Confluence Golf, Inc.

Client Status Report

Page 13

Trademark Name

CONFERENCE

Case Number

113638-13

Application Number/Date

74/551295
20-Jul-1994

Registration Number/Date

1908667
01-Aug-1995

Alleged(s) Next Action(s)

JIS AIR of Use Due in 6 Mo

Due Date(s)

01-Feb-2001

United States of America
Country Number:

Registered
Designer: CCI
Classes: 29

Goods: Class: 28
Golf clubs.

US serial no.

74/551,295

US Reg. NO

1,908,007

Friday, January 03, 2002

Client: CCI Confidence Golf, Inc.

Client Status Report

Page: 14

Trademark Name

ESP

United States of America

Country Number:

US SERIAL NO.

75/728,739

US Reg. NO.
2,329,937

Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
13618-260002	75-728739 15-Jun-1999	2329937 14-Mar-2000	JIS	Att of Use Due In 1 Year	14-Mar-2005

Registered

Owner: CCI

Classes: 28

Goods:

Class: 28

Sporting articles, namely, golf clubs.

Remarks: -R1200 - Letter to client re Certificate of Registration, Section 8 & 15 and renewal due dates.

09/26/99: Approved for publication.

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

Page: 15

Trademark Name

Class Number
Status

Application
Number/Date

Registration
Number/Date

(Applicant Name Address)

(Due Dates)

ESP EXTRA SENSORY PERCEPTION

116038-2000001

Registered

751324090
21-Oct-1992

1774326
01-Jun-1993

JIS
ADI
CK

First Renew/Sec 9 Due 1 Year

01-Jun-2002

United States of America

Country Number:

Owner: CGI

Classes: 28

Goods: Class : 28

Golf club shafts.

US serial no.

74/324,690

US Reg. no.

1,774,326

Friday, January 05, 2001
Client: CCI Counterforce Golf, Inc.

Client Status Report

Page: 10

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
INDIGO WING	113615-100000-1	75-077725 25-Mar-1996	2038894 18-Feb-1997	JJS CK	Aff of Use Due in 1 Year	18-Feb-2002
United States of America	Owner: CCI					
Country Number:	Classes: 28					
	Goods: Class: 28					
	Goods: Golf clubs					

US serial no.
75/077,725
US Reg. no
2,038,894

MAR 11 '02 10:32AM

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

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Trademark Name
INFERNO
United States of America
Country Number:

Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
113638-11000005	74/334659 21-Oct-1992	1773087 25-May-1993	JIS ADJ CRK	First Ren/Sec 8	Due 1 Year 25-May-2002

Remarks:
Assignment from "Robert J. Williams" to "Confidence Golf, Inc." recorded 08/06/95 in Reel/frame 1764/077J.

US serial no.

74/324,689

US Reg. no.

1,773,087

Friday, January 05, 2001

Client: CCI Confidence Golf, Inc.

Client Status Report

Trademark Name

Case Number: Application Number/Date Registration Number/Date Attorney(s) Next Actions)

Due Dates)

SOLID STATE

United States of America
Country Number:

113038-15 Registered 7/26/8034 2,330,033 JIS
Owner: CCI 26-Aug-1995 14-March-2000 ADI
Classes: 28
Goods: Class: 28 CR
(Golf clubs.

Remarks: 1/18/99 - Per PTO status line, final review complete. PTO has
SOU sent on 10/15/97 and kept the application in limbo until
it was found. Registration Certificate will be sent to Jenkins
& Gilchrist, P.C. which should be forwarded to Peiper.
12/13/96: First Extension of Time to File A Statement of Use
Granted.

US serial no.

74/080,343

US Reg no.

2, 330, 033

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

Page: 19

Trademark Name Status Case Number Application Number/Date Registration Number/Date Attorney(s) Next Action(s) Due Date(s)

TELSTAR and Design Registered 113638-1000006 74231010 18-Dec-1991 1761508 30-Mar-1993 JJS ADI First Ren/Sec 8 Due 1 Year 30-Mar-2002

United States of America
Country Number: (Owner: CGI)
Classes: 28
Goods: (Class: 28)
(Golf club heads.

US serial no. Remarks: 9/28/98: PTO notice of acceptance and acknowledgment of Combined Affidavit issued.

74/231,610 Assignment from "Robert J. Williams" to "Confidence Golf, Inc." recorded 08/01/98 at Reel/Frame 1764/0773.

US Reg. no
1, 761, 508

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

Page: 20

Trademark Name	Class Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
THE FEEL IS IN YOUR HEAD	113635-1000007	75/708043	2353609	JJS	AFI of Use Due in 1 Year	30-May-2005

United States of America Registered 14-May-1999 30-May-2000 AFI CK

Country Number: Owner: CGI Classes: 28

US Serial No. 75/708,043
Includes: Class: 28
Sporting articles, namely, golf clubs.

US Reg. No. 2,353,609

Friday, January 05, 2001

Client: CCI Compliance Golf, Inc.

Client Status Report

Page: 21

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s) Next Action(s)	Due Date(s)
TOUR PLUS	115638-17	73207538 25-Jan-1980	1162102 21-Jul-1981	JJS ADI CK	First Ren/Section & Due & Plus 21-Jan-2001

United States of America

Country Number:

Owner: CCI

Classes: 28

Goods: Class : 28
Golf clubs.

US serial no.

73/247,538

US Reg. no.

1,102,102

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

Page: 22

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action/Date	Due Date(s)
VISA	110618-1000002	7/1/1977	1083671	JJS	Next Renew/Sec 8 Due 1 Year	24-Jan-2007

United States of America

Country Number:

Owner: CGI

Class: 28

Goods:

Class : 28
Golf clubs.

US serial no.

73/133, 304

US reg. no.

1,083,671

Friday, January 05, 2001

Client: CGI Confidence Golf, Inc.

Client Status Report

Page: 23

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s) Next Action(s)	Due Date(s)
ZOOM	113638-11 Registered	74/239241 16-Jan-1992	1775972 08-Jun-1993	JS AD1 CR	08-Jun-2002
United States of America	Owner: CGI				
Country Number:	Classes: 26				
	Goods: Class : 28				
	Golf club shafts.				

US Serial NO.

74/239,241

US Reg. no.

1,775,972

Friday, January 05, 2001
Client: CGI Confidence Golf, Inc.

Client Status Report

Page: 24

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
ZOOBY WIDE BODY and Design	110618-12 Registered	7/19/88/44	1981-68	JIS	Att of Use Due In 1 Year	23-Jan-2001
United States of America	Owner: CGI	17-Mar-1995	23-Jan-1996	ADI		
Country Number:	Classes: 28			CR		
	Goods: Class: 28					
	Club clubs:					

US serial no.
74/648,444

US reg. no
1,951,468