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05-12-1999

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



101035006

COVER SHEET
S ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Tommy Armor Golf Company

MRD 4-23-99

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Change of Address and Substitute Power of Attorney
- Merger
- Change of Name

Execution Date: April 16, 1999

2. Name and address of receiving party(ies)

Name: Kenneth T. Holman

Internal Address: _____

Street Address: 177 West 1500 North

City: Centerville State: Utah ZIP: 84014

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No(s).
74/268,867



Trademark Registration No(s).
1,766,849

04-23-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John R. Thompson, MADSON & METCALF

Internal Address: 900 Gateway Tower West

Street Address: 15 West South Temple

City: Salt Lake City State: UT ZIP: 84101

6. Total number of applications and registrations involved. 1

7. Total fee (37 CFR 3.41) 40.00

- Enclosed
- Authorized to be charged to deposit account (any deficiencies)

8. Deposit account number:

13-0763

(Attach duplicate copy of this page if paying by deposit account)

05/12/1999 BMSUYEN 00000015 1766849

DO NOT USE THIS SPACE

FC:401

40.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John R. Thompson
Name of Person Signing

John R. Thompson
Signature

April 20, 1999
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1895 FRAME: 0759

ASSIGNMENT

WHEREAS, Tommy Armor Golf Company, (hereinafter referred to as "Assignor"), a corporation of the State of Delaware, having a principal office at 8530 North Lehigh Avenue, Morton Grove, Illinois 60053, has adopted, used, and is using and is the owner of all right, title, and interest in and to the trademark GREAT SCOT (hereinafter referred to as the "mark"), which was registered in the United States Patent and Trademark Office as Registration No. 1,766,849 on April 20, 1993; and

WHEREAS, Kenneth T. Holman, an individual residing at 177 West 1500 North, Centerville, Utah 84014 is desirous of acquiring the entire right, title, and interest in and to the mark and the registration thereof;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE the entire right, title, and interest in and to the mark and the above-identified registration thereof, together with the goodwill of the business symbolized by and associated with the mark.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to register trademarks, to issue any and all certificates of registration of the mark to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

This Assignment and Agreement shall be binding upon my heirs and legal representatives.

Tear Drop Golf, a Delaware corporation, having a principal place of business at 8350 N. Lehigh Avenue, Morton Grove, Illinois 60053 is a predecessor in interest of the mark GREAT SCOT. Attached as Exhibit A is an assignment by Tear Drop Golf to Kenneth Holman of the entire right, title and interest in and to the mark GREAT SCOT and the above-identified registration thereof together with the good will of the business symbolized by and associated with the mark.

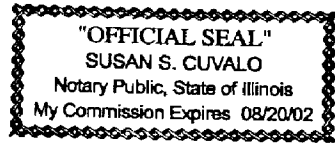
The present agreement completes the Assignment of the mark GREAT SCOT to assignee.

Joseph A. Cioni
Joseph A. Cioni
Vice President and Chief Financial Officer
Tommy Armor Golf Company

STATE OF ILLINOIS)
 : SS.
COUNTY OF COOK)

On April 16, 1999, before me personally appeared Joseph A. Cioni, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.

Susan S. Cuvalo
NOTARY PUBLIC
Residing at _____



My Commission Expires:
8/20/02

EXHIBIT A

ASSIGNMENT OF MARK

THIS AGREEMENT is made between Tear Drop Golf, a Delaware
corporation having a principal place of business at 8350 N. Lehigh Avenue
Morton Grove, IL 60053

_____ (hereinafter "Assignor") and Kenneth T. Holman having a principal place of residence at
177 West 1500 North, Centerville, Utah, 84014 (hereinafter "Assignee").

WHEREAS, Assignor has adopted, used, and is using and is the owner of all right,
title, and interest to the mark GREAT SCOT having a U.S. Registration No. 1,766,849
(hereinafter referred to as the "Mark"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and
to the Mark therefor.

NOW, THEREFORE, in consideration of the grants, covenants, and agreements
hereinafter contained, each one apart from the other, the parties hereto covenant and mutually
agree as follows:

1. Warranty

1.1 Assignor warrants that it owns the Mark and has the right and power to enter into
this Agreement and to assign and transfer all rights in the Mark to Assignee.

1.2 Assignor warrants that it has not heretofore entered into any contract in conflict
with this Agreement and has not sold, granted, assigned or transferred to any third party any
right, license or privilege relating to the Mark.

1.3 Assignor warrants that it knows of no marks which would be infringed or violated
by the use of the Mark.

2. Assignment

2.1 The Assignor hereby assigns to the Assignee the entire right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by and associated with the Mark.

2.2 The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to register trademarks and service marks, to issue any and all certificates of registration for the Mark to the Assignee as the owner of the entire interest, for the sole use and benefit of said Assignee, its successors, assigns and legal representatives.

3. Payments

3.1 The Assignee agrees to pay Assignor five thousand dollars (\$5,000).

3.2 In addition to the payment allocated in paragraph 3.1, the Assignee further agrees to purchase twenty-five thousand dollars (\$25,000) of Assignor's merchandise over the course of five years from the execution date of this Agreement. To satisfy the twenty-five thousand dollar purchase requirement, Assignee agrees to purchase a minimum of five thousand dollars (\$5000) of merchandise during each one of the five years.

4. License

4.1 The Assignor has indicated that it may desire to use the Mark on or in conjunction with golf club products at some future date. The Assignee acknowledges Assignor's possible desire and hereby agrees to enter into a non-exclusive license agreement with the Assignor for the Mark for the limited use on or in conjunction with golf club products provided that Assignor gives Assignee a written notice of its desire and the terms and conditions of the non-

CERTIFICATE OF MAILING

I hereby certify that this correspondence 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, Virginia 22202-3513, on April 20, 1999.

John R. Thompson
Attorney for Applicant

TRADEMARK APPLICATION

Docket No.: 2332.5.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

| | | |
|-------------|-------------------|--------------|
| Assignee: | Kenneth T. Holman |) |
| | |) |
| Serial No.: | 74/268,867 |) Trademark |
| | |) Law Office |
| Filed: | April 24, 192 |) 108 |
| | |) |
| Mark: | GREAT SCOT |) |

CHANGE OF ADDRESS AND
SUBSTITUTE POWER OF ATTORNEY

ASSISTANT COMMISSIONER
FOR TRADEMARKS
2900 Crystal Drive
Arlington, Virginia 22202-3513

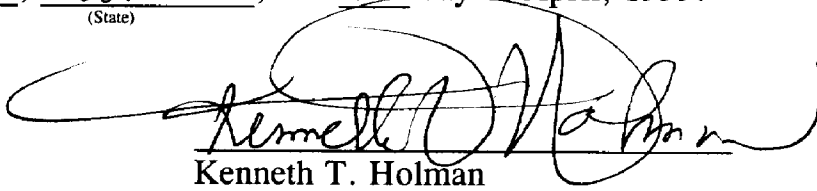
Kenneth Holman, owner of the above-identified application, hereby appoints Craig J. Madson, L. Craig Metcalf, Evan R. Witt, A. John Pate, Gary D.E. Pierce, David B. Fonda, John R. Thompson, Brian C. Kunzler, Barton W. Giddings, and Hal D. Baird, attorneys at law, with offices at 900 Gateway Tower West, 15 West South Temple, Salt Lake City, Utah 84101, as its attorneys, with full power of substitution and revocation, to prosecute said application, to receive Certificate of Registration, to file Section 8 and 15 Affidavits of Use, to receive the Certificate of Renewal, and to transact all business in the Patent and Trademark

Office connected therewith. All correspondence and telephonic communications should be directed to:

Craig J. Madson
MADSON & METCALF
900 Gateway Tower West
15 West South Temple
Salt Lake City, Utah 84101
Telephone: (801) 537-1700

All previous powers of attorney are hereby revoked.

Signed at SIC, UT, this 20 day of April, 1999.
(City) (State)


Kenneth T. Holman