

Form PTO-1594

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Never Compromise, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Roger Cleveland Golf Company, Inc.

Internal

Address: _____

Street Address: 5630 Cerritos Avenue

City: Cypress State: CA Zip: 90630

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: June 18, 2003

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

A. Trademark Application No.(s)

See attached Annex A.

B. Trademark Registration No.(s)

See attached Annex A.

Additional number(s) attached Yes No

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

Name: Roger W. Parkhurst

Internal Address: PARKHURST & WENDEL, L.L.P.

Suite 210

Street Address: 1421 Prince Street

City: Alexandria State: VA Zip: 22314

6. Total number of applications and registrations involved: _____

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

160331

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

DO NOT USE THIS SPACE

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.

Roger W. Parkhurst

Name of Person Signing

Signature

September 8, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$365.00 160331 75443521

Annex A**U.S. Trademark Registrations & Applications****2,576,397****2,276,667****2,192,848****75/443,521****2,334,133****2,615,604****2,377,863****76/210,705****76/402,819****2,284,775****2,286,233****75/496,664****75/283,687****78/160,950**

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Trademark Assignment") is made as of June 13, 2003, by NEVER COMPROMISE, INC., a California corporation ("Assignor"), in favor of ROGER CLEVELAND GOLF COMPANY, INC., a California corporation ("Assignee").

RECITALS

A. Assignor and Assignee are parties to an Asset Purchase Agreement dated as of June 13, 2003 (the "Asset Purchase Agreement").

B. This Trademark Assignment is made and entered into pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with and in favor of Assignee as follows:

1. Assignment. Assignor hereby assigns, transfers, sets over and delivers to Assignee, free and clear of all Liens (as defined in the Asset Purchase Agreement), Assignor's entire right, title, interest, privileges, powers and benefits, for the United States and all foreign countries, in and to any and all trademarks, service marks, logos and other marks, including, without limitation, the trademarks listed on the attached Annex A, together with all goodwill associated with such trademarks, which assignment is made in connection with Assignee's acquisition of Assignor's business, and all goodwill associated therewith, pursuant to the Asset Purchase Agreement.

2. No Prior Assignments. Assignor hereby represents and warrants to, and covenants with, Assignee that Assignor is the sole owner of all right, title and interest in and to the rights and property herein conveyed, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that Assignor has full right to convey the same as herein provided.

3. Governing Law. This Trademark Assignment shall be governed by, and interpreted in accordance with, the laws of the State of California, as applicable to contracts executed and to be performed entirely within the State of California.

4. Attorneys' Fees. The prevailing party in any action or proceeding between the parties arising out of or relating to this Trademark Assignment shall be entitled to recover from the other party all fees and expenses, including reasonable attorneys' fees, incurred in connection with any such action or proceeding, including any appeal.

5. Binding Effect. This Trademark Assignment shall be binding upon Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.

6. Further Actions. Assignor agrees to take such further actions, and execute and deliver such further documents, as Assignee may consider necessary or convenient to fully effect and implement the transactions contemplated by this Trademark Assignment.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

NEVER COMPROMISE, INC.,
a California corporation

By: Brian Pond

Name: BRIAN POND

Title: CEO

**ANNEX A
TO
ASSIGNMENT OF TRADEMARKS**

List of Trademarks

1. BLACK/GRAY/BLACK, U.S. Registration No. 2576397, Registered June 4, 2002
2. BLACK/GRAY/BLACK, P.R.C. Registration No. 1529075, Registered February 8, 2001
3. BLACK/GRAY/BLACK Taiwan Registration No. 923288, Registered January 1, 2001
4. GRAY MATTER, U.S. Registration No. 2276667, Registered September 7, 1999
5. GRAY MATTER, P.R.C. Registration No. 1529076, Registered February 28, 2001
6. GRAY MATTER, Taiwan Registration No. 923289, Registered January 1, 2001
7. GRAY MATTER, South Korean Registration No. 40485607, Registered January 15, 2001
8. NEVER COMPROMISE, U.S. Registration No. 2192848, Registered September 29, 1998
9. NEVER COMPROMISE, P.R.C. Registration No. 1529396, Registered February 28, 2001
10. NEVER COMPROMISE, P.R.C. Registration No. 1529074, Registered February 28, 2001
11. NEVER COMPROMISE, Canadian Registration No. TMA504,412 (Serial No. 856081), Registered November 20, 1998
12. NEVER COMPROMISE, European Union Serial No. 642983, Filed September 15, 1997
13. NEVER COMPROMISE, Japanese Serial No. 9159742, file date unknown
14. NEVER COMPROMISE, South Korean Serial No. 40200057696, Filed October 1, 1999
15. NEVER COMPROMISE, South Korean Registration No. 40506797, Registered November 16, 2001
16. NEVER COMPROMISE, Taiwan Registration No. 943927, Registered June 1, 2001
17. NEVER COMPROMISE, Taiwan Registration No. 893654, Registered June 1, 2001

18. TRISECTOR, U.S. Serial No. 75/443,521, Filed February 19, 1998
19. Design Only Trademark, U.S. Registration No. 2334133, Registered March 28, 2000
20. Design Only Trademark, U.S. Registration No. 2615604 (Serial No. 75/284,677), Filed April 29, 1997
21. Design Only Trademark, U.S. Registration No. 2377863, Registered August 15, 2000
22. Design Only Trademark, U.S. Serial No. 76/210,705, Filed January 18, 2001
23. Design Only Trademark, U.S. Serial No. 76/402,819, Filed May 1, 2002
24. Design Only Trademark, U.S. Registration No. 2284775 (Serial No. 75/443,523), Filed March 3, 1998
25. Design Only Trademark, U.S. Registration No. 2286233 (Serial No. 75/343,947), Filed August 20, 1997
26. Design Only Trademark, U.S. Serial No. 75/496,664, Filed June 5, 1998
27. Design Only Trademark, Australian Serial No. 754331, Filed February 3, 1998
28. Design Only Trademark, Canadian Registration No. TMA526593, Registered April 14, 2000
29. Design Only Trademark, P.R.C. Registration No. 1298155, Registered July 28, 1999
30. Design Only Trademark, P.R.C. Registration No. 1315943, Registered September 21, 1999
31. Design Only Trademark, European Union Registration No. 000740720, Registered January 29, 1999
32. Design Only Trademark, Hong Kong Registration No. 11113/99, Registered August 20, 1997
33. Design Only Trademark, Hong Kong Registration No. 11152/99, Registered August 20, 1997
34. Design Only Trademark, Japanese Registration No. 4267591 (Serial No. 109192), Registered April 30, 1999
35. Design Only Trademark, South Korean Serial No. 984633, Filed February 20, 1998
36. Design Only Trademark, South Korean Registration No. 443009 (Serial No. 984634), Registered March 2, 1999

- 37. Design Only Trademark, Taiwan Registration No. 888310, Registered April 1, 2000
- 38. Design Only Trademark, Taiwan Registration No. 8844301, Registered March 16, 1999
- 39. DOMINO, U.S. Serial No. 75/283,687, Filed April 29, 1997
- 40. STUBBY, U.S. Serial No. 78/160,950, Filed September 5, 2002
- 41. TRANS MATTER
- 42. TDP
- 43. SUB 30
- 44. Z1
- 45. WEDGES