

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/26/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liebert-Toski LLC		04/16/2007	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Toski Golf LLC
Street Address:	5780 Zarley Street
City:	New Albany
State/Country:	OHIO
Postal Code:	43054
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2453584	TOSKI
Registration Number:	2500670	TOSKI GOLF

CORRESPONDENCE DATA

Fax Number: (937)449-6405
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 937-449-6400
 Email: sherrie.hilty@dinslaw.com
 Correspondent Name: Kimberly Gambrel, Dinsmore & Shohl, LLP
 Address Line 1: One South Main Street, One Dayton Centre
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 Address Line 4: Dayton, OHIO 45402-2023

ATTORNEY DOCKET NUMBER:	MAL0230TA/40480.273
NAME OF SUBMITTER:	Kimberly Gambrel

OP \$65.00 2453584

Signature:

/Kimberly Gambrel/

Date:

04/23/2007

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT made by and between Liebert-Toski LLC ("Assignor"), a corporation organized, now dissolved, under the laws of the state of Ohio; Toski Golf LLC, a corporation organized and existing under the laws of the state of Ohio, having an address at 5780 Zarley St., New Albany, Ohio 43054, ("Assignee"); and Golf Galaxy Golfworks, Inc., a corporation organized and existing under the laws of the state of Ohio, having a place of business at 4820 Jacksontown Rd., Newark, Ohio 43055 (hereinafter referred to as "GGG"), shall be effective, *nunc pro tunc*, as of the 26th of November 2001.

WHEREAS, Assignor has been the record owner of U.S. Trademark Reg. No. 2,453,584, for TOSKI GOLF (amended December 18, 2006, to TOSKI), for golf clothes, namely, shirts, sweatshirts, sweaters, vests, jackets, blouses, pants, shorts, visors and hats (amended December 12, 2006, to golf clothes, namely hats); and U.S. Trademark Reg. No. 2,500,670, for TOSKI GOLF, for golf clubs, heads, shafts, grips, balls and bags (hereinafter referred to collectively as "the Registrations"); and

WHEREAS, Assignee acceded to all of the rights of Assignor to the Registrations and the marks shown therein, on November 26, 2001, and Assignor dissolved effective December 31, 2001; and

WHEREAS, Assignee assigned the Registrations and the marks shown therein to Ralph Maltby Enterprises, Inc., GGG's predecessor in interest, by an agreement dated October 16, 2002, and recorded at Reel/Frame No. 2926/0554, of the Assignment Division of the U.S. Patent and Trademark Office; and

WHEREAS, through inadvertence, an assignment of the aforementioned marks and Registrations from Assignor to Assignee was not recorded with the Assignment Division of the U.S. Patent and Trademark Office, and the parties hereto wish to correct the chain of title to the Registrations, to reflect that GGG is the true owner of the Registrations and the marks shown therein;

NOW THEREFORE, Assignor hereby confirms that the Registrations and the marks shown therein were assigned by Assignor to Assignee, effective November 26, 2001, and, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns the Registrations and the marks shown therein to Assignee, *nunc pro tunc* November 26, 2001. Assignee hereby acknowledges that this assignment serves to correct the chain of title, vesting in GGG, as successor in interest to Ralph Maltby Enterprises, Inc., the entire right, title and interest in and to the Registrations and the marks shown therein, and in and to the goodwill of the business to which the marks pertain and in connection with which the marks have been used, and all rights and privileges pertaining to the marks, including the right to sue and recover for past infringements, said assignment having been effective as of October 16, 2002.

Assignor and Assignee agree that they shall render all reasonable assistance to GGG, and will, from time to time, execute all instruments and documents necessary to maintain, preserve or protect the marks and the Registrations, and to perfect the record title of GGG in and to the marks.

IN WITNESS WHEREOF, Assignor and Assignee, their duly authorized representative, has caused this Assignment to be executed below.

Robert A. Liebert

Robert A. Liebert, as Agent for Liebert-Toski LLC and Toski Golf, LLC

Date 4-16-07

State of Ohio :
: SS
County of Franklin :

Subscribed and sworn to before me this 16th day of April, 2007.

Gail L. Zura
Notary Public
In and for the State of Ohio
My Commission Expires
09-22-07



TRADEMARK