

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Credit Suisse, Cayman Islands Branch as Second Lien Agent	06/29/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Law Debenture Trust Company of New York
<b>Street Address:</b>	400 Madison Avenue, 4th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>PROPERTY NUMBERS Total: 33</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11003263
Patent Number:	D507815
Patent Number:	D466575
Patent Number:	D411273
Patent Number:	D370517
Patent Number:	7255652
Patent Number:	7115045
Patent Number:	6984179
Patent Number:	6893596
Patent Number:	6845552
Patent Number:	6695711
Patent Number:	6203447
Patent Number:	6134937
Patent Number:	6729970
Patent Number:	5952580

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Patent Number:	5943758
Patent Number:	5882268
Patent Number:	5863260
Patent Number:	5857921
Patent Number:	5810676
Patent Number:	5762352
Patent Number:	5634860
Patent Number:	5533386
Patent Number:	5520049
Patent Number:	5040279
Patent Number:	5993328
Patent Number:	5646345
Patent Number:	5607364
Patent Number:	5515615
Patent Number:	5989133
Patent Number:	5984804
Patent Number:	5951410
Patent Number:	5743811

**CORRESPONDENCE DATA**

Fax Number: (949)475-4754  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-351-2373  
Email: tsica@gibsondunn.com  
Correspondent Name: Theodore C. Sica  
Address Line 1: 200 Park Avenue  
Address Line 4: New York, NEW YORK 10166

**ATTORNEY DOCKET NUMBER:** 18300-00207

**NAME OF SUBMITTER:** Theodore C. Sica

**Total Attachments: 12**  
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement"), dated as of June 29, 2009, by and among CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as resigned collateral agent (in such capacity, "CS" or the "Resigned Collateral Agent"), LAW DEBENTURE TRUST COMPANY OF NEW YORK, as successor collateral agent (in such capacity, "Law Debenture" or the "Successor Collateral Agent"), True Temper Sports, Inc., a Delaware corporation (the "Borrower"), and True Temper Corporation, a Delaware corporation ("Holdings").

Reference is made to (a) that certain Second Lien Guarantee and Collateral Agreement, dated as of January 22, 2007 (as heretofore amended, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among Borrower, Holdings, and the other Guarantors listed in the signature pages thereto (together with the Borrower and Holdings, the "Grantors") and CS, as Collateral Agent (in such capacity, the "Collateral Agent"); and (b)(i) that certain Second Lien Intellectual Property Security Agreement, dated as of January 22, 2007, by and between the Borrower and Collateral Agent, (ii) that certain Second Lien Intellectual Property Security Agreement (First Supplemental Filing), dated as of March 31, 2009, by and among the Borrower, Holdings and Collateral Agent, and (iii) that certain Second Lien Intellectual Property Security Agreement (Second Supplemental Filing), dated as of April 9, 2009, by and among the Borrower, Holdings and Collateral Agent (the agreements listed in items (b)(i) through (iii) hereof, collectively, the "Intellectual Property Security Agreements").

Capitalized terms not otherwise defined herein have the respective meanings ascribed thereto in the Security Agreement, the Intellectual Property Security Agreements or the Resignation and Appointment Agreement (defined below), as applicable.

WHEREAS, pursuant to the Security Agreement, Borrower and Holdings were required to execute and deliver the Intellectual Property Security Agreements (as further described in the following recitals);

WHEREAS, pursuant to the Second Lien Intellectual Property Security Agreement dated January 22, 2007 and as now recorded with the U.S. Patent and Trademark Office, the Borrower granted to the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks, Patents, Copyrights and Trade Secrets listed on Schedule I attached hereto, and all other Intellectual Property and proceeds of any and all of the foregoing (other than Excluded Assets);

WHEREAS, pursuant to the Second Lien Intellectual Property Security Agreement (First Supplemental Filing) dated March 31, 2009 and as now recorded with the U.S. Patent and Trademark Office, the Borrower and Holdings granted to the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the

Trademarks listed on Schedule II attached hereto, and all Trademark Licenses and all proceeds of any and all of the foregoing (other than Excluded Assets);

WHEREAS, pursuant to the Second Lien Intellectual Property Security Agreement (Second Supplemental Filing) dated April 9, 2009 and as now recorded with the U.S. Patent and Trademark Office, the Borrower and Holdings granted to the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Patents listed on Schedule III attached hereto, and all Patent Licenses and all proceeds of any and all of the foregoing (other than Excluded Assets);

WHEREAS, on March 11, 2009, Resigned Collateral Agent provided notice to the Lenders and Borrower of its resignation as Administrative Agent and Collateral Agent pursuant to and in accordance with Article VIII of the Credit Agreement, and pursuant to that certain Letter Agreement RE: Replacement of Agents Under Second Lien Credit Agreement, dated as of April 9, 2009 (the "Resignation and Appointment Agreement"), the Lenders appointed the Successor Collateral Agent as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Loan Documents, including, without limitation, the Intellectual Property Security Agreements.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agree as follows:

CS hereby irrevocably assigns to Law Debenture without recourse, and Law Debenture hereby assumes from CS, all of CS's rights, powers, discretion, privileges, duties and obligations under the Intellectual Property Security Agreements as of the Effective Date (as defined below).

From and after the Effective Date (as defined below), (a) Law Debenture shall be a party to the Intellectual Property Security Agreements and, to the extent provided in this Assignment and Assumption Agreement, have the rights, powers, discretion, privileges, duties and obligations of the "Administrative Agent" thereunder and shall be bound by the provisions thereof and (b) CS shall, to the extent provided in this Assignment and Assumption Agreement, relinquish its rights, powers, discretion and privileges and be released from its duties and obligations under the Intellectual Property Security Agreements.

This Assignment and Assumption Agreement shall be effective upon execution by all of the parties hereto (the "Effective Date"). Following the execution of this Assignment and Assumption Agreement, it will be delivered to Law Debenture for recording by Law Debenture pursuant to the Security Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office and the United States Copyright Office.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principals.

This Assignment and Assumption Agreement may be executed in any number of counterparts and by different parties hereto 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 page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

**LAW DEBENTURE TRUST COMPANY OF  
NEW YORK,**

as collateral agent (the "Successor Collateral Agent")

By: \_\_\_\_\_

Name:

**James D. Heaney**

Title:

**Managing Director**

**CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH**

as collateral agent (the "Resigned Collateral Agent")

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

**LAW DEBENTURE TRUST COMPANY OF  
NEW YORK,**

as collateral agent (the "Successor Collateral Agent")

By: \_\_\_\_\_

Name:

Title:


**CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH**

as collateral agent (the "Resigned Collateral Agent")

By:  \_\_\_\_\_

Name: Bryan J. Matthews

Title: Director

By:  \_\_\_\_\_

Name: Graham Lawrence

Title: Vice President




**AGREED AND ACKNOWLEDGED**

**TRUE TEMPER SPORTS, INC.**

By:   
Name: Jason Jenne  
Date:

**TRUE TEMPER CORPORATION**

By:   
Name: Jason Jenne  
Date:

SCHEDULE I  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

PATENTS AND PATENT APPLICATIONS

<b>Patent No./ Application No.</b>	<b>Title</b>	<b>Issue Date/ Filing Date</b>	<b>Status</b>
US20050091819	Hydroformed metallic golf club shafts and method therefore	12/3/04	Pending
D507,815	Golf club shaft	7/26/05	Issued
D466,575	Golf club shaft	12/3/02	Issued
D411,273	Golf club shaft	6/22/99	Issued
D370,517	Golf device	6/4/96	Issued
7,255,652	Lightweight, durable golf club shafts	8/14/07	Issued
7,115,045	Hybrid gold club shaft set	10/3/06	Issued
6,984,179	Golf club shafts having variable taper lengths	1/10/06	Issued
6,893,596	Method of forming a one piece hockey stick	5/17/05	Issued
6,845,552	Method of preparing hydroformed metallic golf club shafts	1/25/05	Issued
6,695,711	Hydroformed metallic golf club shafts and method therefore	2/24/04	Issued
6,203,447	Bonding apparatus for modular shafts	3/20/01	Issued
6,134,937	Golf club and shaft therefor and method of making same	10/24/00	Issued
6,729,970	Hybrid golf club shaft set	5/4/04	Issued
5,952,580	Apparatus and method for producing shafts having preselected lengths and flexural properties	9/14/99	Issued
5,943,758	Fabrication of a hollow composite-material shaft having an integral collar	8/31/99	Issued
5,882,268	Golf club and shaft therefor	3/16/99	Issued
5,863,260	Device-coupled assembly and device used therewith	1/26/99	Issued
5,857,921	Golf club shafts	1/12/99	Issued
5,810,676	Lightweight shaft	9/22/98	Issued
5,762,352	Bicycle fork having a fiber reinforced steerer tube and fiber reinforced crown and blades and	6/9/98	Issued

	method of making same		
5,634,860	Golf club and shaft therefor	6/3/97	Issued
5,533,386	Methods of using an acceleration responsive device	7/9/96	Issued
5,520,049	Acceleration responsive device	5/28/96	Issued
5,040,279	Method for producing frequency matched sets of composite golf club shafts	8/20/91	Issued
5,993,328	Golf club shaft	11/30/99	Issued
5,646,345	Acceleration responsive device	7/8/97	Issued
5,607,364	Polymer damped tubular shafts	3/4/97	Issued
5,515,615	Methods of and device for measuring the curvature of an object	5/14/96	Issued
5,989,133	Golf club and shaft therefor and method of making same	11/23/99	Issued
5,984,804	Lightweight shaft and methods of making same	11/16/99	Issued
5,951,410	Apparatus for obtaining compound bending data of a golf club	9/14/99	Issued
5,743,811	Lightweight shaft	4/28/98	Issued

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Serial No./Registration No.	Status
ALPHA Q	2997316	Registered
ALPHA Q	2933160	Registered
BLACK GOLD	1643717	Registered
BLUE	2978655	Registered
CENTURY	1089805	Registered
COMET	0980306	Registered
Design Mark	1490102	Registered
DIAMOND RIFLE	2673083	Registered
DYNALITE	562535	Registered
DYNALITE GOLD	1828401	Registered
DYNAMIC	2133627	Registered
DYNAMIC GOLD	1298940	Registered
DYNAMIC LITE	1833938	Registered
EI-70	2752027	Registered
EI-70	1676902	Registered
ELIOS	3072061	Registered
EXTRALITE	2938966	Registered
F-115	3197392	Registered

FCM	1864315	Registered
FIBREMATCH	1609922	Registered
FLEX DISTRIBUTION TECHNOLOGY	2378266	Registered
FLIGHTED	2955707	Registered
FM	1822954	Registered
FM PRECISION	2320724	Registered
FM PRECISION GOLF	2373538	Registered
GOLD PLUS	1558189	Registered
GRAFALLOY	1209860	Registered
HOW FAST WILL YOU GO TODAY?	3146367	Registered
MICROTAPER	1362185	Registered
NDI	2843569	Registered
PHOENIX	1161106	Registered
PRECISION	2303575	Registered
PRECISION	2731681	Registered
PRECISION LITE	1320963	Registered
PRECISION SABER	3177664	Registered
PRECISION SUPER LITE	2798308	Registered
PRECISION TECHNOLOGY	2632654	Registered
PRECISIONFM	2931670	Registered
PRO FIT	666819	Registered
PROCUSTOM	2928924	Registered
PROJECT X	2722458	Registered
PROLOGIC	2805138	Registered
PROPEL	1120104	Registered
PROTAPER	1117364	Registered
RELEASE	2936315	Registered
RIFLE	2017291	Registered
RIFLE AIRLITE	2830857	Registered
RIFLE FLIGHTED	2313814	Registered
RIFLE FLIGHTED LITE	3106280	Registered
RIFLE LITE	2173887	Registered
ROCKET	2734981	Registered
SABER TOUR VECTOR	2974476	Registered
SENIOR CLASSIC	1754028	Registered
SENSICORE	2048292	Registered
SHAFT LAB	2182736	Registered

SPEED-STEP	2793945	Registered
SPINNER WEDGE	2508169	Registered
THE SHAFT COMPANY	2209841	Registered
TOUR CONCEPT	2885151	Registered
TOUR FLIGHTED	2958235	Registered
TPR	2719200	Registered
TRI GOLD	2613789	Registered
TRUE TEMPER	2210958	Registered
TRUE TEMPER	1897044	Registered
TRUE TEMPER	0258244	Registered
TRUE TEMPER	0239511	Registered
TRUE TEMPER	1058338	Registered
TRUELITE	2056105	Registered
TT	0708047	Registered
TT LITE	1173464	Registered
TX TECHNOLOGY	3034316	Registered
TX TOUR	2993296	Registered
TX-90	3003718	Registered
WORLD LEADER IN GOLF SHAFT TECHNOLOGY	2265816	Registered
XROC	3077529	Registered

SCHEDULE II  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

<b>Trademark</b>	<b>Serial No./Registration No.</b>	<b>Status</b>
CARBON ROOTING TECHNOLOGY CRT	3253307	Registered
FREQUENCY TUNED	3231818	Registered
GS75	3360836	Registered
M80	3230929	Registered
NANO FUSE	3374084	Registered
NF N A N O F U S E	3399761	Registered
PROLITE	3343199	Registered

SCHEDULE III  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

<b>Patent No.</b>	<b>Title</b>	<b>Issue Date/ Filing Date</b>	<b>Status</b>
5,993,328	Golf Club Shaft	11-30-1999	Issued

# 1653243