PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
True Temper Sports, Inc.	07/26/2012

RECEIVING PARTY DATA

Name:	Regions Bank, as Administrative Agent
Street Address:	1180 West Peachtree Street, NW
Internal Address:	Suite 1000, Attn: Christine M. Ferrise
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309

PROPERTY NUMBERS Total: 33

Property Type	Number
Patent Number:	5515615
Patent Number:	5607364
Patent Number:	5634860
Patent Number:	5646345
Patent Number:	5743811
Patent Number:	5762352
Patent Number:	5810676
Patent Number:	5857921
Patent Number:	5863260
Patent Number:	5882268
Patent Number:	5943758
Patent Number:	5984804
Patent Number:	5989133
Patent Number:	5993328
	PATENT

REEL: 028652 FRAME: 0326

Patent Number:	6134937
Patent Number:	6203447
Patent Number:	6695711
Patent Number:	6729970
Patent Number:	6845552
Patent Number:	6893596
Patent Number:	6984179
Patent Number:	7115045
Patent Number:	7255652
Patent Number:	7520829
Patent Number:	7749114
Patent Number:	D411273
Patent Number:	D466575
Patent Number:	D507815
Application Number:	29413211
Application Number:	12940565
Application Number:	12940612
Application Number:	12940655
Application Number:	13287821

CORRESPONDENCE DATA

Fax Number: 4045818330 **Phone**: 404-581-8275

Email: srbrown@jonesday.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Sidney R. Brown, Jones Day Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	397168-600077
NAME OF SUBMITTER:	Sidney R. Brown

Total Attachments: 6

source=Regions True Temper Sports Patent Security Agreement#page1.tif source=Regions True Temper Sports Patent Security Agreement#page2.tif source=Regions True Temper Sports Patent Security Agreement#page3.tif source=Regions True Temper Sports Patent Security Agreement#page4.tif source=Regions True Temper Sports Patent Security Agreement#page5.tif

source=Regions True Temper Sports Patent Security Agreement#page6.tif

THIS PATENT SECURITY AGREEMENT, dated as of July 26, 2012, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Regions Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>") for the Secured Parties (as defined in the Credit and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Security Agreement, dated as of July 26, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit and Security Agreement"), among the Borrower, the Guarantors party thereto, the Lenders from time to time party thereto, and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has guaranteed the Obligations of the Borrower and all of the Grantors are required to execute and deliver this Patent Security Agreement pursuant to the Credit and Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit and Security Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Credit and Security Agreement.
- Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):
- (a) all of its Patents and applications therefor, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the

Administrative Agent pursuant to the Credit and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

<u>Section 4.</u> <u>Grantor Remains Liable.</u> Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and licenses subject to a security interest hereunder.

<u>Section 5.</u> <u>Counterparts.</u> This Patent Security Agreement may be executed in any number of counterparts and by different parties 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.

<u>Section 6.</u> <u>Governing Law.</u> This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

True Temper Sports, Inc. as Grantor

Name:

Joseph Lyons

Title:

Vice President

Signature Page to Patent Security Agreement

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

Patent Registrations

U.S. Issued Patents

Title	Patent No.	Issue Date
Methods Of And Device For Measuring The Curvature Of An Object	5515615	05/14/1996
Polymer Damped Tubular Shafts	5607364	03/04/1997
Golf Club And Shaft Therefor	5634860	06/03/1997
Acceleration Responsive Device	5646345	07/08/1997
Lightweight Shaft	5743811	04/28/1998
Bicycle Fork Having A Fiber Reinforced Steerer Tube And Fiber Reinforced Crown And Blades And Method Of Making Same	5762352	06/09/1998
Lightweight Shaft	5810676	09/22/1998
Golf Club Shafts	5857921	01/12/1999
Device-Coupled Assembly And Device Used Therewith	5863260	01/26/1999
Golf Club And Shaft Therefor	5882268	03/16/1999
Fabrication Of A Hollow Composite- Material Shaft Having An Integral Collar	5943758	08/31/1999
Lightweight Shaft And Methods Of Making Same	5984804	11/16/1999
Golf Club And Shaft Therefor And Method Of Making Same	5989133	11/23/1999
Golf Club Shaft	5993328	11/30/1999
Method of Making A Golf Shaft	6134937	10/24/2000
Bonding Apparatus For Modular Shafts	6203447	03/20/2001
Hydroformed Metallic Golf Club Shafts And Method Therefore	6695711	02/24/2004
Hybrid Golf Club Shaft Set	6729970	05/04/2004
Method Of Preparing Hydroformed Metallic Golf Club Shafts	6845552	01/25/2005
Method Of Forming A One Piece Hockey Stick	6893596	05/17/2005
Golf Club Shafts Having Variable Taper Lengths	6984179	01/10/2006

1

Hybrid Golf Club Shaft Set	7115045	10/03/2006
Lightweight, Durable Golf Club Shafts	7255652	08/14/2007
Hockey Stick	7520829	04/21/2009
Composite Bat	7749114	07/06/2010
Golf Club Shaft	D411273	06/22/1999
Golf Club Shaft	D466575	12/03/2002
Golf Club Shaft	D507815	07/26/2005

U.S. Pending Applications

Title	Application No.	Filing Date
Golf Club Shaft	29/413211	02/13/2012
Golf Shaft With Roughened Surface	12/940565	11/05/2010
Bat With Internal Core Member	12/940612	11/05/2010
Bat With Handle Having Internal Core Member And Method Of Making Same	12/940655	11/05/2010
Hockey Stick Blade With Resiliently Compressible Core Member	13/287821	11/02/2011