

09-09-1998

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FORM PTO-1584 (Rev. 6-83) OMB No. 0651-0011 (exp. 4/94)



COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

100824519

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

1. Name of conveying party(ies):

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other a national banking association

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

2. Name and address of receiving party(ies)

Name: ASHWORTH, INC.

Internal Address:

Street Address: 2791 Loker Avenue West

City: Carlsbad State: CA ZIP: 92008

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware Corporation, 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 Release of Security Agreement - Trademarks

Execution Date: May 29, 1998

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

A. Trademark Application No.(s) 74/628558

B. Trademark Registration No.(s) 1,938,133 1,938,132 1,940,723 1,621,300 1,940,724 1,856,825

Additional numbers attached? Yes No

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

Bank of America National Trust and Savings Association

Name: Attn: Margaret Lehmann

Internal Address: Legal Department

#24017

Street Address: 555 South Flower Street Suite 800

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Margaret Lehmann

Margaret Lehmann Signature

September 3, 1998

Name of Person Signing

Signature

5

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

Page 1

TRADEMARK REEL: 1784 FRAME: 0328

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

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BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

- Individual(s)
- General Partnership
- Corporation-State
- Other a national banking association

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Street Address: 2791 Loker Avenue West

City: Carlsbad

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

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: MRD 6-10-98

- Assignment
- Security Agreement
- Other Release of Security Agreement - Trademarks
- Merger
- Change of Name

Execution Date: _____

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

A. Trademark Application No.(s)

74/628558

B. Trademark Registration No.(s)

<u>1,938,133</u>	<u>1,938,132</u>
<u>1,940,723</u>	<u>1,621,300</u>
<u>1,940,724</u>	<u>1,856,825</u>

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Suite 800

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Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 190E
NO SPEC
FEE

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

07/20/1998 INVENT. 0000083 1528123

DO NOT USE THIS SPACE

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0 FC:482 150.00 GP

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.

Margaret Lehmann

Name of Person Signing

Margaret Lehmann

Signature

June 3, 1998

Date

Total number of pages including cover sheet, attachments, and document: 5

RELEASE OF SECURITY AGREEMENT - TRADEMARKS

This Release of Security Agreement - Trademarks, executed and effective as of May 29, 1998, relates to that certain Security Agreement - Trademarks entered into on March 18, 1996, (the "Security Agreement") by ASHWORTH, INC., a Delaware corporation, (hereinafter, together with its successors and assigns, called the "Borrower") in favor of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (the "Bank"), as party to the Business Loan Agreement (Receivables and Inventory) dated as of March 18, 1996 between the Borrower and the Bank (as amended, the "Loan Agreement").

WHEREAS, pursuant to the Security Agreement, the Borrower granted a security interest to the Bank in certain trademarks described in the Security Agreement (the "Trademarks") as security for the Borrower's obligations to the Bank under the Loan Agreement; and

WHEREAS, the Security Agreement was recorded on April 19, 1996 with the United States Patent and Trademark Office in Washington, D.C. in Reel 1474, Frame 0260; and

WHEREAS, the Borrower has satisfied its obligations to the Bank under the Loan Agreement and has requested that the Bank release its security interest in the Trademarks and reassign the same to the Borrower.

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the Bank hereby agrees as follows:

1. The Borrower has satisfied all of its obligations under the Loan Agreement, the Loan Agreement has terminated, and the Bank hereby releases and forever discharges all mortgages, grants, sales, conveyances, transfers, settings over, and assignments of security interest granted under the Security Agreement in any and all of the Borrower's right, title or interest of every kind or nature in and to the following property:

A. All trademarks, service marks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Borrower's business connected with the use of, and symbolized by any of the above, and all property of Borrower necessary to produce any products sold under any of the above, all as more particularly described in the attached Exhibit A from the Security Agreement;

B. All rights to damages or profits due or accrued arising out of past, present or future infringement of the collateral or injury to Borrower's good will connected with the use of the collateral and the right to sue therefor;

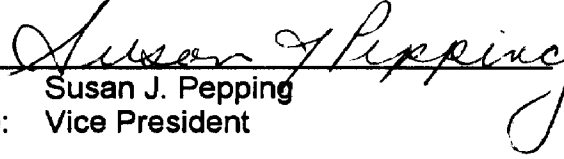
C. All renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any collateral; and

D. All proceeds of any collateral.




2. The Security Agreement is hereby declared null and void and of no further force or effect.

IN WITNESS WHEREOF the Bank has caused this Release of Security Agreement –
Trademarks to be executed by its officer duly authorized as of the date first above stated.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION

By: 
Susan J. Pepping
Title: Vice President

TRADEMARKS AND SERVICE MARKS

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark or Service Mark</u>
USA	No. 1,938,133	11/28/95	Ashworth
USA	No. 1,940,723	12/12/95	
USA	No. 1,940,724	12/12/95	
USA	No. 1,938,132	11/28/95	ASHWORTH
USA	No. 1,621,300	11/6/90	
USA	No. 1,856,825	10/4/94	ASHWORTH

PENDING TRADEMARK AND
SERVICE MARK APPLICATIONS

<u>Country</u>	<u>Application Serial No.</u>	<u>Application Filing Date</u>	<u>Trademark or Service Mark</u>
USA	74/628558	2/1/95	ASHWORTH HARRY LOGAN

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