

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Taylor Made Credit Corp.		09/10/2004	CORPORATION: DELAWARE
Taylor Made Systems Bradenton, Inc.		09/10/2004	CORPORATION: DELAWARE
Taylor Made Glass Ohio, Inc.		09/10/2004	CORPORATION: DELAWARE
Taylor Made Investment Company, LLC		09/10/2004	LIMITED LIABILITY COMPANY: DELAWARE
TMO Realty, LLC		09/10/2004	LIMITED LIABILITY COMPANY: DELAWARE
Taylor Made Technologies, LLC		09/10/2004	LIMITED LIABILITY COMPANY: DELAWARE
Taylor Made Oversees, LLC		09/10/2004	LIMITED LIABILITY COMPANY: DELAWARE
Water Bonnet Mfg., Inc.		03/09/2006	CORPORATION: DELAWARE
Taylor Made Group, Inc.		09/10/2004	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Sovereign Bank
<b>Street Address:</b>	75 State Street
<b>Internal Address:</b>	Mail Stop: MA1-SST-04-10
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78567828	CONSOLE CURVE
Serial Number:	78572944	TAYLOR MADE

**CORRESPONDENCE DATA**

**900048931**

**TRADEMARK  
 REEL: 003308 FRAME: 0494**

**CH \$65.00 78567828**

Fax Number: (617)316-8263  
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ATTORNEY DOCKET NUMBER:	224658-2
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	05/15/2006

**Total Attachments: 34**

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## AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement"), dated as of September 10, 2004, by and among TAYLOR MADE GROUP, INC., a New York corporation, TAYLOR MADE CREDIT CORP., a Delaware corporation, TAYLOR MADE SYSTEMS BRADENTON, INC., a Delaware corporation, TAYLOR MADE GLASS OHIO, INC., a Delaware corporation, TAYLOR MADE INVESTMENT COMPANY, LLC, a Delaware limited liability company, TMO REALTY, LLC, a Delaware limited liability company, TAYLOR MADE TECHNOLOGIES, LLC, a Delaware limited liability company, and TAYLOR MADE OVERSEAS, LLC, a Delaware limited liability company (collectively, the "Debtors") and SOVEREIGN BANK, having an address at 75 State Street, Mail Stop MA1-SST-04-10, Boston, Massachusetts 02109, as Administrative Agent for itself and the other Lenders under the Credit Agreement defined below (the "Administrative Agent" and together with the Lenders, the "Secured Parties"). This Agreement amends and restates in its entirety that certain Amended and Restated Security Agreement dated as of April 1, 2002, by and among Taylor Made Credit Corp. Nelson A. Taylor Co., Taylor Made Systems Bradenton, Inc., Taylor Made Glass Ohio, Inc., Taylor Made Investment Company, LLC, TMO Realty, LLC, Taylor Made Technologies, LLC, a Delaware limited liability company, Taylor Made Overseas, LLC, Taylor Made Environmental, Inc., and Taylor Made Environmental Italy, LLC.

### WITNESSETH:

WHEREAS, each Debtor is either a borrower or a guarantor under the terms of an Amended and Restated Credit Agreement among Taylor Made Group, Inc. ("Taylor Made"), Taylor Made Credit Corp., certain entities under common control with Taylor Made as joint and several borrowers (collectively with Taylor Made, the "Borrowers"), the Lenders party thereto and the Administrative Agent dated as of the date hereof (as amended from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans to the Borrowers (as defined in the Credit Agreement) and the Administrative Agent agreed, subject to the terms and conditions set forth therein, to issue Letters of Credit (as defined in the Credit Agreement) for the account of the Borrowers; and

WHEREAS, certain Affiliates of the Borrowers (the "Guarantors" and, collectively with the Borrowers, the "Credit Parties") may hereafter guarantee the obligations of the Borrowers under the Credit Agreement pursuant to one or more Guarantees to be entered into by such Guarantors as provided in the Credit Agreement;

WHEREAS, the obligations of the Secured Parties to enter into the Credit Agreement, of the Lenders to make the Loans and of the Administrative Agent to issue the Letters of Credit are subject to the condition, among others, that each Debtor shall execute and deliver this Agreement and grant the security interest hereinafter described;

NOW THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Credit Agreement and of the Lenders to agree, subject to the terms and conditions set forth therein, to make the Loans and of the Administrative Agent, subject to the terms and

conditions set forth therein, to issue the Letters of Credit to the Borrowers pursuant thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed, with the intent to be legally bound, as follows:

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms shall have the meanings ascribed to them in the Credit Agreement.

2. Security Interest. As security for the Secured Obligations described in Section 3 hereof, each Debtor hereby grants to the Administrative Agent for itself and for the benefit of the other Secured Parties a security interest in and lien on all of the tangible and intangible personal property and fixtures of such Debtor, including without limitation the property described below, whether now owned or existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and proceeds and products thereof (hereinafter referred to collectively as the "Collateral"):

(a) all tangible personal property, including without limitation all present and future goods, inventory (including, without limitation, all printed materials, merchandise, raw materials, work in process, finished goods and supplies), equipment, merchandise, furniture, fixtures, office supplies, motor vehicles, machinery, paper, tools, computers, database systems, computer software and associated equipment now owned or hereafter acquired, including, without limitation, the tangible personal property used in the operation of the businesses of such Debtor;

(b) all rights under all present and future authorizations, permits, licenses and franchises issued, granted or licensed to such Debtor for the operation of its business;

(c) all patents issued or assigned to and all patent applications made by such Debtor and, to the extent that the grant of a security interest does not cause a breach or termination thereof, all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use patents owned by such third parties, including, without limitation, the patents, patent applications and licenses listed on Schedule II hereto, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents");

(d) all trademarks (including service marks), federal and state trademark registrations and applications made by such Debtor, common law trademarks and trade names owned by or assigned to such Debtor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule III hereto, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4)

foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(e) all copyrights, whether statutory or common law, owned by or assigned to such Debtor, and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use copyrights owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule IV hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(f) all websites (including without limitation, all content, HTML documents, audiovisual material, software, data, hardware, access lines, connections, copyrights, trademarks, patents and trade secrets relating to such websites) and domain names owned by or assigned to such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use websites or domain names owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule V hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world (collectively, "Websites and Domain Names");

(g) the entire goodwill of such Debtor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by any Patents, Trademarks or Copyrights of such Debtor;

(h) any other intellectual property of such Debtor;

(i) all rights under all present and future vendor or customer contracts and all franchise, distribution, design, consulting, construction, engineering, management and advertising and related agreements;

(j) all rights under all present and future leases of real and personal property;  
and

(k) all other personal property, including, without limitation, all present and future accounts (including health care insurance receivables), accounts receivable, cash, cash equivalents, deposits, deposit accounts, loss carry back, tax refunds, choses in action, commercial tort claims, investment property, securities, partnership interests, limited liability company interests, contracts, contract rights, general intangibles (including without limitation, all customer and advertiser mailing lists, trade secrets, trade names, domain names, software, payment intangibles, goodwill, customer lists, advertiser lists, catalogs and other printed materials, publications, indexes, lists, data and other documents and papers relating thereto,

blueprints, designs, charts, and research and development, whether on paper, recorded electronically or otherwise), any information stored on any medium, including electronic medium, related to any of the personal property of such Debtor, all financial books and records and other books and records relating, in any manner, to the business of such Debtor, all proposals and cost estimates and rights to performance, all instruments and promissory notes, documents and chattel paper (whether tangible or electronic), all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), insurance claims and proceeds, and all debts, obligations and liabilities in whatever form owing to such Debtor from any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to such Debtor, and all guaranties and security therefor, and all letter of credit and other supporting obligations in respect of such debts, obligations and liabilities.

(l) all rights under that certain infringement action against Ameritex Technologies, Inc. and Donald A. Zirkelbach in a case pending in the United States District Court, District of South Carolina, Charleston Division (CA No. 2:03-263-12).

Any of the foregoing terms which are defined in the Uniform Commercial Code shall have the meaning provided in the Uniform Commercial Code of the Commonwealth of Massachusetts, as amended and in effect from time to time, as supplemented and expanded by the foregoing. The Administrative Agent acknowledges that the attachment of its security interest in any commercial tort claim of a Debtor as original collateral is subject to such Debtor's compliance with Section 5(b) hereof.

3. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Credit Parties (herein called the "Secured Obligations"):

(a) Principal of and premium, if any, and interest on the Loans; and

(b) Any and all other obligations and indebtedness of any of the Credit Parties to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising or incurred under the Credit Agreement, any other Loan Document or under any Hedging Agreement permitted by the Credit Agreement, all as amended from time to time, including, without limitation, any and all Reimbursement Obligations, and any and all other fees, premiums or penalties; and

(c) Any and all obligations and indebtedness of any of the Credit Parties to the Administrative Agent or any Secured Party arising from or related to cash management services, including the automatic clearing house transfer of funds by the Administrative Agent or any Secured Party for the account of any Credit Party pursuant to an agreement or overdraft.

4. Perfection Certificate. Each of the Debtors has delivered to the Administrative Agent a Perfection Certificate in the form appended to the Credit Agreement as Exhibit F. Each Debtor represents that the completed Perfection Certificate delivered to the Administrative Agent is true and correct in all material respects and the facts contained in such certificate are accurate

in all material respects. Each Debtor shall promptly supplement the Perfection Certificate after obtaining information which would require a correction or addition to the Perfection Certificate.

5. Special Warranties and Covenants of the Debtors. Each Debtor hereby warrants and covenants to the Secured Parties that:

(a) The Perfection Certificate for each Debtor, as supplemented or amended from time to time, accurately sets forth the following information for such Debtor: (i) the exact legal name of such Debtor; (ii) the type of organization of such Debtor; (iii) the jurisdiction of organization of such Debtor; (iv) the organizational identification number of such Debtor or, if the Debtor does not have an organizational number, a statement that the Debtor has none; and (v) the chief executive office, any additional places of business, and the current locations of all Collateral of such Debtor. No Debtor will change its type of organization, jurisdiction of organization, or other legal structure unless (x) such change is permitted by the Credit Agreement, (y) thirty (30) days' prior written notice of such change has been given to the Administrative Agent and (z) all steps deemed necessary by the Administrative Agent to maintain its First Priority Lien in the Collateral have been taken prior to such change. No Debtor will change its chief executive office, any other place of business, or the location of any Collateral from the locations set forth in the respective Perfection Certificate for such Debtor, or make any change in such Debtor's name or mailing address or organizational identification number if it has one, or conduct the Debtor's business operations under any fictitious business name or trade name, without, in any such case, at least thirty (30) days' prior written notice to the Administrative Agent. If any Debtor does not have an organizational identification number and later obtains one, such Debtor will forthwith notify the Administrative Agent of such organizational identification number.

(b) Except for the security interest created hereunder and as otherwise expressly disclosed in or permitted by the Credit Agreement, each Debtor is the owner of its Collateral free from any lien, security interest or encumbrance and each Debtor will defend its Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, except as permitted by the Credit Agreement. No Debtor holds any commercial tort claims, as defined in Article 9 of the Uniform Commercial Code, except as indicated on the respective Perfection Certificate. If any of the Debtors shall at any time acquire a commercial tort claim, such Debtor shall immediately notify the Administrative Agent in a writing signed by such Debtor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent.

(c) Except as permitted by the Credit Agreement or otherwise consented to in writing by the Secured Parties, no Debtor will sell or otherwise dispose of any Collateral or any interest therein nor will any Debtor create, incur or permit to exist any mortgage, lien, charge, encumbrance or security interest whatsoever with respect to any Collateral.

(d) Except for Collateral that is obsolete or no longer used in the Debtors' businesses, the Debtors will keep the Collateral in good order and repair (normal wear excepted) and adequately insured at all times in accordance with the provisions of the Credit Agreement. The Debtors will pay promptly when due all taxes and assessments on the Collateral or for its

use or operation, except for taxes and assessments permitted to be contested as provided in the Credit Agreement. Following the occurrence and during the continuance of an Event of Default, the Administrative Agent may at its option discharge any taxes, liens, security interests or other encumbrances to which any Collateral is at any time subject (other than those permitted by the Credit Agreement), and may, upon the failure of the Debtors to do so in accordance with the Credit Agreement, purchase insurance on any Collateral and pay for the repair, maintenance or preservation thereof, and each Debtor agrees to reimburse the Administrative Agent on demand for any payments or expenses incurred by the Administrative Agent or the other Secured Parties pursuant to the foregoing authorization and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof.

(e) No consent of any third party is required for any transfer by a Debtor to the Administrative Agent, or from the Administrative Agent to any third party of any Collateral following an Event of Default.

(f) To the extent, if any, that such Debtor's signature is required therefor, each Debtor will promptly execute and deliver to the Administrative Agent such financing statements and amendments thereto, certificates and other documents or instruments as may be necessary to enable the Administrative Agent to perfect or from time to time renew the security interest granted hereby, including, without limitation, such financing statements and amendments thereto, certificates and other documents as may be necessary to perfect a security interest in any additional Collateral hereafter acquired by such Debtor or in any replacements or proceeds thereof. Each Debtor authorizes and appoints the Administrative Agent, in case of need, to execute, as applicable, and file such financing statements, certificates and other documents pertaining to the Secured Parties' security interest in the Collateral in its stead if such Debtor fails to so execute or file such documents, with full power of substitution, as such Debtor's attorney in fact. The Administrative Agent may from time to time request and each Debtor shall deliver copies of all customer lists and vendor lists. Each Debtor further agrees that a carbon, photographic or other reproduction of a security agreement or financing statement is sufficient as a financing statement under this Agreement.

(g) Each Debtor hereby irrevocably authorizes the Administrative Agent, at any time and from time to time, to file in any jurisdiction financing statements and amendments thereto that (i) indicate the Collateral (x) as all assets of such Debtor or words of similar effect, regardless of whether any particular asset falls within the scope of Article 9 of the Uniform Commercial Code of the Commonwealth of Massachusetts or such jurisdiction or (y) as being of an equal or lesser scope or with greater detail and (ii) which contain any other information required by Article 9 of the Uniform Commercial Code (including Part 5 thereof) for the sufficiency or filing office acceptance of any financing statement or amendment, including whether (A) any Debtor is an organization, the type of organization and any organization identification number issued to such Debtor and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. The Debtors agree to furnish any such information to the Administrative Agent promptly upon request. Each Debtor also ratifies its authorization for the Administrative Agent to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.



(h) Each Debtor agrees that it will join with the Administrative Agent in executing or authorizing and, at its own expense, will file and refile, or permit the Administrative Agent to file and refile such financing statements, continuation statements and other documents (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices, and the United States Copyright Office), as the Administrative Agent may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Administrative Agent hereunder.

(i) The records concerning all accounts, accounts receivable and other intangible Collateral of each Debtor are and will be kept (and all billing and collection activities conducted by each such Debtor will at all times take place) at the address shown in the respective Perfection Certificate pertaining to such Debtor as the chief executive office of such Debtor or as otherwise set forth in the Perfection Certificate.

(j) Schedules II, III, IV and V hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks, Copyrights and Websites and Domain Names owned by the Debtors.

(k) The Debtors are the sole and exclusive owners of the Websites and Domain Names listed on Schedule V hereto and have registered such domain names with Network Solutions, Inc. or the applicable authority which provides for the exclusive use by the Debtors of such domain names. The websites do not contain any material, the publication of which may result in (1) the violation of rights of any person or (2) a right of any person against the publisher or distributor of such material.

(l) The domain name servers used in connection with the Debtors' domain names are set forth on Schedule VI hereto. Such domain name servers are controlled by the companies set forth on Schedule VI hereto and located at the locations set forth on Schedule VI hereto. No Debtor will change such domain name servers without 30 days' prior notice to the Administrative Agent, provided, however, that the locations of such domain name servers shall not be changed.

(m) The administrative contacts at Network Solutions Inc. used in connection with the registration of the Debtors' domain names are set forth on Schedule VI hereto. No Debtor will cause a change in the identity of such administrative contacts without 30 days' prior notice to the Administrative Agent.

(n) The Debtors shall, within 15 days after the end of each calendar quarter, provide written notice to the Administrative Agent of all applications for registration of Patents, Trademarks, Copyrights, or Websites and Domain Names, to the extent such applications exist, made during the preceding calendar quarter. The Debtors shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that would be necessary to the businesses of the Debtors to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in such Patents, Trademarks or Copyrights unless such Patents, Trademarks or Copyrights are not material to the Debtors' business, as reasonably determined by the Debtors consistent with prudent and commercially reasonable

business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Debtors. Except in accordance with prudent and commercially reasonable business practices, the Debtors shall not abandon any right to file a Patent, Trademark or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright, in each case material to its business, without the consent of the Administrative Agent, or permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to any of the foregoing without the consent of the Administrative Agent.

(o) Each Debtor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Collateral, including, without limitation, registration of its Websites and Domain Names with the appropriate domain name registrars and the appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using such Patents and Trademarks throughout the world and its claims to Copyrights in the United States Copyright Office, and as otherwise requested from time to time by the Administrative Agent, but in any event all in a manner consistent with prudent and commercially reasonable business practices.

(p) Each Debtor will, promptly following its becoming aware thereof, notify the Administrative Agent of (i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Debtor's business; or (ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Debtor's claim of ownership in or right to use any of the Collateral, its right to register any of the Collateral, or its right to keep and maintain such registration in full force and effect.

(q) Each Debtor will furnish to the Administrative Agent from time to time statements and amended schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Administrative Agent may from time to time reasonably request, all in reasonable detail.

(r) Without in any way limiting the obligation of the Debtors to obtain the consent of the Secured Parties to the opening of any deposit account in accordance with the Credit Agreement, prior to establishing any deposit account with any institution other than the Administrative Agent, each Debtor will execute and deliver, and cause any such institution to execute and deliver, to the Administrative Agent a Blocked Account Agreement, or if such account is a Lock Box Account, a Lock Box Account Agreement, with respect to such deposit account in form and substance reasonably satisfactory to the Administrative Agent and take, or cause to be taken, any other actions deemed necessary by the Administrative Agent to obtain "control" of such deposit account (as such term is defined in Section 9-104 of the Uniform Commercial Code of the Commonwealth of Massachusetts).

(s) If any Debtor is, now or at any time hereafter, a beneficiary under a letter of credit now or hereafter issued in favor of such Debtor, such Debtor shall promptly notify the Administrative Agent thereof and, at the request and option of the Administrative Agent, such

Debtor shall, pursuant to an agreement in form and substance satisfactory to the Administrative Agent, either (i) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Administrative Agent for itself and the benefit of the other Secured Parties of the proceeds of any drawing under the letter of credit or (ii) arrange for the Administrative Agent to become the transferee beneficiary of the letter of credit, with the Administrative Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Credit Agreement. In addition, if requested by the Administrative Agent, such Debtor shall deliver such letter of credit to the Administrative Agent.

(t) To the extent any Debtor shall, now or at any time hereafter, hold or acquire any promissory note or other instrument or tangible chattel paper, such Debtor will promptly notify the Administrative Agent thereof and, at the request and option of the Administrative Agent, such Debtor will deliver such promissory note or other instrument or tangible chattel paper to the Administrative Agent to be held as Collateral hereunder, together with an endorsement thereof reasonably satisfactory in form and substance to the Administrative Agent.

(u) If, now or at any time hereafter, any Collateral of the Debtor is in the possession of a bailee, such Debtor will promptly notify the Administrative Agent thereof, and, at the request and option of the Administrative Agent, such Debtor shall take or cause to be taken such steps as the Administrative Agent may reasonably request for the Administrative Agent to obtain an acknowledgment, in form and substance satisfactory to the Administrative Agent, of any bailee having possession of any of the Collateral that it holds such Collateral for the Administrative Agent.

(v) If, now or at any time hereafter, any Debtor shall obtain or hold any investment property or electronic chattel paper, such Debtor will promptly notify the Administrative Agent thereof and, at the request and option of the Administrative Agent, such Debtor will take or cause to be taken such steps as the Administrative Agent may reasonably request for the Administrative Agent to obtain "control" (as provided in Sections 9-105 and 9-106 of the Uniform Commercial Code of the Commonwealth of Massachusetts, as amended and in effect from time to time) of such Collateral.

(w) The Debtors shall at any time and from time to time execute and deliver, or cause to be executed and delivered, such other agreements, instruments, certificates and documents and take, or cause to be taken, such other action as the Administrative Agent may reasonably request to insure the continued protection, perfection and priority of the Administrative Agent's security interest in any of the Collateral.

6. Fixtures, etc. It is the intention of the parties hereto that (except for Collateral located on real estate owned in fee simple by any Debtor that has been mortgaged to the Administrative Agent pursuant to a Mortgage) none of the Collateral shall become fixtures and each Debtor will take all such reasonable action or actions as may be necessary to prevent any of the Collateral from becoming fixtures. Without limiting the generality of the foregoing, each Debtor will, if requested by the Administrative Agent, use commercially reasonable efforts to obtain waivers of Liens in form satisfactory to the Administrative Agent, from each lessor of

Material Leasehold Property on which any of the Collateral is or is to be located to the extent requested by the Administrative Agent.

7. Events of Default. The Debtors shall be in default under this Agreement upon the happening of any Event of Default, as defined in the Credit Agreement (herein called an "Event of Default").

8. Rights and Remedies of Secured Parties. Upon the occurrence and during the continuance of any Event of Default, the Secured Parties shall have the following rights and remedies:

(a) All rights and remedies provided by law, including, without limitation, those provided by the Uniform Commercial Code;

(b) All rights and remedies provided in this Agreement; and

(c) All rights and remedies provided in the Credit Agreement and the Loan Documents, or in any other agreement, document or instrument pertaining to the Secured Obligations.

9. Royalty Free License. If at any time the Administrative Agent has the right to dispose of any of the Collateral which is subject to a Patent, Trademark or Copyright which any of the Debtors own or control through a license or otherwise, such Debtor grants to the Secured Parties a royalty free license (to the extent such rights are assignable) to use any such Patent, Trademark or Copyright, in addition to the grant of any security interest granted to the Secured Parties in such Patent, Trademark or Copyright to dispose of any such Collateral. Such royalty free license shall extend to any person or persons purchasing such Collateral from the Secured Parties.

10. Right of Administrative Agent to Dispose of Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Administrative Agent shall have the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Administrative Agent may require the Debtors to make the Collateral (to the extent the same is moveable) available to the Administrative Agent at a place to be designated by the Administrative Agent which is reasonably convenient to both parties or transfer any information related to the Collateral to the Administrative Agent by electronic medium. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Administrative Agent will give the Debtors at least ten (10) days' prior written notice in accordance with Section 20 hereof of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. The Administrative Agent may comply with any applicable state or federal law requirements in connection with a disposition of the

Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

11. Credit Agreement. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Administrative Agent. In the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement, the Credit Agreement shall control. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Administrative Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Administrative Agent" as used herein shall include Sovereign Bank, or any other Person acting as Administrative Agent for the Secured Parties pursuant to the terms of the Credit Agreement.

12. Right of Administrative Agent to Use and Operate Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Administrative Agent shall have the right and power to (a) take possession of all or any part of the Collateral, and to exclude the Debtors and all persons claiming under the Debtors wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same and (b) grant a license to use, or cause to be granted a license to use, any or all of the Patents, Trademarks, Copyrights and Websites and Domain Names (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions of the original licenses) or any part thereof, in each case free of all rights and claims of the Debtors therein and thereto. Upon any such taking of possession, the Administrative Agent may, from time to time, at the expense of the Debtors, make all such repairs, replacements, alterations, additions and improvements to and of the Collateral as the Administrative Agent may reasonably deem proper. In any such case the Administrative Agent shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Debtors in respect thereto as the Administrative Agent shall reasonably deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as the Administrative Agent may reasonably see fit; and the Administrative Agent shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Administrative Agent may be required or may reasonably elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Administrative Agent may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied as provided in Section 15.

13. Dispositions from Deposit Accounts. The Administrative Agent shall have the right at any time or times to give any depository bank which is party to a Lock Box Account Agreement or Blocked Account Agreement instructions as to the withdrawal, transfer or other disposition of any funds in any deposit accounts of the Debtors subject thereto, without the

consent of the Debtors, and may apply all sums withdrawn from such deposit accounts to the payment of the Secured Obligations in accordance with the terms of the Credit Agreement. In addition, to the extent that the Debtors have any withdrawal rights under the terms of a Blocked Account Agreement with respect to the deposit accounts covered thereby after the execution and delivery thereof, upon the occurrence and during the continuance of any Event of Default, the Administrative Agent may instruct the depository bank under such Blocked Account Agreement to terminate such withdrawal rights of the Debtors. The Debtors constitute and appoint irrevocably the Administrative Agent their true and lawful attorney, with full power of substitution, without limitation, to demand, collect, receive and sue for all amounts which may become due and payable under the deposit accounts subject to any Lock Box Account Agreement or Blocked Account Agreement, and to execute all withdrawal receipts or other orders for the Debtors, in the Administrative Agent's own name or in the name of the Debtors or otherwise, which the Administrative Agent deems necessary or appropriate to protect and preserve its right, title and interest in such deposit accounts.

14. Collection of Accounts Receivable, etc. (a) On or before the Closing Date, each of the Debtors shall (i) direct all of its account debtors to make all payments on such Debtor's accounts receivable directly to the Lock Boxes with one or more financial institutions reasonably acceptable to, and in the name and under control of, the Administrative Agent, (ii) establish Lock Box Accounts in the Administrative Agent's name for the benefit of each Debtor with financial institutions reasonably acceptable to the Administrative Agent, into which all payments received in the Lock Boxes shall be deposited, and into which each Debtor will immediately deposit all payments made for services sold or rendered by such Debtor and received by it in the identical form in which such payments were made, whether by cash or check, and (iii) cause each Credit Party, any Affiliate of a Credit Party, and any other Person acting for or in concert with a Credit Party that receives any monies, checks, notes, drafts or other payments relating to or as proceeds of accounts receivable or other Collateral, to receive and hold such items in trust for, and subject to Liens in favor of the Administrative Agent and, immediately upon receipt thereof, shall remit the same (or cause the same to be remitted) in hand to the Lock Box Accounts.

(b) On or before the Closing Date, each Debtor shall cause each financial institution with which a Lock Box and Lock Box Account has been established to enter into a Lock Box Account Agreement on terms reasonably satisfactory to the Administrative Agent, confirming that the amounts on deposit in such Lock Box and Lock Box Account are subject to Liens in favor of the Administrative Agent, that such financial institution has no right to setoff against such Lock Box or Lock Box Account or against any other account maintained by such financial institution into which the contents of such Lock Box Account are transferred, and that such financial institution shall wire, or otherwise transfer in immediately available funds in a manner reasonably satisfactory to the Administrative Agent, funds deposited in the Lock Box Account on a daily basis as such funds are collected.

(c) The Debtors agree to pay all reasonable fees, costs and expenses which the Debtors incur in connection with opening and maintaining a Lock Box and Lock Box Account. All of such fees, costs and expenses which remain unpaid pursuant to any Lock Box or Lock Box Account Agreement with the Debtors, to the extent same shall have been paid by the Administrative Agent hereunder, shall constitute Loans under the Credit Agreement, shall be payable to the Administrative Agent by the Debtors upon demand, and, until paid, shall bear

interest at the highest rate then applicable to Loans thereunder. All checks, drafts, instruments and other items of payment or proceeds of Collateral delivered to the Administrative Agent in kind shall be endorsed by the requisite Debtor, to the Administrative Agent, and, if that endorsement of any such item shall not be made for any reason, the Administrative Agent is hereby irrevocably authorized to endorse the same on such Debtor's behalf. For the purpose of this Section 14(c), each Debtor irrevocably hereby makes, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent for that purpose) as such Debtor's true and lawful attorney and agent-in-fact (i) to endorse such Debtor's name upon said items of payment and/or proceeds of Collateral of the Debtors and upon any chattel paper, document, instrument, invoice or similar document or agreement relating to any account receivable of a Debtor or goods pertaining thereto; (ii) to take control in any manner of any item of payment or proceeds thereof; (iii) to have access to any Lock Box or other postal box into which any of the Debtors' mail is deposited; and (iv) open and process all mail addressed to any Debtor and deposited therein.

(d) The Administrative Agent may, at any time and from time to time after the occurrence and during the continuance of an Event of Default, whether before or after notification to any account debtor and whether before or after the maturity of any of the Secured Obligations, (i) enforce collection of any of the Debtors' accounts receivable or contract rights by suit or otherwise; (ii) exercise all of the Debtors' rights and remedies with respect to proceedings brought to collect any accounts receivable; (iii) surrender, release or exchange all or any part of any accounts receivable of the Debtors, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder; (iv) sell or assign any account receivable of any of the Debtors upon such terms, for such amount and at such time or times as the Administrative Agent reasonably deems advisable; (v) prepare, file and sign the requisite Debtor's name on any proof of claim in bankruptcy or other similar document against any account debtor indebted on an account receivable of such Debtor; and (vi) do all other acts and things which are necessary, in the Administrative Agent's reasonable discretion, to fulfill each Debtor's performance of the Secured Obligations and to allow the Administrative Agent to collect the accounts receivable. In addition to any other provision hereof or in any of the other Loan Documents, the Administrative Agent may at any time on or after the occurrence of an Event of Default, at the Debtors' sole expense, notify any parties obligated on any of the accounts receivable of the Debtors to make payment directly to the Administrative Agent of any amounts due or to become due thereunder.

15. Proceeds of Collateral. After deducting all reasonable costs and expenses of collection, storage, custody, sale or other disposition and delivery (including legal costs and reasonable attorneys' fees) and all reasonable other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations by the Administrative Agent in accordance with the terms of the Credit Agreement and any surplus shall be returned to the Debtors or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtors). By way of enlargement and not by way of limitation of the rights of the Administrative Agent under applicable law or the Credit Agreement or Security Documents, the Administrative Agent shall allocate the proceeds of the Collateral to the Secured Obligations (including without limitation, the Loans) in accordance with the terms of the Credit Agreement. In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the

Secured Obligations in full, the Debtors will be liable for the deficiency, together with interest thereon at the maximum rate provided in the Credit Agreement, and the reasonable cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable attorneys' fees, expenses and disbursements.

16. Waivers, etc. Each Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein or in the other Loan Documents, all other demands and notices in connection with this Agreement or the enforcement of the Secured Parties' rights hereunder or in connection with any Secured Obligations or any Collateral; consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtors or to any account debtor in respect of any account receivable or to any other third party, or substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Administrative Agent or the Secured Parties in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. **EACH DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, UNDER THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL MAY BE LOCATED, OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, TO NOTICE (OTHER THAN ANY REQUIREMENT OF NOTICE PROVIDED HEREIN) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO THE ADMINISTRATIVE AGENT OR THE SECURED PARTIES AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING.** Each Debtor's waivers under this section have been made voluntarily, intelligently and knowingly and after such Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

17. Termination; Assignment, etc. When all the Secured Obligations have been paid in full and have been terminated and the commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding (or if outstanding, have been cash collateralized to the satisfaction of the Administrative Agent), this Agreement and the security interest in the Collateral created hereby shall terminate. In such event, the Administrative Agent agrees to execute appropriate releases of liens on the Collateral upon the request of the Debtors and at the Debtors' expense. No waiver by the Administrative Agent or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment of part or all of the Secured Obligations by any Secured Party, each such Secured Party may assign or transfer its respective rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of the Secured Party hereunder.



18. Reinstatement. Notwithstanding the provisions of Section 17, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Administrative Agent in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any of the Borrowers, any other Credit Party or upon the appointment of any intervener or conservator of, or trustee or similar official for, the Debtors or Borrowers, any other Credit Party or any substantial part of any of their properties, or otherwise, all as though such payments had not been made.

19. Governmental Approval. Prior to or, where permitted, upon the exercise by the Administrative Agent of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, each Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that such Debtor may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

20. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of the Credit Agreement

21. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the Secured Parties and be binding upon the Administrative Agent and each Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

22. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. Each Debtor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in The Commonwealth of Massachusetts and consents to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of the Secured Obligations or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each Debtor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 20 hereof or as otherwise provided under the laws of the Commonwealth of Massachusetts. Nothing in this Agreement shall affect any right the Administrative Agent or any Secured Party may otherwise have to bring an action or proceeding relating to this Agreement against any Debtor or its properties in the courts of any jurisdiction. EACH DEBTOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY


PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST SUCH DEBTOR IN  
RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS  
CONTEMPLATED HEREBY.

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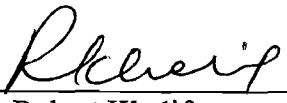
IN WITNESS WHEREOF, the parties have executed this Amended and Restated Security Agreement as a sealed instrument as of the date first above written.

DEBTORS:


TAYLOR MADE GROUP, INC.

By:   
Name: Robert Khalife  
Title: Vice President - Finance


TAYLOR MADE CREDIT CORP.

By:   
Name: Robert Khalife  
Title: Vice President - Finance


TAYLOR MADE SYSTEMS BRADENTON, INC.

By:   
Name: Robert Khalife  
Title: Vice President - Finance


TAYLOR MADE GLASS OHIO, INC.

By:   
Name: Robert Khalife  
Title: Vice President - Finance


TAYLOR MADE INVESTMENT COMPANY,  
LLC

By:   
Name: Robert Khalife  
Title: Vice President - Finance


TMO REALTY, LLC

By:   
Name: Robert Khalife  
Title: Vice President - Finance

TAYLOR MADE TECHNOLOGIES, LLC

By:   
Name: Robert Khalife  
Title: Vice President - Finance

TAYLOR MADE OVERSEAS, LLC

By:   
Name: Robert Khalife  
Title: Vice President - Finance

ADMINISTRATIVE AGENT:

SOVEREIGN BANK, as Administrative Agent

By: 

Name: Robert Rivet

Title: Vice President



SCHEDULE III

TRADEMARKS


(including registrations and applications and exclusive and non-exclusive licenses)

See Attached.

## The Taylor Made Group, Inc. Trademarks


U.S.A.				
MARK	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
BOATGUARD (Class 22)	2,638,732	October 22, 2002	Registered; Declaration of Use Due between Oct. 22, 2007 and Oct. 22, 2008; Renewal Due Oct. 22, 2012	15-214
BOATENT (Classes 12 and 22)	76/268,317	June 7, 2001	Expressly withdrawn	15-215
BOATOP (Class 22)	1,069,412	July 12, 1977	Registered; Renewal Due July 12, 2007	15-135
C MATE (Class 6)	2,317,934	February 15, 2000	Registered; Declaration of Use filed August 1, 2005; Renewal Due Feb. 15, 2010	15-158
CLEAN CURVE (Class 12)	2,743,319	July 29, 2003	Registered; Declaration of Use Due between July 29, 2008 and July 29, 2009; Renewal Due July 29, 2013	15-209
CLEAR CURVE (Stylized) (Class 12)	1,554,594	September 5, 1989	Registered; Renewal Due Sept. 5, 2009	15-16
				
CONSOLE CURVE	78/567,828	February 15, 2005	Response to Official Action due by March 12, 2006	15-322
CONVERTABLE (Stylized) (Class 20)	1,360,576	September 17, 1985	Abandoned; instructions received on August 22, 2005 to allow the registration to lapse (mark no longer in use)	15-28
				
CROS CURVE (Class 12)	2,317,941	February 15, 2000	Registered; Renewal Due Feb. 15, 2010	15-84

U.S.A.



MARK	SERIAL No./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
DOCKGARD (Class 12)	2,967,743	July 12, 2005	Registered; Declaration of Use Due between July 12, 2010 and July 12, 2011; Renewal Due July 12, 2015	15-261
DOCK PRO (Class 12)	2,995,566	Sept. 13, 2005	Registered; Declaration of Use Due between Sept. 13, 2010 and Sept. 13, 2011; Renewal Due Sept. 13, 2015	15-265
FASTBACK (Class 12)	2,756,715	August 26, 2003	Registered; Declaration of Use Due between Aug. 26, 2008 and Aug. 26, 2009; Renewal Due Aug. 26, 2013	15-204
HANG AROUND (Class 6)	2,351,420	May 23, 2000	Registered; Declaration of Use Due between May 23, 2005 and May 23, 2006; Renewal Due May 23, 2010	15-176
HULL-GARD (Class 12)	1,113,536	February 20, 1979	Registered; Renewal Due Feb. 20, 2009	15-136
LEGACY (Class 24)	2,785,857	November 25, 2003	Registered; Declaration of Use Due between Nov. 25, 2008 and Nov. 25, 2009; Renewal Due Nov. 25, 2013	15-248
LIVING ADDRESS (Class 6)	2,373,873	August 1, 2000	Registered; Declaration of Use Due between Aug. 1, 2005 and Aug. 1, 2006; instructions received on August 3, 2005 to allow the registration to lapse (mark no longer in use)	15-175
MOOR 'N' STOR (Class 12)	2,154,051	April 28, 1998	Registered; Renewal Due April 28, 2008	15-101
NAVIREX EMERGENCY HULL REPAIR KIT & Design (Class 1)	2,387,363	September 19, 2000	Registered; Declaration of Use Due by September 19, 2006; instructions received on October 3, 2005 to allow the registration to lapse.	15-291
				
NO KNOT (Class 12)	76/523,773	June 16, 2003	Response to Official Action regarding Statement of Use due by July 30, 2006	15-267



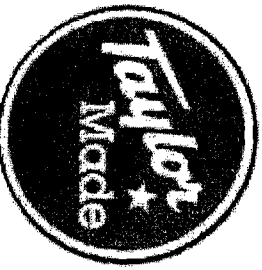

U.S.A.

MARK	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
 PERIMETER INDUSTRIES & Design (Class 12)	2,864,716	July 20, 2004	Registered; Declaration of Use Due between July 20, 2009 and July 20, 2010; Renewal Due July 20, 2014	15-290
QUICK KNOT (Class 12)	2,987,813	August 23, 2005	Registered; Declaration of Use Due between Aug. 23, 2010 and Aug. 23, 2011; Renewal Due Aug. 23, 2015	15-268
RAINBREAKER (Class 12)	2,615,316	September 3, 2002	Registered; Declaration of Use Due between Sept. 3, 2007 and Sept. 3, 2008; Renewal Due Sept. 3, 2012	15-235
RAINBREAKER (Class 1)	2,733,190	July 1, 2003	Registered; Declaration of Use Due between July 1, 2008 and July 1, 2009; Renewal Due July 1, 2013	15-236
SPOILER (Class 28)	2,004,757	October 1, 1996	Registered; Renewal Due Oct. 1, 2006	15-88
SPORTSHIELD (Class 12)	2,245,921	May 18, 1999	Registered; Renewal Due May 18, 2009	15-150
STOWAWAY (Class 24)	2,415,069	December 26, 2000	Registered; Declaration of Use Due between Dec. 26, 2005 and Dec. 26, 2006; Renewal Due Dec. 26, 2010; instructions received on December 16, 2005 to allow registration to lapse	15-177
STOWAWAY (Class 20)	76/379,651	March 5, 2002	Abandoned	15-238
SUR-MOOR (Class 9)	2,287,410	October 19, 1999	Registered; Declaration of Use filed August 1, 2005; Renewal Due Oct. 19, 2009	15-159


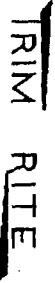
U.S.A.

MARK	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
SURVIVOR (Class 12)	2,710,067	April 22, 2003	Registered; Declaration of Use Due between April 22, 2008 and April 22, 2009; Renewal Due April 22, 2013	15-233
TAYLOR MADE (Classes 6, 7, 8, 9, 11, 12, 17, 20, 22, 24 and 28)	1,095,679	July 11, 1978	Registered; Renewal Due July 11, 2008	15-91
TAYLOR MADE (Class 18)	1,365,599	October 15, 1985	Abandoned; instructions received on April 25, 2005 to allow the registration to lapse (mark no longer in use in connection with luggage)	15-5
TAYLOR MADE (Class 3)	1,441,722	June 9, 1987	Registered; Renewal Due June 9, 2007	15-14
TAYLOR MADE (Classes 12, 20, 22 and 24)	2,322,914	February 29, 2000	Registered; Renewal Due Feb. 28, 2010	15-134
TAYLOR MADE & Design (Classes 6, 7, 8, 9, 11, 12, 17, 20, 22, 24 and 28)	1,071,284	August 16, 1977	Registered; Renewal Due Aug. 16, 2007	15-92
 TAYLOR MADE & Design (Class 28)	1,366,798	October 22, 1985	Abandoned; instructions received on August 24, 2005 to allow the registration to lapse (mark no longer in use on sailing gloves)	15-6
<b>Taylor * MADE</b>				
TAYLOR MADE & Design (Class 11)	1,814,402	December 12, 1993	Abandoned (not in use in connection with the goods covered by the registration, i.e., bath enclosures and shower stalls)	15-72
				

U.S.A.

MARK	SERIAL No./ REG. No.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
TAYLOR MADE & Design (Classes 1, 3, 6, 7, 8, 9, 11, 12, 17, 18, 19, 20, 21, 22, 24, 28 and 35)	78/572,944	February 23, 2005	Response to Official Action Due by March 21, 2006	15-297
 TAYLOR MADE ADMIRAL'S CLUB & Design (Class 35)	2,995,538	09/13/2005	Registered; Declaration of Use Due between 09/13/2010 and 09/13/2011; Renewal Due 09/13/2015	15-252
 TAYLOR MADE CUSTOM PRODUCTS (Classes 11, 12, 20 and 22)	2,258,495	July 6, 1999	Registered; Renewal Due July 6, 2009	15-127
TAYLOR MADE GLASS (Classes 12, 19 and 20)	2,306,404	January 4, 2000	Registered; Declaration of Use filed August 1, 2005; Renewal Due Jan. 4, 2010	15-128
TAYLOR MADE GROUP (Classes 11 and 16)	2,562,915	April 23, 2002	Registered; Declaration of Use Due between April 23, 2007 and April 23, 2008; Renewal Due April 23, 2012	15-195
TAYLOR MADE PRODUCTS (Classes 6, 8, 9, 11, 12, 17, 21, 22, 24 and 28)	2,208,250	December 8, 1998	Registered; Renewal Due Dec. 8, 2008	15-126
TAYLOR MADE SYSTEMS (Classes 6, 12, 22 and 24)	2,213,910	December 29, 1998	Registered; Renewal Due Dec. 29, 2008	15-125
TAYLOR TARP (Class 22)	2,271,872	August 24, 1999	Registered; Renewal Due Aug. 24, 2009	15-155
TAYLOR TUX (Class 12)	2,060,579	May 13, 1997	Registered; Renewal Due May 13, 2007	15-102

U.S.A.

MARK	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
TAYLOR TUX & Design (Class 12)	2,052,114	April 15, 1997	Registered; Renewal Due April 15, 2007	15-103
				
TRAILERITE (Class 22)	1,513,629	November 22, 1988	Registered; Renewal Due Nov. 22, 2008	15-25
TRIM RITE (Stylized) (Class 12)	1,180,048	December 1, 1981	Abandoned	15-21
				
THE ULTIMATE COVER (Class 22)	2,273,978	August 31, 1999	Declaration of Use filed August 10, 2005; Renewal Due Aug. 31, 2009	15-157
TRUE COLOR (Class 12)	3,046,644	January 17, 2006	Declaration of Use Due between Jan. 17, 2011 and Jan. 17, 2012; Renewal Due Jan. 17, 2016	15-275



TRADEMARK

REEL: 003308 FRAME: 0521

FOREIGN

MARK	COUNTRY	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
AER-O-BUOY	Canada	UCCA040674	March 4, 1952	Renewal Due March 4, 2012	15-299
BOATGUARD	China	4600248	April 13, 2005	Pending	15-300
BOATGUARD	Taiwan	94010540	March 10, 2005	Pending	15-301
CLEAN CURVE	European Union	2327005	April 24, 2003	Renewal Due Aug. 2, 2011	15-228
CONSOLE CURVE	European Union	4398566	April 11, 2005	Published for opposition Oct. 10, 2005; registration should issue in due course	15-323
HULL-GARD	Canada	225,004	December 23, 1977	Registered; Renewal Due December 23, 2007	N/A
HULL-GARD	China	4600249	April 13, 2005	Pending	15-302
HULL-GARD	Taiwan	94010541	March 10, 2005	Pending	15-303
LEGACY	China	4600250	April 13, 2005	Pending	15-304
LEGACY	Taiwan	1189789	Jan. 1, 2006	Renewal Due Jan. 1, 2016	15-305
PERIMETER INDUSTRIES & Design	China		April 13, 2005	Pending	15-306
PERIMETER INDUSTRIES & Design	Taiwan	94010543	March 10, 2005	Pending	15-307
SNAP-A-TRAY	Canada	391,350	December 6, 1991	Renewal Due Dec. 6, 2006; Abandoned	15-46
SNAP-A-TRAY	Denmark	1993 2448	March 19, 1993	Abandoned	15-53
SNAP-A-TRAY	Italy	602903	August 24, 1993	Abandoned	15-57
SPORTSHIELD	Canada	224,298	November 25, 1977	Registered; Renewal Due Nov. 25, 2007	N/A
STARSPOT	Canada	221938	July 15, 1977	Expunged	N/A
STOWAWAY	China	4600253	April 13, 2005	Instructions received to abandon application	15-308
STOWAWAY	Taiwan	1183955	Dec. 1, 2005	Registered; Renewal Due Dec. 1, 2015	15-309
TAYLOR MADE	Brazil	820924288	February 26, 2002	Registered; Renewal Due Feb. 26, 2012	15-164
TAYLOR MADE	Canada	586,509	August 4, 2003	Registered; Renewal Due Aug. 4, 2018	15-160
TAYLOR MADE (Class 3)	China	4667251	May 20, 2005	Pending	15-329
TAYLOR MADE (Class 6)	China	4667250	May 20, 2005	Pending	15-330



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MARK	COUNTRY	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
TAYLOR MADE (Class 8)	China	4667249	May 20, 2005	Pending	15-331
TAYLOR MADE (Class 9)	China	4667248	May 20, 2005	Pending	15-332
TAYLOR MADE (Class 11)	China	4667247	May 20, 2005	Pending	15-333
TAYLOR MADE (Class 12)	China	4667246	May 20, 2005	Pending	15-334
TAYLOR MADE (Class 17)	China	4667245	May 20, 2005	Pending	15-335
TAYLOR MADE (Class 19)	China	4667244	May 20, 2005	Pending	15-336
TAYLOR MADE (Class 20)	China	4667243	May 20, 2005	Pending	15-337
TAYLOR MADE (Class 21)	China	4667242	May 20, 2005	Pending	15-338
TAYLOR MADE (Class 22)	China	4667561	May 20, 2005	Pending	15-339
TAYLOR MADE (Class 24)	China	4667560	May 20, 2005	Pending	15-340
TAYLOR MADE (Class 28)	China	4667559	May 20, 2005	Pending	15-341
TAYLOR MADE	European Union	872150	April 17, 2000	Registered; Renewal Due July 31, 2008	15-161
TAYLOR MADE	Taiwan	94023171	May 13, 2005	Pending	15-325
TAYLOR MADE & Design	Australia	782202	January 4, 1999	Registered; Renewal Due Jan. 4, 2009	15-180
 TAYLOR MADE & Design	Canada	257,303	April 3, 1981	Registered; Renewal Due April 3, 2011	15-109
					


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MARK	COUNTRY	SERIAL NO./ REG. No.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
TAYLOR MADE & Design 	Canada	257,306	April 3, 1981	Registered; Renewal Due April 3, 2011	15-108
TAYLOR MADE & Design (Class 3) 	China	4667558	May 20, 2005	Pending	15-342
TAYLOR MADE & Design (Class 6)	China	4667557	May 20, 2005	Pending	15-343
TAYLOR MADE & Design (Class 8)	China	4667556	May 20, 2005	Pending	15-344
TAYLOR MADE & Design (Class 9)	China	4667555	May 20, 2005	Pending	15-345
TAYLOR MADE & Design (Class 11)	China	4667554	May 20, 2005	Pending	15-346
TAYLOR MADE & Design (Class 12)	China	4667553	May 20, 2005	Pending	15-347
TAYLOR MADE & Design (Class 17)	China	4667552	May 20, 2005	Pending	15-348
TAYLOR MADE & Design (Class 19)	China	4667567	May 20, 2005	Pending	15-349
TAYLOR MADE & Design (Class 20)	China	4667566	May 20, 2005	Pending	15-350
TAYLOR MADE & Design (Class 21)	China	4667565	May 20, 2005	Pending	15-351
TAYLOR MADE & Design (Class 22)	China	4667564	May 20, 2005	Pending	15-352

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MARK	COUNTRY	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
TAYLOR MADE & Design (Class 24)	China	4667563	May 20, 2005	Pending	15-353
TAYLOR MADE & Design (Class 28)	China	4667562	May 20, 2005	Pending	15-354
TAYLOR MADE & Design (Class 6)	China	4674279	May 20, 2005	Pending	15-355
<b>Taylor * MADE</b>					
TAYLOR MADE & Design (Class 8)	China	4674278	May 23, 2005	Pending	15-356
TAYLOR MADE & Design (Class 9)	China	4674277	May 23, 2005	Pending	15-357
TAYLOR MADE & Design (Class 11)	China	4674276	May 23, 2005	Pending	15-358
TAYLOR MADE & Design (Class 12)	China	4674275	May 23, 2005	Pending	15-359
TAYLOR MADE & Design (Class 17)	China	4674274	May 23, 2005	Pending	15-360
TAYLOR MADE & Design (Class 20)	China	4674273	May 23, 2005	Pending	15-361
TAYLOR MADE & Design (Class 22)	China	4674272	May 23, 2005	Pending	15-362
TAYLOR MADE & Design (Class 24)	China	4674271	May 23, 2005	Pending	15-363
TAYLOR MADE & Design (Class 28)	China	4674270	May 23, 2005	Pending	15-364
TAYLOR MADE & Design 	New Zealand	B172909	January 16, 1991	Registered; Renewal Due June 15, 2008	15-19



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<b>MARK</b>	<b>COUNTRY</b>	<b>SERIAL NO./ REG. NO.</b>	<b>FILING DATE/ ISSUE DATE</b>	<b>STATUS</b>	<b>OUR REF.</b>
					
TAYLOR MADE & Design (Class 6)	New Zealand	303370	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-181
TAYLOR MADE & Design (Class 7)	New Zealand	303371	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-377
TAYLOR MADE & Design (Class 8)	New Zealand	303372	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-378
TAYLOR MADE & Design (Class 9)	New Zealand	303373	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-379
TAYLOR MADE & Design (Class 11)	New Zealand	303374	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-380
TAYLOR MADE & Design (Class 12)	New Zealand	303375	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-381
TAYLOR MADE & Design (Class 17)	New Zealand	303376	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-382
TAYLOR MADE & Design (Class 20)	New Zealand	303377	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-383
TAYLOR MADE & Design (Class 22)	New Zealand	303378	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-384
TAYLOR MADE & Design (Class 24)	New Zealand	303379	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-385
TAYLOR MADE & Design (Class 28)	New Zealand	303380	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-386
TAYLOR MADE & Design	Norway	148268	December 27, 1991	Abandoned	15-50

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MARK	COUNTRY	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
TAYLOR MADE & Design (Classes 3, 6, 8, 9, 11, 12, 17, 19, 20, 21, 22, 24 and 28)	Taiwan	94023172	May 13, 2005	Pending	15-326
					
TAYLOR MADE & Design (Classes 6, 8, 9, 11, 12, 17, 20, 22, 24 and 28)	Taiwan	94023168	May 13, 2005	Pending	15-327
<b>Taylor * MADE</b>					
TAYLOR MADE & Design	United Kingdom	1313226	June 17, 1987	Registered; Renewal Due June 17, 2008	15-18
TAYLOR MADE GLASS	Canada	865,748	August 29, 2002	Registered; Renewal Due Aug. 29, 2017	15-143
TAYLOR MADE GROUP	Australia	782203	January 4, 1999	Registered; Renewal Due Jan. 4, 2009	15-183
TAYLOR MADE GROUP	Canada	568946	October 17, 2002	Registered; Renewal Due Oct. 17, 2017	15-141
TAYLOR MADE GROUP (Class 6)	New Zealand	303381	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-184
TAYLOR MADE GROUP (Class 7)	New Zealand	303382	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-387
TAYLOR MADE GROUP (Class 8)	New Zealand	303383	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-388
TAYLOR MADE GROUP (Class 9)	New Zealand	303384	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-389
TAYLOR MADE GROUP (Class 11)	New Zealand	303385	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-390
TAYLOR MADE GROUP (Class 12)	New Zealand	303386	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-391
TAYLOR MADE GROUP (Class 17)	New Zealand	303387	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-392
TAYLOR MADE GROUP (Class 20)	New Zealand	303388	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-393

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<b>MARK</b>	<b>COUNTRY</b>	<b>SERIAL NO./ REG. NO.</b>	<b>FILING DATE/ ISSUE DATE</b>	<b>STATUS</b>	<b>OUR REF.</b>
TAYLOR MADE GROUP (Class 22)	New Zealand	303389	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-394
TAYLOR MADE GROUP (Class 24)	New Zealand	303390	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-395
TAYLOR MADE GROUP (Class 28)	New Zealand	303391	December 24, 1998	Registered; Renewal Due Dec. 24, 2015	15-396
TAYLOR MADE PRODUCTS	Canada	566,480	August 27, 2002	Registered; Renewal Due Aug. 27, 2017	15-144
TAYLOR MADE PRODUCTS (Class 6)	China	4674269	May 23, 2005	Pending	15-365
TAYLOR MADE PRODUCTS (Class 8)	China	4674268	May 23, 2005	Pending	15-366
TAYLOR MADE PRODUCTS (Class 9)	China	4674267	May 23, 2005	Pending	15-367
TAYLOR MADE PRODUCTS (Class 11)	China	4674266	May 23, 2005	Pending	15-368
TAYLOR MADE PRODUCTS (Class 12)	China	4674265	May 23, 2005	Pending	15-369
TAYLOR MADE PRODUCTS (Class 17)	China	4674264	May 23, 2005	Pending	15-370
TAYLOR MADE PRODUCTS (Class 21)	China	4674263	May 23, 2005	Pending	15-371
TAYLOR MADE PRODUCTS (Class 22)	China	4674262	May 23, 2005	Pending	15-372
TAYLOR MADE PRODUCTS (Class 24)	China	4674261	May 23, 2005	Pending	15-373
TAYLOR MADE PRODUCTS (Class 28)	China	4674260	May 23, 2005	Pending	15-374
TAYLOR MADE PRODUCTS (Classes 6, 8, 9, 11, 12, 17, 21, 22, 24 & 28)	Taiwan	94023169	May 13, 2005	Pending	15-328
TAYLOR MADE SYSTEMS	Canada	566,475	August 27, 2002	Registered; Renewal Due Aug. 27, 2017	15-145
TAYLORMARINE.COM	Canada	511,991	May 18, 1999	Registered; Renewal Due May 18, 2014	15-142
TAYLOR TARP	China		April 13, 2005	Pending	15-318

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MARK	COUNTRY	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
TAYLOR TARP	Taiwan	94010545	March 10, 2005	Pending	15-319
TRAILERITE	China	4600247	April 13, 2005	Pending	15-320
TRAILERITE	Taiwan	94010546	March 10, 2005	Pending	15-321

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