

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
True Temper Sports, Inc.		12/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	6060 Poplar Avenue		
Internal Address:	Suite 101		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	2933160	ALPHA Q	
Registration Number:	2997316	ALPHA Q	
Registration Number:	1643717	BLACK GOLD	
Registration Number:	2978655	BLUE	
Registration Number:	3253307	CARBON ROOTING TECHNOLOGY CRT	
Registration Number:	0980306	COMET	
Registration Number:	0562535	DYNALITE	
Registration Number:	1828401	DYNALITE GOLD	
Registration Number:	2133627	DYNAMIC	
Registration Number:	1298940	DYNAMIC GOLD	
Registration Number:	1833938	DYNAMIC LITE	
Registration Number:	2752027	EI-70	
Registration Number:	1676902	EI-70	

CH \$1865.00 2933160

Registration Number:	3072061	ELIOS
Registration Number:	3252203	EPIC
Registration Number:	2938966	EXTRALITE
Registration Number:	3197392	F-115
Registration Number:	1864315	FCM
Registration Number:	2955707	FLIGHTED
Registration Number:	1822954	FM
Registration Number:	2320724	FM PRECISION
Registration Number:	2373538	FM PRECISION GOLF
Registration Number:	3231818	FREQUENCY TUNED
Registration Number:	1558189	GOLD PLUS
Registration Number:	1209860	GRAFALLOY
Registration Number:	3360836	GS75
Serial Number:	77623118	GS85
Registration Number:	3703319	GS95
Registration Number:	3146367	HOW FAST WILL YOU GO TODAY?
Registration Number:	3684011	ICTECH
Registration Number:	3684012	ICTECH
Registration Number:	1181304	KINETIC
Registration Number:	3230929	M80
Registration Number:	1362185	MICROTAPER
Registration Number:	3698691	
Registration Number:	3374084	NANO FUSE
Registration Number:	3399761	NF N A N O F U S E
Registration Number:	1161106	PHOENIX
Registration Number:	2303575	PRECISION
Registration Number:	2731681	PRECISION
Registration Number:	1320963	PRECISION LITE
Registration Number:	3177664	PRECISION SABER
Registration Number:	2931670	PRECISIONFM
Registration Number:	2928924	PROCUSTOM
Registration Number:	2722458	PROJECT X
Registration Number:	3343199	PROLITE
Registration Number:	2805138	PROLOGIC
Registration Number:	2936315	RELEASE

Registration Number:	2017291	RIFLE
Registration Number:	2313814	RIFLE FLIGHTED
Registration Number:	3106280	RIFLE FLIGHTED LITE
Registration Number:	2173887	RIFLE LITE
Registration Number:	2734981	ROCKET
Registration Number:	2974476	SABER TOUR VECTOR
Registration Number:	1754028	SENIOR CLASSIC
Registration Number:	2048292	SENSICORE
Registration Number:	2793945	SPEED-STEP
Registration Number:	2508169	SPINNER WEDGE
Registration Number:	2885151	TOUR CONCEPT
Registration Number:	2958235	TOUR FLIGHTED
Registration Number:	2613789	TRI GOLD
Registration Number:	2210958	TRUE TEMPER
Registration Number:	3890266	TRUE TEMPER
Registration Number:	0239511	TRUE TEMPER
Registration Number:	0258244	TRUE TEMPER
Registration Number:	1356493	TRUE TEMPER
Registration Number:	1897044	TRUE TEMPER
Registration Number:	2056105	TRUELITE
Registration Number:	1173464	TT LITE
Registration Number:	3034316	TX TECHNOLOGY
Registration Number:	2993296	TX TOUR
Registration Number:	3003718	TX-90
Registration Number:	3901017	XO SHELL
Registration Number:	3077529	XROC

CORRESPONDENCE DATA

Fax Number: (615)259-1470
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 615-259-1308
Email: haverly.macarthur@arlaw.com
Correspondent Name: Haverly MacArthur
Address Line 1: 424 Church Street
Address Line 2: Suite 2800
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:

013190-13

TRADEMARK

REEL: 004444 FRAME: 0517

NAME OF SUBMITTER:	Haverly MacArthur
Signature:	/Haverly MacArthur/
Date:	01/06/2011
Total Attachments: 10 source=BoA - True Temper - Trademark Security Agmt (2)#page1.tif source=BoA - True Temper - Trademark Security Agmt (2)#page2.tif source=BoA - True Temper - Trademark Security Agmt (2)#page3.tif source=BoA - True Temper - Trademark Security Agmt (2)#page4.tif source=BoA - True Temper - Trademark Security Agmt (2)#page5.tif source=BoA - True Temper - Trademark Security Agmt (2)#page6.tif source=BoA - True Temper - Trademark Security Agmt (2)#page7.tif source=BoA - True Temper - Trademark Security Agmt (2)#page8.tif source=BoA - True Temper - Trademark Security Agmt (2)#page9.tif source=BoA - True Temper - Trademark Security Agmt (2)#page10.tif	

TRADEMARK SECURITY AGREEMENT
(UNITED STATES)

TRADEMARK SECURITY AGREEMENT, dated as of the [31st] day of December, 2010, between BANK OF AMERICA, N.A., with a principal place of business at 6060 Poplar Avenue, Suite 101, Memphis, Tennessee 38119 (the "Secured Party), and TRUE TEMPER SPORTS, INC., a Delaware corporation ("Debtor"), with a principal place of business at 8275 Tournament Drive, Suite 200, Memphis, Tennessee 38125.

The Debtor and the Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement and Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement or Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Loan Agreement" means that certain Loan Agreement, dated as of the date hereof, between the Debtor and the Secured Party, as amended from time to time.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means that certain Security Agreement, dated as of the date hereof, between the Debtor, affiliates of Debtor named therein, and the Secured Party, as amended from time to time.

"Patent Security Agreement" means that certain Patent Security Agreement, dated as of the date hereof, between the Debtor, affiliates of Debtor named therein, and the Secured Party, as amended from time to time.

"UCC" means the Uniform Commercial Code as in effect in the State of Tennessee.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, any rules of construction and interpretation applicable to the Loan Agreement and Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Debtor's Indebtedness, including all extensions and renewals thereof, the Debtor hereby grants to the Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all trademarks and service marks, including common law marks, trade names, and other designations of origin, and trademarks and service marks covered by federal and state applications and registrations, (including all those set forth on Schedule A, and hereinafter collectively referred to as the "Marks"); all licenses relating to the Marks; all income and royalties with respect to any licenses relating to the Marks; all rights to sue for past, present or future infringement or unconsented use of the Marks; all rights arising therefrom and pertaining to the Marks; and all extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing, in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis (except to the extent that creation of a security interest therein or the grant of a mortgage thereon would not void or invalidate such application) until such time (if any) that a Statement of Use or Amendment to Allege Use is filed, at which time such application shall automatically become part of the Collateral and subject to the security interest pledged herein.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 9.

SECTION 3. Supplement to Loan Agreement and Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Loan Agreement, Security Agreement, and any other security documents referred to therein. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in, the Loan

Agreement, Security Agreement, and any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party.

SECTION 5. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, the Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 7. Entire Agreement; Amendment. This Agreement and the Loan Agreement, Security Agreement, and Patent Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 3(1) of the Security Agreement. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Loan Agreement and/or the Security Agreement, the terms and provisions of the various agreements shall control in the following order: (1) Loan Agreement, (2) Security Agreement, and (3) this Agreement.

SECTION 8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 9. Termination. Upon payment and performance in full of the Indebtedness, the security interests created by this Agreement shall terminate and the Secured Party (at the Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.

SECTION 10. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 11. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

SECTION 12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

DEBTOR:

TRUE TEMPER SPORTS, INC.

By: 

Title: Sr. V.P., COO, and Secretary

SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____

Title: _____

[Trademark Security Agreement – Signature Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the date first above written.

DEBTOR:

TRUE TEMPER SPORTS, INC.

By: _____

Title: _____

SECURED PARTY:



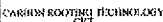


BANK OF AMERICA, N.A.




By: Thomas W. Blaylock

Title: SENIOR VICE PRESIDENT


SCHEDULE A

TO THE TRADEMARK SECURITY AGREEMENT

Mark	Country	Ser./App. No. Filing Date	Registration No. Registration Date	Status
ALPHA Q	US Federal	78-374734 February 26, 2004	2,933,160 March 15, 2005	Registered
ALPHA Q & Design 	US Federal	78-377524 March 3, 2004	2,997,316 September 20, 2005	Registered
AMP	US Federal	85-158731 October 22, 2010		Pending
BLACK GOLD	US Federal	74-029645 February 16, 1990	1,643,717 May 7, 1991	Registered
BLACKBIRD	US Federal	77-834188 September 24, 2009		Pending
BLUE & Design 	US Federal	78-232941 April 2, 2003	2,978,655 July 26, 2005	Registered
BOOYAH	US Federal	85-158718 October 22, 2010		Pending
CARBON ROOTING TECHNOLOGY CRT 	US Federal	78-834366 March 10, 2006	3,253,307 June 19, 2007	Registered
COMET (Stylized) 	US Federal	72-450585 April 3, 1973	980,306 March 12, 1974	Registered
DG SPINNER	US Federal	85-088495 July 20, 2010		Pending
DYNALITE	US Federal	71-602579 August 22, 1950	562,535 August 5, 1952	Registered
DYNALITE GOLD	US Federal	74-412991 July 12, 1993	1,828,401 March 29, 1994	Registered
DYNAMIC	US Federal	74-611032 December 14, 1994	2,133,627 February 3, 1998	Registered
DYNAMIC GOLD	US Federal	73-372476 June 30, 1982	1,298,940 October 2, 1984	Registered
DYNAMIC LITE	US Federal	74-412993 July 12, 1993	1,833,938 May 3, 1994	Registered
EI-70	US Federal	76-373073 February 19, 2002	2,752,027 August 19, 2003	Registered
EI-70 & Design 	US Federal	74-142303 February 25, 1991	1,676,902 February 25, 1992	Registered
ELIOS	US Federal	78-449162 July 12, 2004	3,072,061 March 21, 2006	Registered
EPIC	US Federal	78-275918 July 18, 2003	3,252,203 June 12, 2007	Registered
EXTRALITE	US Federal	76-558833 November 10, 2003	2,938,966 April 5, 2005	Registered

Mark	Country	Ser./App. No. Filing Date	Registration No. Registration Date	Status
F-115	US Federal	78-492395 September 30, 2004	3,197,392 January 9, 2007	Registered
FCM	US Federal	74-335264 November 27, 1992	1,864,315 November 22, 1994	Registered
FLIGHTED	US Federal	78-273761 July 14, 2003	2,955,707 May 24, 2005	Registered
FM	US Federal	74-335971 November 30, 1992	1,822,954 February 22, 1994	Registered
FM PRECISION	US Federal	75-549708 September 8, 1998	2,320,724 February 22, 2000	Registered
FM PRECISION GOLF	US Federal	75-470802 April 20, 1998	2,373,538 August 1, 2000	Registered
FREQUENCY TUNED	US Federal	78-670513 July 14, 2005	3,231,818 April 17, 2007	Registered
GOLD PLUS	US Federal	73-758788 October 20, 1988	1,558,189 September 26, 1989	Registered
GRAFALLOY	US Federal	73-219907 June 18, 1979	1,209,860 September 21, 1982	Registered
GS75	US Federal	78-899527 June 2, 2006	3,360,836 December 25, 2007	Registered
GS85	US Federal	77-623118 November 28, 2008		Pending
GS95	US Federal	77-623121 November 28, 2008	3,703,319 October 27, 2009	Registered
HOW FAST WILL YOU GO TODAY?	US Federal	78-412586 May 4, 2004	3,146,367 September 19, 2006	Registered
ICTECH	US Federal	77-470597 May 9, 2008	3,684,011 September 15, 2009	Registered
ICTECH & Design 	US Federal	77-470614 May 9, 2008	3,684,012 September 15, 2009	Registered
KINETIC	US Federal	73-269505 July 9, 1980	1,181,304 December 8, 1981	Registered
M80	US Federal	78-562475 February 8, 2005	3,230,929 April 17, 2007	Registered
MICROTAPER	US Federal	73-530402 April 3, 1985	1,362,185 September 24, 1985	Registered
MISCELLANEOUS DESIGN 	US Federal	77-707175 April 6, 2009	3,698,691 October 20, 2009	Registered
NANO FUSE	US Federal	78-785894 January 5, 2006	3,374,084 January 22, 2008	Registered
NFNANO FUSE & Design 	US Federal	78-785912 January 5, 2006	3,399,761 March 18, 2008	Registered
PHOENIX	US Federal	73-178877 July 20, 1978	1,161,106 July 14, 1981	Registered

Mark	Country	Ser./App. No. Filing Date	Registration No. Registration Date	Status
PRECISION & Design PRECISION	US Federal	75-461295 April 3, 1998	2,303,575 December 28, 1999	Registered
PRECISION & Design PRECISION	US Federal	76-414590 May 31, 2002	2,731,681 July 1, 2003	Registered
PRECISION LITE	US Federal	73-483777 June 6, 1984	1,320,963 February 19, 1985	Registered
PRECISION SABER	US Federal	78-275622 July 17, 2003	3,177,664 November 28, 2006	Registered
PRECISIONFM & Design PRECISION <i>fm</i>	US Federal	78-186211 November 18, 2002	2,931,670 March 8, 2005	Registered
PROCUSTOM	US Federal	78-373174 February 24, 2004	2,928,924 March 1, 2005	Registered
PROJECT X	US Federal	76-335745 November 9, 2001	2,722,458 June 3, 2003	Registered
PROLITE PROLITE	US Federal	77-125688 March 8, 2007	3,343,199 November 27, 2007	Registered
PROLOGIC	US Federal	75-652742 October 14, 1998	2,805,138 January 13, 2004	Registered
RELEASE	US Federal	78-382155 March 11, 2004	2,936,315 March 29, 2005	Registered
RIFLE	US Federal	74-727822 September 12, 1995	2,017,291 November 19, 1996	Registered
RIFLE FLIGHTED	US Federal	75-577936 October 26, 1998	2,313,814 February 1, 2000	Registered
RIFLE FLIGHTED LITE	US Federal	78-575359 February 25, 2005	3,106,280 June 20, 2006	Registered
RIFLE LITE	US Federal	75-227747 January 17, 1997	2,173,887 July 14, 1998	Registered
ROCKET	US Federal	75-169919 September 23, 1996	2,734,981 July 8, 2003	Registered
SABER TOUR VECTOR	US Federal	78-361138 February 2, 2004	2,974,476 July 19, 2005	Registered
SENIOR CLASSIC	US Federal	74-181199 July 1, 1991	1,754,028 February 23, 1993	Registered
SENSICORE	US Federal	74-712041 August 7, 1995	2,048,292 March 25, 1997	Registered
SPEED-STEP	US Federal	76-427665 July 5, 2002	2,793,945 December 16, 2003	Registered
SPINNER WEDGE	US Federal	76-087704 July 13, 2000	2,508,169 November 13, 2001	Registered
TOUR CONCEPT	US Federal	78-192902 December 10, 2002	2,885,151 September 14, 2004	Registered
TOUR FLIGHTED	US Federal	78-273776 July 14, 2003	2,958,235 May 31, 2005	Registered
TRI GOLD	US Federal	75-897862 January 18, 2000	2,613,789 September 3, 2002	Registered
TRUE TEMPER	US Federal	75-381755 October 30, 1997	2,210,958 December 15, 1998	Registered

Mark	Country	Ser./App. No. Filing Date	Registration No. Registration Date	Status
TRUE TEMPER	US Federal	85-034378 May 10, 2010		Pending
TRUE TEMPER (Stylized) TRUE TEMPER	US Federal	71-218590 August 10, 1925	239,511 March 6, 1928	Registered
TRUE TEMPER (Stylized) TRUE TEMPER	US Federal	71-279522 February 18, 1929	258,244 July 2, 1929	Registered
TRUE TEMPER (Stylized) TRUE TEMPER	US Federal	73-524059 February 25, 1985	1,356,493 August 27, 1985	Registered
TRUE TEMPER (Stylized) TRUE TEMPER	US Federal	74-412189 July 12, 1993	1,897,044 May 30, 1995	Registered
TRUELITE	US Federal	74-688450 June 15, 1995	2,056,105 April 22, 1997	Registered
TT LITE	US Federal	73-286059 November 17, 1980	1,173,464 October 13, 1981	Registered
TX TECHNOLOGY	US Federal	78-357620 January 26, 2004	3,034,316 December 27, 2005	Registered
TX TOUR	US Federal	78-352282 January 15, 2004	2,993,296 September 6, 2005	Registered
TX-90	US Federal	78-359412 January 29, 2004	3,003,718 October 4, 2005	Registered
XO SHELL & Design 	US Federal	77-470589 May 9, 2008		Pending
XROC	US Federal	78-372945 February 24, 2004	3,077,529 April 4, 2006	Registered