

10-17-2002

Docket No.:

TM3234



102252273

Attached original documents or copy thereof.

To the Honorable Commissioner of Patent:

1. Name of conveying party(ies):

Merit Golf Company

- Individual(s)
- General Partnership
- Corporation-State Georgia
- Other _____

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies):

0

Name: Kelly Pioneer Group, Inc.

Internal Address: _____

Street Address: 756 River Road

City: Fair Haven State: NJ ZIP: 07704

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,628,438

Additional numbers Yes No

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

Name: Callaway Golf Company

Internal Address: c/o Michael A. Catania

Street Address: 2285 Rutherford Road

City: Carlsbad State: Ca ZIP: 92008-

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500303

10/16/2002 TDIAZ1 00000251 500303 1628438
01 FC:8521 40.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael A. Catania

Name of Person Signing

Michael A. Catania

Signature

September 17, 2002

Date

Total number of pages including cover sheet, attachments, and

2

ASSIGNMENT OF TRADEMARK

This assignment is made between Merit Golf Company, a GEORGIA Corporation with its principal place of business located at 1075-A Cobb International Place, Kennesaw, Georgia 30152 (hereinafter "Assignor") and Kelly Pioneer Group, Inc., a New York Corporation with its principal place of business located at 756 River Road, Fair Haven, New Jersey 07704 (hereinafter "Assignee").

WHEREAS, Assignor owns a United States trademark registration for the mark "FUSION" (hereinafter the "Mark") in the United States Patent and Trademark Office, Registration Number 1,628,438

WHEREAS, Assignee is desirous of acquiring the mark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has assigned and transferred to the Assignee all right, title and interest in and to the Mark in the United States and in all other countries, together with the goodwill of the business connected with the use of and symbolized by the Mark, the business that pertains to the Mark, and the above identified registration for the Mark. This assignment includes the right to sue and recover damages for past and future infringements of the Assignor's rights in the Mark and to bring any proceeding in the United States Patent and Trademark Office or any other country's equivalent office for cancellation or opposition in connection with said Mark. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns, as fully and exclusively as if it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordation of this assignment, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Mark in Assignee or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignor represents that the person executing this assignment has the authority to execute it and has executed this document on the date indicated.

Signed at: Kennesaw GEORGIA this 6 day of September, 2002.

By: Stan Stabner, President

Printed Name: STAN STABNER