

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):

The Top-Flite Golf Company

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 09/15/2003

2. Name and address of receiving party(ies)

Name: Callaway Golf Company

Internal

Address:

Street Address: 2180 Rutherford Road

City: Carlsbad State: CA Zip: 92008-7328

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) SEE ATTACHED

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Peter A. Arturi

Internal Address: The Top-Flite Golf Company, a

Wholly-Owned Subsidiary of Callaway Golf

Company

Street Address: 425 Meadow Street

City: Chicopee State: MA Zip: 01013

6. Total number of applications and registrations involved: 180

7. Total fee (37 CFR 3.41) \$ 4515

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

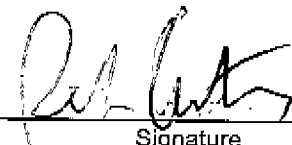
170150

DO NOT USE THIS SPACE

9. Signature.

Peter A. Arturi, Assistant Secretary

Name of Person Signing



Signature

09/23/2003

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

700045231

TRADEMARK
REEL: 002720 FRAME: 0662

CH \$4515.00 170150 78137059

| MARK | REGISTRATION NO. |
|--|------------------|
| 392 | 1318338 |
| A PASSION FOR EXCELLENCE | 2296160 |
| AERO | 2450920 |
| AIR-FLITE | 507637 |
| AMERICA'S FIRST GOLF BALL | 1442592 |
| APEX | 896409 |
| APEX | 1005869 |
| APEX EDGE | 2532959 |
| APEX PLUS | 2421271 |
| ASCENT | 1602540 |
| ASSISTRAP | 2137527 |
| B H and design | 746195 |
| BEN HOGAN | 1189316 |
| BEN HOGAN | 2560517 |
| BEN HOGAN (STYLIZED) | 627695 |
| BEN HOGAN (STYLIZED) | 646141 |
| BEN HOGAN (STYLIZED) | 2430547 |
| BIRDIE | 510317 |
| CASH-IN | 504175 |
| CUSHION CONTROL | 799789 |
| MISCELLANEOUS DESIGN | 2010268 |
| MISCELLANEOUS DESIGN | 2270798 |
| MISCELLANEOUS DESIGN | 2378558 |
| MISCELLANEOUS DESIGN | 2274439 |
| MISCELLANEOUS DESIGN | 2274440 |
| MISCELLANEOUS DESIGN | 833270 |
| MISCELLANEOUS DESIGN | 513361 |
| MISCELLANEOUS DESIGN | 1867000 |
| MISCELLANEOUS DESIGN | 1096133 |
| MISCELLANEOUS DESIGN | 2562602 |
| DIRECTOR | 2121548 |
| DURA-FLITE | 1447758 |
| DURA-PLY | 746859 |
| EAGLE | 507647 |
| ELITE | 810975 |
| ELITE (*) | 1346444 |
| ENCORE | 862336 |
| EPIC | 1232899 |
| EXCEL | 2027807 |
| EXECUTIVE EZX | 2060704 |
| EXECUTIVE GOLD | 2151145 |
| EXECUTIVE LIMITED | 1558242 |
| EXECUTIVE X-TREME | 2214746 |
| EXPEDITION | 2209271 |
| EXPLOSIVE DISTANCE. AMAZING SOFT FEEL. | 2423253 |

| MARK | REGISTRATION NO. |
|-----------------------------|------------------|
| EXTRA CARRY | 2435898 |
| FAST-FLITE | 1461115 |
| GO-FLITE | 797747 |
| GOLF AND CASH | 2586891 |
| HIGH-FLITE 90 | 1405979 |
| HIGH-FLITE | 1359375 |
| HOGAN | 949262 |
| HOGAN STAR | 746854 |
| HOGAN'S ALLEY | 2496424 |
| INTREPID | 2107397 |
| LEADER | 1057792 |
| LEGACY | 1026881 |
| LEGACY | 2102440 |
| LEGACY and design | 2193362 |
| LEGEND | 1053000 |
| M and design | 1230028 |
| MAGNA | 2144731 |
| MAGNA DISTANCE | 2213069 |
| MARQUIS | 1301900 |
| MEDALLION | 2034393 |
| MICRO GROOVE | 2124507 |
| MOLITOR | 1101600 |
| NOSTALGIA | 2058217 |
| PARADOX | 2034403 |
| PERSIMMONITE | 799067 |
| POLY-TECH | 2189076 |
| POWER THRUST | 746868 |
| POWER WEIGHTED | 507626 |
| PRO CALIBER | 1479200 |
| PRO CALIBER | 1559067 |
| PRO-FLITE | 1465621 |
| PRO-OFFSET | 2037441 |
| PROFESSIONAL II | 1360830 |
| PURE DISTANCE | 2586655 |
| RENEGADE | 1549247 |
| S.O.A.R. | 2619066 |
| SKY-FLITE | 1233762 |
| SO LONG IT'S ALMOST ILLEGAL | 2574579 |
| SPALDING LONG DISTANCE II | 2075799 |
| SPEED SLOT | 746196 |
| SPEED-FLITE | 1386909 |
| SPOILER | 2241265 |
| STRATA | 2184452 |
| STRATA | 2379441 |
| STRATA DISTANCE | 2251636 |

| MARK | REGISTRATION NO. |
|------------------------------|------------------|
| STRATA TOUR | 2178991 |
| STRATA-FLITE | 1362151 |
| SUN JET | 1280836 |
| SUPER RANGE | 1077984 |
| SUPER-FLITE | 1047329 |
| SUPER-FLITE | 1461114 |
| SURE FLITE | 1363575 |
| SURE-OUT | 1020613 |
| SWITCH...LOWER YOUR SCORES | 2551786 |
| THE LONGEST BALLS | 1457600 |
| THE MARK OF EXCELLENCE | 1452681 |
| THE MOST PLAYED NAME IN GOLF | 2143147 |
| TITANIUM 400 | 2226052 |
| TITANIUM EXTREME | 2373742 |
| TOP FLITE L.C. | 1242197 |
| TOP-FLITE | 505779 |
| TOP-FLITE | 1841927 |
| TOP-FLITE | 2082753 |
| TOP-FLITE | 2712155 |
| TOP-FLITE | 2562007 |
| TOP-FLITE | 2599666 |
| TOP-FLITE (STYLIZED) | 1910241 |
| TOP-FLITE (STYLIZED) | 2173628 |
| TOP-FLITE 100 | 1059421 |
| TOP-FLITE 100 | 2152493 |
| TOP-FLITE 1000 | 1893674 |
| TOP-FLITE 18 | 1516523 |
| TOP-FLITE 18 GOLD | 2295825 |
| TOP-FLITE AND DESIGN | 2110566 |
| TOP-FLITE EXP | 2180710 |
| TOP-FLITE GOLF AND CASH | 2630601 |
| TOP-FLITE HOT XL | 2180942 |
| TOP-FLITE II | 1483678 |
| TOP-FLITE MAGNA EX | 2177087 |
| TOP-FLITE MAGNA EX-W | 2098070 |
| TOP-FLITE PLUS | 1395892 |
| TOP-FLITE TL 3000 | 2108715 |
| TOP-FLITE TL 4000 | 2038943 |
| TOP-FLITE TOUR SD | 2080640 |
| TOP-FLITE XL | 1181280 |
| TOUR 1000 | 1482504 |
| TOUR ACE | 1279079 |
| TOUR FLITE 18 | 2059701 |
| TOUR IMPACT | 2207390 |
| X-OUTS | 1872099 |
| XL 2000 | 2364705 |

| MARK | REGISTRATION NO. |
|--------------|-------------------------|
| XL 3000 | 2572234 |
| XL CLASSIC | 2256821 |
| XL-W | 2032599 |
| XPS-200 | 2160126 |
| Z-BALATA | 2081846 |
| Z-BALATA 100 | 2084254 |
| Z-BALATA 90 | 2000238 |
| ZINTHANE | 1449888 |
| ZS BALATA | 2170897 |
| ZYLIN | 2199501 |

| MARK | APPLICATION NO. |
|--------------------------|------------------------|
| A PASSION FOR EXCELLENCE | 78/137059 |
| B H and design | 78/106200 |
| B H and design | 78/185465 |
| BEN HOGAN | 78/047224 |
| BEN HOGAN (STYLIZED) | 78/180395 |
| BEN HOGAN (STYLIZED) | 78/180371 |
| BEN HOGAN (STYLIZED) | 78/191480 |
| CALENDAR GIFT PACK | 75/616187 |
| MISCELLANEOUS DESIGN | 78/116816 |
| MISCELLANEOUS DESIGN | 78/188440 |
| MISCELLANEOUS DESIGN | 78/120996 |
| MISCELLANEOUS DESIGN | 78/263897 |
| ELEGANCE | 78/123220 |
| HOGAN (STYLIZED) | 78/184985 |
| HOGAN (STYLIZED) | 78/180398 |
| HOGAN'S ALLEY | 78/184132 |
| HOGAN'S ALLEY | 78/184174 |
| HOGAN'S ALLEY | 78/184155 |
| IMPACT | 78/133706 |
| SLICKOTE | 78/227850 |
| STRATA | 75/797334 |
| SYNCHRODYNE | 78/123394 |
| TF and design | 78/170547 |
| TF and design | 78/170537 |
| TF and design | 78/170555 |
| TOP-FLITE (STYLIZED) | 78/128960 |
| TOP-FLITE | 78/068494 |
| TOP-FLITE | 78/068173 |
| TOP-FLITE | 78/068176 |
| TOP-FLITE | 78/125077 |
| TOP-FLITE (STYLIZED) | 78/068173 |
| TOP-FLITE | 78/067840 |
| TOP-FLITE XL | 78/111913 |
| TOUR STRAIGHT | 78/018564 |
| TOUR ULTIMATE | |

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of September 15, 2003 by and among The Top-Flite Golf Company (f/k/a Spalding Sports Worldwide, Inc.), a Delaware corporation and LISCO Sports, Inc. a Delaware corporation (collectively "Assignors"), and Callaway Golf Company, a Delaware corporation ("Assignee").

RECITALS

A. The Top-Flite Golf Company (f/k/a Spalding Sports Worldwide, Inc.) and Callaway Golf Company have entered into the Asset Purchase Agreement dated as of June 30, 2003, as amended (the "Purchase Agreement").

B. Pursuant to Section 1.1 of the Purchase Agreement, Assignors desire to assign to Assignee, and Assignee desires to acquire all of Assignors' right, title, and interest in and to all of the trademark registrations and applications listed on Exhibit A, including all goodwill associated therewith, (collectively, the "Assigned Trademarks").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Purchase Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the assignment of Intellectual Property required by the Purchase Agreement, Assignors hereby agree as follows:

1. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignors do hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in and to the Assigned Trademarks, free and clear of all liens, mortgages, options, charges, title defects, security interests and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.
3. Assignors represent, warrant, and covenant that the execution and delivery of this Assignment does not breach any agreement to which Assignors are a party, and Assignors have not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

4. As may be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignors agree to assist Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Trademarks and (ii) secure Assignee's rights in the Assigned Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Trademarks.

5. Assignors hereby authorize and request the United States Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNORS:

THE TOP-FLITE GOLF COMPANY

By: *Peter A. Arturi*
Name: Peter A. Arturi

Title: Vice President, Secretary and General Counsel

LISCO SPORTS, INC.

By: *Peter A. Arturi*
Name: Peter A. Arturi

Title: Vice President, Secretary and General Counsel

ASSIGNEE:

CALLAWAY GOLF COMPANY

By: *Ronald A. Drozhan*
Name: Ronald A. Drozhan

Title: Chairman of the Board, President and Chief Executive Officer

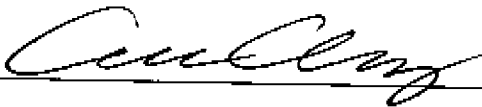
Acknowledgement by Notary Public

State of New York

County of New York

On this 15th day of September 2003, before me, the undersigned Notary Public, personally appeared Peter L. Arthur, 2nd, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: 

Name: _____, Notary Public

CONNIE J. CHUNG
Notary Public, State of New York
No. 01CH6080649
Qualified in New York County
Commission Expires Sept. 23, 2006


Acknowledgement by Notary Public

State of New York

County of New York

On this 15th day of September, 2003, before me, the undersigned Notary Public, personally appeared Ronald Drapeau, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: 

Name: _____, Notary Public

CONNIE J. CHUNG
Notary Public, State of New York
No. 01CH6080648
Qualified in New York County
Commission Expires Sept. 23, 2008

EXHIBIT A