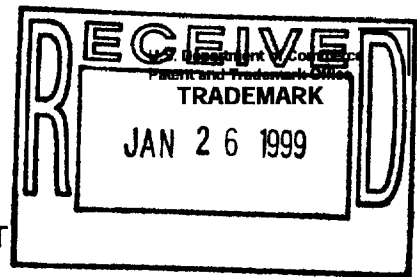


01-27-1999



100951373

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



1-26-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

1-26-99

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Odyssey Golf, Inc.

Execution Date  
Month Day Year  
12301998

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization CA

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation, as Agent for Lenders

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 201 High Ridge Road

Address (line 2) \_\_\_\_\_

Address (line 3) Stamford CT 06927-5100

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization NY

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/26/1999 DNGUYEN 00000211 75464361

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
300.00 DP

340E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1844 FRAME: 0935

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Edward D. Eddy, III



1/25/99

Name of Person Signing

Signature

Date Signed

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 30, 1998, by ODYSSEY GOLF, INC., a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrower, Grantor, as Credit Party, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Subsidiaries Security Agreement");

WHEREAS, pursuant to the Subsidiaries Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Subsidiaries Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Subsidiaries Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ODYSSEY GOLF, INC.**

By: David A. Rane

Name: David A. Rane



Title: Vice President and  
Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK SECURITY AGREEMENT (ODYSSEY)

**TRADEMARK**  
**REEL: 1844 FRAME: 0939**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ODYSSEY GOLF, INC.**

By: \_\_\_\_\_

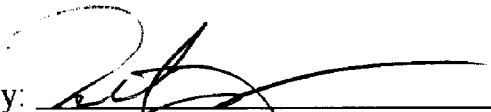
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,**

as Agent

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK SECURITY AGREEMENT (ODYSSEY)

**TRADEMARK  
REEL: 1844 FRAME: 0940**

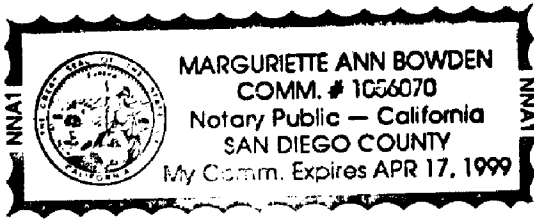
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On January 21, 1999, before me, Marguriette Ann Bowden, the undersigned Notary Public, personally appeared David A. Rane, personally known to me - ~~OR - proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Notary seal)

A handwritten signature in cursive script that reads "Marguriette Ann Bowden".

Marguriette Ann Bowden  
Notary Public

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
-------------	-----------------	-------------

*See Attached*

TRADEMARK APPLICATIONS

*See Attached*

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
--------------------------	----------------	--------------------------



**Disclosure Schedule I to  
Trademark Security Agreement**

**Registered Trademarks By Country  
(Odyssey Golf, Inc.)**

**CONFIDENTIAL**

Country	Trademark	Docket Number	Application No.	Filing Date	Registration No.	Registration Date	Classes
Australia	Odyssey	CGTM4		22-Nov-96	722555	22-Nov-96	28
Brunei	Odyssey	CGTM4	24386	06-Dec-94	21684	06-Dec-97	28
Canada	Odyssey	CGTM4			TMA385597	07-Jun-91	28
Chile	Odyssey	CGTM4	363016	03-Dec-96	491428	11-Aug-97	28
China	Odyssey	CGTM16	9601373352	13-Dec-96	2152515	21-Feb-98	25
	Odyssey	CGTM4	960137333	13-Dec-96	1146489	28-Jan-98	28
	Odyssey & Design	CGTM6	960137335	13-Dec-96	1146491	28-Jan-98	28
Colombia	Odyssey	CGTM4	97017519	07-Apr-97	202577	29-Oct-97	28
Fed. Republic of Germany	Odyssey	CGTM4		16-Dec-96	39654624	16-Dec-96	28
	Odyssey & Design	CGTM5		27-Jan-97	39651056	27-Jan-97	25
	Odyssey & Design	CGTM6			39644350	12-Oct-96	28
	Swirl Device	TM3050	398580022/28	08-Oct-98	39858002	13-Nov-98	28
France	Odyssey	CGTM4		16-Dec-96	96655671	16-Dec-96	28

DISCLOSURE SCHEDULE I to Trademark Security Agreement - CONFIDENTIAL

Country	Trademark	Docket Number	Application No.	Filing Date	Registration No.	Registration Date	Classes
	Odyssey & Design	CGTM5		25-Nov-96	96652215	25-Nov-96	25
Hong Kong	Odyssey	CGTM16			93	24-Feb-84	25
Indonesia	Stronomic	CGTM9		17-Nov-94	351085	17-Nov-94	28
Japan	Callaway & Design	10522	59-131518	19-Dec-84	4090258	12-Dec-97	17X
	Callaway & Design	10832	5-126143	16-Dec-93	4179404	21-Aug-98	25
	Callaway Golf	C-7-57	4-38324	30-Mar-92	4073770	24-Oct-97	17X
	Callaway Golf Katakana & Design	C-7-61	4-38328	30-Mar-92	4087893	05-Dec-97	17X
	Odyssey	CGTM4	06-119709	25-Nov-94	3264176	24-Feb-97	28
	Stronomic	CGTM9	4-296898	05-Oct-92	3095463	30-Nov-95	28
Korea (South)	Odyssey	CGTM4			325781	03-Nov-95	43X
	Stronomic	CGTM8 X	19474/95	18-May-95		11-Sep-96	24X
Malaysia	Odyssey	CGTM4	94/10623	16-Nov-94	94/10623	22-Dec-97	28
Thailand	Odyssey	CGTM4	329247	28-Feb-97	329247	28-Feb-97	28
United Kingdom	Odyssey	CGTM4		10-Nov-94	2001943	10-Nov-94	28
	Stronomic	CGTM9		10-Nov-97	2001887	10-Nov-94	28

Country	Trademark	Docket Number	Application No.	Filing Date	Registration No.	Registration Date	Classes
United States of America	Dual Force	CGTM3	74/469406	14-Dec-93	1864809	29-Nov-94	28
	Lyconite	TM3045	75/431512	10-Feb-98	2207347	01-Dec-98	28
	Odyssey	CGTM4	74/094347	05-Sep-90	1704295	28-Jul-92	28
	Stronomic	CGTM8 X	75/389618	13-Nov-97	2187945	08-Sep-98	28
	Stronomic	CGTM8	74/107547	22-Oct-90	1661827	22-Oct-91	28

Schedule I to Trademark  
Security Agreement

Pending Trademarks By Country  
(Odyssey Golf, Inc.)

CONFIDENTIAL

Country	Trademark	Docket Number	Application No.	Filing Date	Registration No.	Registration Date	Classes
Argentina	Odyssey	CGTM5	2054033	23-Oct-96			25
	Odyssey	CGTM4	2054034	23-Oct-96			28
Brunei	Odyssey & Design	CGTM5	27288	12-Feb-97			25
	Stronomic	CGTM8	24520	18-Jan-95			
Canada	Odyssey & Design	CGTM5	831192	10-Dec-96			25
	Swirl Device	TM3050	892583	08-Oct-98			28
China	Odyssey & Design	CGTM5	960137332	13-Dec-96			25
Hong Kong	Odyssey	CGTM4	15491/1996	09-Dec-96			28
	Odyssey & Design	CGTM5	15490/1996	09-Dec-96			25
	Swirl Device	TM3050	98/13499	12-Oct-98			28
Indonesia	Odyssey	CGTM4	H4HC01012190	17-Nov-94			28
	Odyssey & Design	CGTM5	D972918	20-Feb-97			25
Japan	Odyssey & Design	CGTM5	8-141245	12-Dec-96			25

Country	Trademark	Docket Number	Application No.	Filing Date	Registration No.	Registration Date	Classes
	Odyssey Golf Katakana & Design	CGTM19	9-28010	14-Mar-97			28
	Swirl Device	TM3050	10-88980	19-Oct-98			28
<b>Korea (South)</b>	Odyssey	CGTM4 X	541/96	09-Oct-96			43X
	Swirl Device	TM3050	26536/98	13-Oct-98			28
<b>Malaysia</b>	Odyssey & Design	CGTM5	97/01339	30-Jan-97			25
	Stronomic	CGTM9	95/00159	06-Jan-95			28
<b>Mexico</b>	Odyssey	CGTM5	278644	01-Nov-96			25
	Odyssey	CGTM4	278646	01-Nov-96			28
<b>New Zealand</b>	Odyssey	CGTM4	269846	22-Nov-96			28
	Odyssey & Design	CGTM5	269845	22-Nov-96			25
<b>Philippines</b>	Odyssey	CGTM4	116916	10-Jan-97			28
	Odyssey & Design	CGTM5	118348	20-May-97			25
<b>Singapore</b>	Odyssey	CGTM4	10199/94	23-Nov-94			28
	Odyssey & Design	CGTM5	13609/96	20-Dec-96			25
	Stronomic	CGTM9	188/95	09-Jan-95			28
	Swirl Device	TM3050	10376/98	14-Oct-98			28

Country	Trademark	Docket Number	Application No.	Filing Date	Registration No.	Registration Date	Classes
South Africa	Odyssey	CGTM4	96/16738	25-Nov-96			28
	Odyssey & Design	CGTM5	96/16737	25-Nov-96			25
Sweden	Odyssey	CGTM4	96-11669	16-Dec-96			28
	Odyssey & Design	CGTM5	96-10904	22-Nov-96			25
	Swirl Device	TM3050	9807624	13-Oct-98			28
Taiwan	Odyssey	CGTM4	86006182	04-Feb-97			28
	Odyssey & Design	CGTM5	86006181	04-Feb-97			25
	Swirl Device	TM3050	87049924	13-Oct-98			28
Thailand	Odyssey & Design	CGTM5	329246	28-Feb-97			25
	Odyssey & Design	CGTM5	2116262	21-Nov-96			25
United Kingdom	Odyssey & Design	CGTM5	2178988	07-Oct-98			28
	Swirl Device	TM3050					
United States of America	Black Trapezoid Device	TM3047	75/464361	08-Apr-98			28
	Odyssey	CGTM16	74/044668	02-Apr-90			25
	Odyssey & Design	CGTM5	75/209889	09-Dec-96			25
	Stronomic	CGTM9	75/389618	13-Nov-97			28
	Swirl Device	TM3050	75/454439	23-Mar-98			28

Country	Trademark	Docket Number	Application No.	Filing Date	Registration No.	Registration Date	Classes
	The #1 Putter in Golf	CGTM12	75/279475	22-Apr-97			28
	The Number One Putter in Golf	CGTM14	75/279523	22-Apr-97			28
	Tri Force	TM3068	75/561856	30-Sep-98			28

RECORDED: 01/26/1999

TRADEMARK  
REEL: 1844 FRAME: 0949

SCHEDULE I to Trademark Security Agreement - CONFIDENTIAL