

02-10-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

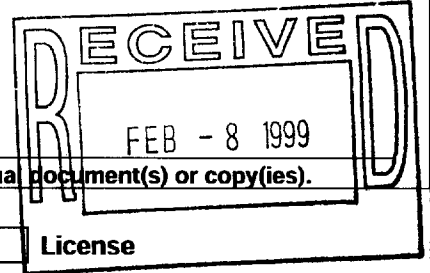


U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRD
2-8-99

100962283

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



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

Submission Type

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

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name Callaway Golf Company Execution Date
Month Day Year 02041999

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation, as Agent for Lenders

DBA/AKATA _____

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 New York

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.)

02/10/1999 DNGUYEN 00000017 75454442

FOR OFFICE USE ONLY

315E

01 FC:481 40.00 DP
02 FC:482 275.00 DP

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: 1851 FRAME: 0528

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

Name of Person Signing

Signature

2/4/99

Date Signed

**AMENDMENT AND SUPPLEMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT AND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made as of this 4th day of February, 1999, by and between CALLAWAY GOLF COMPANY, a California corporation ("Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders ("Agent"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, as defined below.

W I T N E S S E T H:

WHEREAS, Grantor, as Borrower, the Persons named therein as Credit Parties, Agent and Lenders entered into the Credit Agreement dated as of December 30, 1998 (the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered to Agent a Security Agreement dated as of December 30, 1998 (as heretofore or hereinafter amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to Agent a security interest in substantially all of Grantor's Collateral;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered to Agent a Trademark Security Agreement dated as of December 30, 1998 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), pursuant to which Grantor has granted to Agent a security interest in all of Grantor's then owned or existing and thereafter acquired or created Trademark Collateral, as defined therein;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender any and all documents and take such further actions as Lender may deem necessary to obtain the full benefits of its security interest in the Collateral, including in any future or after acquired Trademark Collateral;

WHEREAS, Grantor has notified Agent that Grantor has, in addition to the Trademarks and Trademark Licenses listed on Schedule I to the Trademark Security Agreement, the Trademarks and Trademark Licenses listed on Schedule A attached hereto, and Agent has requested that Grantor enter into this Amendment;

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. Amendment and Supplement to Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby supplemented by Schedule A attached hereto.
2. Acknowledgment of Continuing Security Interest. The Grantor hereby acknowledges and confirms that (i) all of the Obligations are secured by a security interest in all of Grantor's right, title and interest in the Collateral, subject to the provisions of the Credit Agreement, (ii) all representations and warranties in the Security Agreement and Trademark Security Agreement are true, complete and correct as of the date hereof after giving effect to this Amendment, and (iii) Agent shall be entitled to take any and all actions contemplated by the Security Agreement and Trademark Security Agreement subject to the provisions of the Credit Agreement.
3. Conditions to Effectiveness. This Amendment shall become effective as of the date first written above upon the execution of this Amendment by Grantor and Agent.
4. Miscellaneous. This Amendment is a Loan Document. The headings herein are for convenience of reference only and shall not alter or otherwise affect the meaning hereof. Except to the extent specifically amended, supplemented or modified hereby, the provisions of the Trademark Security Agreement shall not be amended, modified, impaired or otherwise affected hereby, and the Trademark Security Agreement is hereby confirmed in full force and effect. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.
5. Reference to and Effect on Security Agreement. Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import shall mean and be a reference to the Trademark Security Agreement as amended and supplemented hereby.
6. Counterparts. This Amendment may be executed in any number of counterparts which together shall constitute one instrument.
7. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to agreements made and performed in that state.

[signature page follows]

IN WITNESS WHEREOF, Agent and Grantor have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

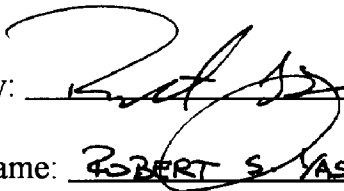
CALLAWAY GOLF COMPANY

By: _____

Name: _____

Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION

By:  _____

Name: ROBERT S. YASUDA

Its Duly Authorized Signatory

IN WITNESS WHEREOF, Agent and Grantor have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

CALLAWAY GOLF COMPANY

By: David A. Rane

Name: David A. Rane

Title: Executive Vice President, Administration and Planning, and Chief Financial Officer



GENERAL ELECTRIC CAPITAL CORPORATION

By: _____

Name: _____

Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of _____, ____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Callaway Golf Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On February 4, 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)

Marguriette Ann Bowden
Marguriette Ann Bowden
Notary Public

SCHEDULE A
to
AMENDMENT AND SUPPLEMENT
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Callaway	2213268	12/22/98
Callaway Golf Center	2211911	12/15/98
Callaway Golf Center Medallion & Design	2211914	12/15/98
Callaway Golf Experience	2212504	12/22/98

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Callaway	75/454442	3/23/98
Callaway & Design	75/128032	7/1/96
Callaway Golf	75/454440	3/23/98
Carlsbad Series	75/597201	11/30/98
Cavity Back Design Pattern	75/466073	4/10/98
Hawk Eye Device	75/590324	11/17/98
Little Bertha	75/464611	4/8/98
Steelhead Golf Club Soleplate Trade Dress	75/560690	11/2/98