

Form PTO-1594
(Rev. 10/02)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

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:

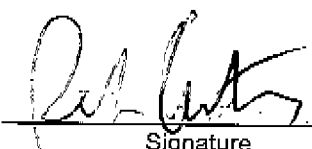
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DO NOT USE THIS SPACE

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. Dropean*
Name: Ronald A. Dropean

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

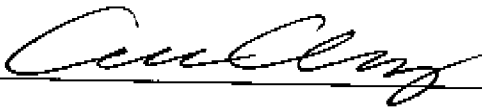
Acknowledgement by Notary Public

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