

FORM PTO-1594 (Modified)  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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TM05/REV03

RECORDATION FORM COVER SHEET

TRADEMARKS / SERVICE MARKS ONLY

Docket No.:

TM3404

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**FrogTrader, Inc.**

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

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

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**

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

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

3. Nature of conveyance:

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

Execution Date: **5/28/04**

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

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

**2,903,115**

Additional numbers  Yes  No

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

Name: **Michael A. Catania**

Internal Address: **Callaway Golf Company**

Street Address: **2180 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**

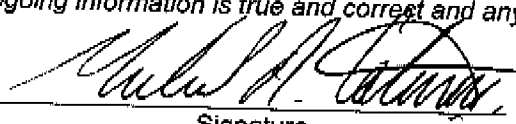
DO NOT USE THIS SPACE

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



Signature

**February 1, 2005**

Date

Total number of pages including cover sheet, attachments, and **2**

Mail documents to be recorded with required cover sheet information to:

Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003021 FRAME: 0945

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ASSIGNMENT OF TRADEMARK

This assignment is made on May 28, 2004 between FrogTrader, Inc., a Texas corporation with its principal place of business located at 7615 Metro Center Boulevard Building 1, Suite B, Austin, Texas 78744 (hereinafter "Assignor") and Callaway Golf Company, a Delaware corporation with its principal place of business located at 2180 Rutherford Road, Carlsbad, California 92008 (hereinafter "Assignee").

WHEREAS, Assignor owns a United States trademark registration for the mark "TRADE IN! TRADE UP!" (hereinafter the "Mark") in the United States Patent and Trademark Office, Registration Number 2,903,115.

WHEREAS, Assignee is desirous of acquiring the Mark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are 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 the Mark. The right, title and interest are 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.

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

Name: David Schoffman

Title: Chief Executive Office