# \$40.00 32522

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM381684

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
True Temper Sports, Inc.		04/22/2016	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Callaway Golf Company	
Street Address:	2180 Rutherford Road	
City:	Carlsbad	
State/Country:	CALIFORNIA	
Postal Code:	92008-7328	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3252203	EPIC

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7609308493

Email: MikeCa@callawaygolf.com
Correspondent Name: Callaway Golf Company
Address Line 1: 2180 Rutherford Road

Address Line 4: Carlsbad, CALIFORNIA 92008

NAME OF SUBMITTER:	Michael A. Catania
SIGNATURE:	/Michael A. Catania/
DATE SIGNED:	04/22/2016

**Total Attachments: 2** 

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TRADEMARK REEL: 005776 FRAME: 0572

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## Trademark Assignment

This Trademark Assignment (hereinafter called this "Assignment") is from TRUE TEMPER SPORTS, INC., a Delaware corporation with its principal place of business at \$275 Tournament Drive, Memphis. Tennessee 38125-8871(hereinafter called "Assignor") to CALLAWAY GOLF COMPANY, a Delaware corporation with its principal place of business at 2180 Rutherford Road, Carlsbad, California, 92008 —7328 (hereinafter called "Assignee").

### RECITALS

WHEREAS, the Assignor is the owner of registered and common-law trademark rights for EPIC in international class 28 for golf equipment, namely golf shafts, as set forth in the Attachment to this Agreement (hereinafter called "Trademarks");

WHEREAS, the Assignce desires to have the full and sole ownership of the Trademarks and any and all common-law rights thereto, along with the goodwill associated with the Trademurks; and

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement this assignment of the global rights to the trademark EPIC. Assignor hereby agrees as follows:

Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of the Assignor's right, title, and interest in and to the 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 Assignor if this Agreement 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.

Assignor represents, warrants, and covenants that the execution and delivery of this Assignment does not breach any agreement to which Assignor is a pany, and Assignor has not entered into, and will not enter into. any oral or written agreement in conflict with this Agreement.

If necessary, Assignor agrees to assist Assignee, in a commercially reasonable manner, without further consideration, to evidence, record, and perfect the assignment of the Assigned Trademarks and secure Assignee's rights in the Assigned Trademarks.

Signed this 27 day of Ari 2016

Assignor: True Temper Sports: Inc.

By:

Name: Chad Hall A

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# Attachment

1 (US Trademark):

Registration Country:

United States

Registered Trademark:

**EPIC** 

Registration Number:

3252203

Goods Classification

Class 28 (International Classification; 9th edition)

Trademark Right Owner:

True Temper Sports, Inc.

2 (CTM Trademark):

Registration Jurisdiction:

European Union

Registered Trademark:

EPIC

Registration Number:

003614468

Goods Classification

Class 28 (International Classification).

Trademark Right Owner:

True Temper Sports, Inc.

3 (Australian Trademark):

Registration Country:

Australia

Registered Trademark:

EPIC

Registration Number:

985074

Goods Classification

Class 28 (International Classification; 9th edition)

Trademark Right Owner:

True Temper Sports, Inc.

4 (Chinese Trademark):

Registration Country:

China

Registered Trademark:

EPIC

Registration Number:

3891267

Goods Classification

RECORDED: 04/22/2016

Class 28 (International Classification; 9th edition)

Trademark Right Owner:

True Temper Sports, Inc.

TRADEMARK REEL: 005776 FRAME: 0574