

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413792

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900388348		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toulon Designs		09/28/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Callaway Golf Company		
Street Address:	2180 Rutherford Road		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5019308	TOULON	
CORRESPONDENCE DATA			
Fax Number:	7609305203		
<i>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.</i>			
Phone:	7609305203		
Email:	Sonia.Lari@callawaygolf.com		
Correspondent Name:	Sonia Lari		
Address Line 1:	2180 Rutherford Road		
Address Line 4:	Carlsbad, CALIFORNIA 92008		
NAME OF SUBMITTER:	Sonia Lari		
SIGNATURE:	/Sonia Lari/		
DATE SIGNED:	01/26/2017		
Total Attachments: 3			
source=ToulonAssignment#page1.tif			
source=ToulonAssignment#page2.tif			
source=ToulonAssignment#page3.tif			

Trademark Assignment

This Trademark Assignment (hereinafter called this "Assignment") is from Toulon Design, a California corporation with its principal place of business at 656 Rolling Hills, Vista, California, 92081 (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, applied for and common-law trademark rights for TOULON in international class 28 for golf equipment, namely golf putters, as set forth in the Attachment to this Agreement (hereinafter called "Trademarks");

WHEREAS, the Assignee 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 Trademarks; 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 TOULON, 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 party, 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 28 day of September, 2016

Assignor: TOULON DESIGN

By: Sean Toulon

Name: Toulon

Title: Principal, Toulon Design

Signed this 28 day of September, 2016

Assignee: CALLAWAY GOLF COMPANY

By: Brian P. Lynch

Name: Brian P. Lynch

Title: SVP, General Counsel
& Corporate Secretary



Attachment

1 (US Registered Trademark)

Registration Country: United States
Registered Trademark: TOULON
Registration Number: 5019308
Goods Classification: Class 28 (International Classification)
Trademark Right Owner: Toulon Design Corporation

1 (Taiwan Trademark Application)

Trademark Application Country: Taiwan
Trademark: TOULON
Application Number: 105004981
Goods Classification: Class 28 (International Classification)
Trademark Right Owner: Toulon Design Corporation

1 (Madrid Trademark Application)

Trademark Application Countries: China, European Community, Japan and Korea
Trademark: Toulon
Application Number: 1279176
Goods Classification: Class 28 (International Classification)

1 (Hong Kong Trademark Registration)

Trademark Application Country: Hong Kong
Trademark: TOULON
Application Number: 303585330
Goods Classification: Class 28 (International Classification)
Trademark Right Owner: Toulon Design Corporation

1 (Canada Trademark Application)

Trademark Application Country: Canada
Trademark: Toulon
Application Number: 1753267
Goods Classification: Class 28 (International Classification)