

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Truvis Limited		12/21/2017	private limited company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Callaway Golf Company		
<b>Street Address:</b>	2180 Rutherford Road		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92008		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3668195	TRUVIS	
<b>Registration Number:</b>	4829994	TRUVIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127986915		
<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>			
<b>Phone:</b>	212 326 0831		
<b>Email:</b>	tlee@pryorcashman.com		
<b>Correspondent Name:</b>	Teresa Lee		
<b>Address Line 1:</b>	c/o Pryor Cashman LLP, 7 Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Teresa Lee		
<b>SIGNATURE:</b>	/tlee/		
<b>DATE SIGNED:</b>	02/02/2018		
<b>Total Attachments: 7</b>			
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## EXHIBIT B

### Intellectual Property Assignment Agreement

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "IP Assignment") is entered into as of December 21, 2017 by and between Callaway Golf Company, a Delaware corporation ("Buyer"), and each of Truvis Limited, a company of the United Kingdom ("TRUVIS") and Julian Morley, an individual (collectively, "Sellers"). Buyer and Sellers are sometimes each referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, under the terms of that certain Asset Purchase Agreement by and between Buyer and Sellers, dated as of the date hereof (the "Asset Purchase Agreement"), Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain Intellectual Property of Sellers, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, "Intellectual Property" means all of the following in any jurisdiction throughout the world: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisional, extensions, and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, slogans, trade names, and Internet domain names, together with all translations, adaptations and combinations thereof, all applications, registrations, and renewals in connection therewith, and all goodwill associated with any of the foregoing; (iii) all copyrights and other protectable works of authorship, and all applications, registrations, and renewals in connection therewith; (iv) all trade secrets and other confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (v) all computer software (including source code, executable code, data, databases, and related documentation); (vi) all proprietary and intellectual property rights in the foregoing, and all other intellectual property and related proprietary rights, interests and protections; and (vii) all copies and tangible embodiments of the foregoing (in whatever form or medium).

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, and covenants herein contained, the Parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all right, title and interest in and to the following (the "Assigned IP"):

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; *provided that*, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Sellers' business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(e) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or

inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Governing Law. This IP Assignment shall be governed by and interpreted under the laws of the State of California and the United States of America, without regard to choice of law principles.

5. Counterparts. This IP Assignment may be executed in any number of counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed an original, but all of which shall be considered one and the same agreement, and shall become effective when each Party has received counterparts signed by each of the other Parties (it being understood and agreed that delivery of a signed counterpart signature page to this IP Assignment by facsimile transmission, by electronic mail in portable document format (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document) shall constitute valid and sufficient delivery thereof.

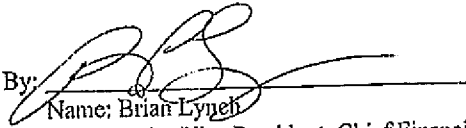
6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this IP Assignment as of the date first written above.

BUYER

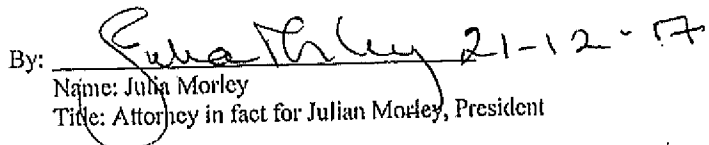
CALLAWAY GOLF COMPANY

By:   
Name: Brian Lynch  
Title: Senior Vice President, Chief Financial Officer, General Counsel and Corporate Secretary

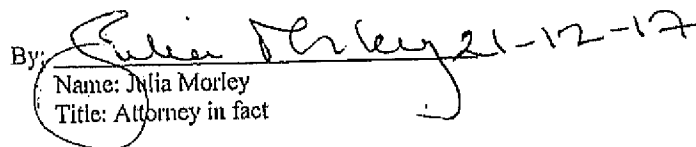


SELLERS

TRUVIS LIMITED

By:  21-12-17  
Name: Julia Morley  
Title: Attorney in fact for Julian Morley, President

JULIAN MORLEY

By:  21-12-17  
Name: Julia Morley  
Title: Attorney in fact

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Trade Mark: TRUVIS

COUNTRY	CLASSES	IR / National	APP DATE	APP NO	REG DATE	REG NO	OWNER	RENEWAL DUE	STATUS
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US	28	National	9-Nov-07	77326283	18-Aug-09	3668195	TRUVIS LIMITED	18-Aug-19	Registered
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US	9,18,25,28,41	National	20-Aug-14	86372356	13-Oct-15	4829994	TRUVIS Limited	13-Oct-25	Registered
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