900500954 06/03/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526050

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Callaway Golf Company		05/17/2019	Corporation: DELAWARE
Callaway Golf Sales Company		05/17/2019	Corporation: CALIFORNIA
Callaway Golf Ball Operations, Inc.		05/17/2019	Corporation: DELAWARE
Ogio International, Inc.		05/17/2019	Corporation: UTAH
Callaway Golf Interactive, Inc.		05/17/2019	Corporation: TEXAS
Callaway Golf International Sales Company		05/17/2019	Corporation: CALIFORNIA
travisMathew, LLC		05/17/2019	CALIFORNIA

LLC

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	333 South Hope Street, Suite 1300
Internal Address:	CA-9-193-13-033
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

CH $40.00 88305727

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88305727	CAPITAL

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 202-739-5093
Email: felicia.gordon@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	102507-04-0118

NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	06/03/2019

Total Attachments: 7
source=BofA_Callaway - 4th A&R - Trademark Security Agreement#page1.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of May 17, 2019, is made by and among Callaway Golf Company, a Delaware corporation, Callaway Golf Sales Company, a California corporation, Callaway Golf Ball Operations, Inc., a Delaware corporation, Ogio International, Inc., a Utah corporation, Callaway Golf Interactive, Inc., a Texas corporation, Callaway Golf International Sales Company, a California corporation, and travisMathew, LLC, a California limited liability company (each a "Grantor", and individually and collectively, jointly and severally, the "Grantors"), in favor of Bank of America, N.A., a national banking association ("Agent") as agent for the lenders ("Lenders") party to the Loan Agreement (defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Fourth Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among, inter alia, the Grantors, Lenders and Agent, the Lenders are willing to make certain financial accommodations available to Grantors pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each of the Grantors is required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, assigns and pledges to Agent, on behalf of the Secured Parties, to secure the Obligations, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for the registration thereof, including those referred to on Schedule I hereto (each a "Trademark");

(b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all renewals or extensions of the foregoing Trademarks;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(e) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks; and

(f) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of the Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTORS REMAIN LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without giving effect to any conflict of law principles (but giving effect to Federal laws relating to national banks).

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 006669 FRAME: 0059

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CALLAWAY GOLF COMPANY,
a Delaware corporation

By: _____
Name: Brian P. Lynch
Title: Executive Vice President and Chief Financial Officer

CALLAWAY GOLF SALES COMPANY,
a California corporation

By: _____
Name: Jennifer L. Thomas
Title: Chief Financial Officer and Treasurer

CALLAWAY GOLF BALL OPERATIONS, INC.,
a Delaware corporation

By: _____
Name: Jennifer L. Thomas
Title: Treasurer

OGIO INTERNATIONAL, INC.,
a Utah corporation

By: _____
Name: Patrick S. Burke
Title: Vice President and Treasurer

LEGAL

CALLAWAY GOLF INTERACTIVE, INC.,
a Texas corporation

By: _____
Name: Jennifer L. Thomas
Title: Chief Financial Officer

CALLAWAY GOLF INTERNATIONAL SALES COMPANY,
a California corporation

By: _____
Name: Patrick S. Burke
Title: President

TRAVISMATHEW, LLC,
a California limited liability company

By: _____
Name: Patrick S. Burke
Title: Treasurer

LEGAL MW

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
a national banking association, as Agent

By: _____
Name: James Fallahay
Title: Senior Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

UNITED STATES TRADEMARKS:

Owner	Application/Registration No.	Trademark
Callaway Golf Company	88361718	Callaway Epic Flash
Callaway Golf Company	88305727	CAPITAL
Callaway Golf Company	88383290	CHEV
Callaway Golf Company	88332173	Jaws MD5
Callaway Golf Company	88332205	MD5 JAWS
Callaway Golf Company	88380487	Mini T
Callaway Golf Company	88293320	Tour Authentic
Callaway Golf Company	88369880	X SERIES
Callaway Golf Company	88303349	XR Max
Ogio International, Inc.	88378149	Ogio 19
Ogio International, Inc.	88378359	Ogio PACE
Ogio International, Inc.	88378089	Ogio XIX
travisMathew, LLC	88370299	LIfe on Tour

CANADIAN TRADEMARKS:

Owner	Application/Registration No.	Trademark
Callaway Golf Company	1957383	CALLAWAY
Callaway Golf Company	1951464	Chevron Device
Callaway Golf Company	1947082	TRIPLE TRACK DESIGN
Callaway Golf Company	BIG BEN	TMA652149 APP NO. 1235553
Callaway Golf Company	BIG BERTHA C4	TMA591995 APP NO. 1139228
Callaway Golf Company	CALLAWAY	1881227
Callaway Golf Company	Diablo Edge Hybrid	TMA783123 APP NO. 1463665
Callaway Golf Company	HEX TOUR SOFT	1891467

Owner	Application/Registration No.	Trademark
Callaway Golf Company	SENSERT	TMA653958 APP NO. 1247498
Callaway Golf Company	SPHERE DESIGN	1881209
Callaway Golf Company	TRIFORCE	TMA544952 APP NO. 1032339
Callaway Golf Company	TRIPLE TRACK	1907853
TravisMathew, LLC	TRAVISMATHEW	TMA909188 APP NO. 1635038
TravisMathew, LLC	M DESIGN	TMA949404 APP NO. 1635039
TravisMathew, LLC	TRAVISMATHEW	TMA920762 APP NO. 1678589
TravisMatthew, LLC	TRAVISMATTHEW	1678589-01
TravisMatthew, LLC	M DESIGN	1635039-01
TravisMatthew, LLC	TRAVISMATHEW DESIGN	1910706