

08-31-1998



SHEET

Docket No. 230/025

To the Honorable Commissioner of Patents

100810456

inal documents or copy thereof.

1. Name of conveying party(ies):

Martin P. Wai, David L. Felker, and William Priest

Additional name(s) of conveying party(ies) attached? ☐ Yes☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: June 30, 1998, and July 2, 1998

2. Name and address of receiving party:

Name: Callaway Golf Ball Company

Internal Address:

City: State: Zip:

Street Address: 2285 Rutherford Road

City: Carlsbad State: CA Zip: 92008

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: August 20, 1998

A. Patent Application No(s).

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Charles C. Fowler, Esq.

Internal Address: LYON & LYON LLP  
633 West Fifth Street, Suite 4700  
Los Angeles, CA 90071-2066

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):

\$ 40.00

☐ Enclosed☒ Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

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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.

Charles C. Fowler, Reg No. 39,675

Date: August 20, 1998

Total number of pages including cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)

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

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Commissioner of Patents and Trademarks

Box Assignments

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**ASSIGNMENT**

**WHEREAS**, the undersigned, Martin P. Wai, having a residence address of 3432 Camino Largo, Carlsbad, California 92009, citizen of the United States, David L. Felker, having a residence address of 30477 Via Maria Elena, Bonsall, California 92003, citizen of the United States, and William Priest, having a residence address of 6443 Merlin Drive, Carlsbad, California 92009, citizen of the United States, (hereinafter termed the "INVENTORS") have invented a new and useful GEOMETRIC-SHAPED CORE FOR GOLF BALLS and have executed an application for a United States patent disclosing and identifying the invention, which application is being filed herewith and not yet assigned a U.S. serial number; and

WHEREAS, Callaway Golf Ball Company, a California corporation, having a place of business at 2285 Rutherford Road, Carlsbad, California 92008, (hereinafter termed "ASSIGNEE"), is desirous of acquiring the entire right, title, and interest in and to the application and the invention(s) disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered, jointly or severally, by the INVENTORS (all collectively hereinafter termed "the invention"), and in and to any and all patents, inventor's certificates, and other forms of protection (hereinafter termed "patents") granted thereon in the United States and in any foreign countries.

**NOW THEREFORE**, for good and valuable consideration acknowledged by the INVENTORS to have been received in full from the ASSIGNEE:

The INVENTORS do hereby sell, assign, transfer, and convey unto the ASSIGNEE, the entire right, title, and interest (a) in and to the application and the invention; (b) in and to all rights to apply for foreign patents on the invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on the invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of the applications; and (d) in and to each and every reissue or extensions of any of the patents.

The INVENTORS hereby jointly and severally covenant and agree to cooperate with the ASSIGNEE to enable the ASSIGNEE to enjoy to the fullest extent the right, title, and interest herein conveyed in the United States and foreign countries. Such cooperation by the INVENTORS shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations, or other papers, and other assistance all to the extent deemed necessary or desirable by the ASSIGNEE (a) for perfecting in the ASSIGNEE the right, title, and interest herein conveyed; (b) for prosecuting any of the applications; (c) for filing and prosecuting substitute, divisional, continuing, or additional applications covering the invention; (d) for filing and prosecuting applications for reissuance of any the patents; (e) for interference or other priority proceedings involving the invention; and (f) for legal proceedings involving the invention and any applications therefor and any patents granted thereon, including, without limitation, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions, and court actions, provided, however, that the expense

incurred by the INVENTORS in providing such cooperation shall be paid for by the ASSIGNEE.

The terms and covenants of this Assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns, and other legal representatives and shall be binding upon the INVENTORS, their respective heirs, legal representatives, and assigns.

The INVENTORS hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

WITNESS my hand at CARLSBAD, California, this 3 day of June, 1998.

By: Martin P. Wai  
Martin P. Wai

WITNESS my hand at Carlsbad, California, this 2 day of July, 1998.

By: David L. Felker  
David L. Felker

WITNESS my hand at Carlsbad, California, this 30 day of June, 1998.

By: William Priest  
William Priest