

11-17-1998

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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P08A/REV02



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Tab settings → → → ▼

-Y

11-6-98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hansberger Precision Golf Incorporated

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Patent and Technology Agreement

Execution Date: July 28, 1998

2. Name and address of receiving party(ies):

Name: Taylor Made Golf Company, Inc.Address: 5545 Fermi CourtCity: Carlsbad State/Prov.: CACountry: USA ZIP: 92008Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

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

Patent Application No. Filing date

08/801457 02/18/97

B. Patent No.(s)

4,932,664 5,433,447
 5,201,522 5,547,197
 5,197,740 5,681,898
 5,536,013

11/16/1998 SBURNS 00000075 08801457

01 FC:581

320.00 OP

Additional numbers attached? ☐ Yes ☒ No

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

Name: James P. Ryther, Esq.Registration No. 20,424Address: P.O. Box 64807City: Chicago State/Prov.: ILCountry: USA ZIP: 60664-08076. Total number of applications and patents involved: 87. Total fee (37 CFR 3.41):.....\$ 320.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

18-2284

DO NOT USE THIS SPACE

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.

James P. Ryther, Esq (Reg. No. 20424)

Name of Person Signing

Signature

15

Date

Total number of pages including cover sheet, attachments, and document:

PATENT
REEL: 9570 FRAME: 0630

PATENT AND TECHNOLOGY AGREEMENT

This Patent and Technology Agreement (the "Agreement") is made as of July 28, 1998, by and between HANSBERGER PRECISION GOLF INCORPORATED, a Delaware Corporation ("HPG" or "Assignor"), ALLAN P. HANSBERGER and W. LYLE HANSBERGER (each a "Shareholder"), and TAYLOR MADE GOLF COMPANY, INC., a Delaware Corporation ("Taylor Made" or "Assignee"). The obligations of HPG and Shareholders hereunder are joint and several. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

RECITALS

A. Taylor Made, Shareholders and HPG have entered into an Asset Purchase Agreement dated July 2, 1998 (the "Asset Purchase Agreement"), pursuant to which HPG has agreed to sell, and Taylor Made has agreed to purchase, certain of the assets of the Business as defined in Section 1 below) owned and operated by HPG (the "Acquisition").

B. HPG is the owner of certain technology and patent property relating to golf balls.

C. Taylor Made is desirous of acquiring all rights, title and interest in and to said technology and patent property relating to golf balls.

D. The execution and delivery of this Patent and Technology Agreement by HPG and Taylor Made is a condition precedent to either party's obligation to consummate the Acquisition under the Asset Purchase Agreement. HPG and Taylor Made entered into this Agreement in consideration of the execution of the Asset Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Business Defined:

As used herein, the term "Business" means the manufacture, production or shipping of golf balls and all related and incidental activities, or any similar business.

2. Definitions:

2.1 "Golf ball Technology" means all patented and unpatented inventions, all other technology, data, information and know-how, processes, designs, methods, specifications, computer software, user documentation, trade secrets; prices, fees and costs; lists of suppliers and service providers; telephone numbers; permits, licenses, registrations, consents, approvals and

other authorizations to conduct the Business; and other like intangible property, that are or were conceived, developed, acquired, reduced to practice or owned by HPG and used in the Business.

2.2 "Golf Ball Patents and Patent Applications" means all patents and patent applications relating to Golf Ball Technology and all divisions, renewals, continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said Golf Ball Technology in any country or countries foreign to the United States, and all Letters Patent which may be granted for said Golf Ball Technology in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, including, but not limited to patents and patent applications set forth in Schedule 3.19 of the Asset Purchase Agreement and attached hereto as Appendix A.

2.3 "Ram Golf Balls" means the models of golf balls manufactured by Assignor as of the effective date of this Agreement, as evidenced by the specifications thereof set forth in Appendix B attached hereto.

3. Grant of Rights and License Back:

3.1 Assignor hereby assigns to Assignee all right, title and interest to the Golf Ball Technology and the Golf Ball Patents and Patent Applications, including the right to sue for past infringement.

3.2 Taylor Made hereby grants back to HPG a non-exclusive license, with a limited right to sublicense, under the Golf Ball Technology and Golf Ball Patents and Patent Applications, solely for purposes of manufacturing and selling the Ram Golf Balls, as particularly described in Appendix B attached hereto. Should any material changes be made to any of the models of the Ram Golf Balls, that modified model will not fall within the rights granted by this limited license. Any ball made, used or sold under this limited license must bear a particular trademark that is specifically listed at Appendix B. All such balls must be sold under the "RAM" or "RAM TOUR" brand name in order to fall within this limited licence. Notwithstanding the inclusion on Appendix B of tradenames that do not include the "RAM" or "RAM TOUR" brand name, either the balls or the packaging must show that the balls are produced under the RAM or RAM TOUR brand name. The only exceptions to this restriction are the LASER and GOLDEN GIRL balls, which need not bear a RAM or RAM TOUR mark. Additionally, the trademarks used to identify the balls specifically identified in Exhibit B may be changed, as long as those balls and the packaging bear the RAM or RAM TOUR mark, and as long as the RAM or RAM TOUR mark is in at least as large a font as the standard seam markings.

3.3 Sublicense Restrictions

The limited license described in Section 3.2 shall not be assignable, directly or indirectly, to the following companies or their affiliates:

- a. Callaway Golf Company,
- b. Callaway Golf Ball Company,

- c. Fortune Brands (including at least the Titlest & Pinnacle brands)
- d. Spalding (includes at least the Spalding and Top-Flite brands)
- e. Maxfli
- f. Slazenger
- g. Bridgestone

3.4 Maintenance and Defense of Patents

After closing, Taylor Made shall be under no duty to maintain or enforce the patents and patent applications subject to this Agreement. Should Taylor Made decide, in its sole discretion to maintain or defend the patents and patent applications, it shall do so at its own expense. Should Taylor Made decide not to maintain or enforce any such patent or patent application, HPG shall have the option to maintain or enforce such patent at its own expense.

4. HPG's Representations, Warranties and Duties:

4.1 HPG is the sole owner of the entire right, title and interest to the Golf Ball Technology and the Golf Ball Patents and Patent Applications, and HPG has not transferred, conveyed, pledged, hypothecated or assigned any right or interest in or to the Golf Ball Technology or the Golf Ball Patents and Patent Applications, and has the full right and capacity to assign all right, title, and interest in and to the Golf Ball Technology and Golf Ball Patents and Patent Applications to Taylor Made, and to enter into and carry out its obligations under this Agreement, without conflicting with any other obligations of HPG or Taylor Made.

4.2 HPG does not own or have any right to any interest in any patent, patent application, trade secret, proprietary information or any rights other than the Golf Ball Technology and the Golf Ball Patents and Patent Applications which would give HPG the right to prevent Taylor Made or any of Taylor Made's future licensees from making, using, selling or otherwise exploiting said Golf Ball Technology and Golf Ball Patents and Patent Applications.

4.3 To the best of HPG's knowledge, no third party owns any patent, patent application, trade secret, proprietary information or other rights which would give such third party the right now or in the future to prevent Taylor Made from making, using, selling or otherwise exploiting the Golf Ball Technology or the Golf Ball Patents and Patent Applications.

4.4 HPG has not granted any written or oral licenses in, to or for the Golf ball Technology or the Golf Ball Patents and Patent Applications.

4.5 There is no dispute, claim, action, suit or proceeding, arbitration or investigation, either administrative or judicial, pending or, to the best knowledge of Assignor, threatened or contemplated by or against or affecting the Golf Ball Technology or Golf Ball Patents and Patent Applications, and to the best of Assignor's knowledge there are no grounds for the institution of the same.

4.6 HPG covenants and agrees that it will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to it respecting said Golf Ball

Technology or Golf Ball Patents and Patent Applications, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said Golf Ball Technology or Golf Ball Patents and Patent Applications in all countries, all at the option and expense of Assignor. Assignor makes no representations regarding the availability of such patent protection.

5. Confidentiality:

Neither HPG nor Taylor Made shall use or disclose the details of this Patent and Technology Agreement to non-parties except to the extent necessary to market the sublicense rights described herein. Any such disclosure shall only be made to parties that have signed a confidential agreement in a form acceptable to Taylor Made.

6. Entire Agreement:

This Patent and Technology Agreement, together with the provisions of the Asset Purchase Agreement relating hereto, contains the entire agreement of the parties with respect to the assignment and license back of the Golf Ball Technology and Golf Ball Patents and Patent Applications, and supersedes all prior agreements written or oral with respect thereto.

7. Waiver:

The failure of either party to insist, in any one or more instances, upon performance of the terms or conditions of this Patent and Technology Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition. No waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, shall preclude any further exercise thereof or the exercise of any other such right, power or privilege.

8. Notices:

Any notice to be given hereunder to any party hereto or Person subject hereto shall be given in the manner provided in the Asset Purchase Agreement (and shall be deemed to have been given as provided therein), and otherwise as the Persons subject to this Patent and Technology Agreement may designate in writing delivered to the parties hereto.

9. Severability:

Whenever possible, each provision of this Patent and Technology Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Patent and Technology Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Patent and Technology Agreement.

10. Amendment:

This Patent and Technology Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the parties or, in the case of a waiver, by the party waiving compliance.

11. Governing Law:

This Patent and Technology Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Mississippi applicable to agreements made and to be performed entirely within such State.

12. Binding Nature; Assignment:

This Patent and Technology Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and legal representatives. Neither this Patent and Technology Agreement, nor any right hereunder, may be assigned by any party without the written consent of the other party thereto, except that Taylor Made may assign its rights and obligations to any person or organization that buys it as a going concern and HPG may sublicense its rights only as allowed in Section 3 hereto. Any non-permitted assignment or attempted assignment shall be void.

13. Headings:

The headings in this Patent and Technology Agreement are for reference only, and shall not affect the interpretation of this Patent and Technology Agreement.

14. Interpretation:

Each party has negotiated this Patent and Technology Agreement at arm's length and agrees that its terms shall not be construed or interpreted in favor of or against any party.

15. Counterparts:

This Patent and Technology Agreement may be signed in duplicate counterparts with the same effect as if the signatures of each party were on a single instrument. All counterparts shall be decreed to be an original of this Patent and Technology Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Patent and Technology Agreement as of the date first above written.

"ASSIGNOR"

HANSBERGER PRECISION GOLF INCORPORATED,
A Delaware Corporation

By: W. L. Hansberger
W. L. HANSBERGER
[Printed Name and Title]
V. Pres.

"SHAREHOLDERS"

Allan P. Hansberger
Allan P. Hansberger

W. Lyle Hansberger
W. Lyle Hansberger

"ASSIGNEE"

TAYLOR MADE GOLF COMPANY, INC., a
Delaware Corporation

By: Benoit VINCENT
GOLF BALL DIRECTOR
[Printed Name and Title]

Appendix A

Patents and Patent Applications

SCHEDULE 3.19

PATENT RIGHTS AND INTELLECTUAL PROPERTY

1. See attached list.

203595.1

Patent Number

Serial Number
Title
Client
Country

2255	GOLF BALL CONSTRUCTION	350250	4932604
	HANSBERGER PRECISION GOLF INCORPORATED USA		
2256	GOLF BALL	795018	5201522
	HANSBERGER PRECISION GOLF INCORPORATED USA		
2256JA	GOLF BALL	331112/1892	
	HANSBERGER PRECISION GOLF INCORPORATED JAPAN		
2285	GOLF BALL HAVING IMPROVED COVER COMPOSITION	581773	5197740
	HANSBERGER PRECISION GOLF INCORPORATED USA		
2285AU	GOLF BALL HAVING IMPROVED COVER COMPOSITION	80025/91	637916
	HANSBERGER PRECISION GOLF INCORPORATED AUSTRALIA		

Wednesday, July 01, 1998

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PATENT
REEL: 9570 FRAME: 0639

RUDNICK & WOLFE

15:53

JUL-01-1998

13128498610 P.02/04

DocId# Number	Title Client	Country	Application No.	Patent Number
2285PCT	GOLF BALL HAVING IMPROVED COVER COMPOSITION HANSBERGER PRECISION GOLF INCORPORATED PCT		PCT/US91/041 25	
2285TW	GOLF BALL HAVING IMPROVED COVER COMPOSITION HANSBERGER PRECISION GOLF INCORPORATED TAIWAN		80104626	56927
2623CJP	GOLF BALL HANSBERGER PRECISION GOLF INCORPORATED USA		08/386812	5536013
2756	GOLF BALL WITH IMPROVED SIZE CHARACTERISTICS HANSBERGER PRECISION GOLF INCORPORATED USA		08/218058	5433447
2758CA	GOLF BALL WITH IMPROVED SIZE CHARACTERISTICS HANSBERGER PRECISION GOLF INCORPORATED CANADA		2144609	

Patent Number

Patent Number
Title
Client
Country

2758JA GOLF BALL WITH IMPROVED SIZE CHARACTERISTICS 88074/1995

HANSBERGER PRECISION GOLF
INCORPORATED
JAPAN

2892 GOLF BALL Dimple CONSTRUCTION 08/413491 5547197

HANSBERGER PRECISION GOLF
INCORPORATED
USA

3033 GOLF BALL AND METHOD OF MANUFACTURE 08/689785 5881898

HANSBERGER PRECISION GOLF
INCORPORATED
USA

4468 CORE COMPOSITION FOR GOLF BALLS AND METHOD 08/601457

HANSBERGER PRECISION GOLF
INCORPORATED
USA

4468PCT CORE COMPOSITION FOR GOLF BALLS AND METHOD PCT/US96/033
18

HANSBERGER PRECISION GOLF
INCORPORATED
PCT

RUDNICK & WOLFE

PATENT

JUL-01-1998

REEL: 9570 FRAME: 0641

Wednesday, July 01, 1998

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Appendix B

Ram Golf Balls

Hansberger Precision Golf, Inc

Trademark	US Registration No.
GOLDEN PRO	1,147,748
GOLDEN RAM	1,111,861; 1,018,457
LASER	1,247,799; 1,243,793
PRO SPIN	1,324,804
RAM TEMPEST	1,017,477
RAM	1,246,429; 1,089,318
RAM TOUR	1,017,478
WIZARD	1,013,005
GOLDEN GIRL	1,043,624; 1,143,457
LITHIUM BALATA	1,488,656
ADVISORY	1,306,228
VICTURA	1,421,254
XDC	1,757,021
REACTIVE	APPLIED FOR

Hansberger Precision Golf, Inc

TRADE NAMES

RAM TOUR DC
RAM TOUR LB
RAM TOUR ACRA
RAM TOUR LITE
RAM TOUR EXTRA
LASER ACRA
LASER LITE
LASER TOUR
RAM TOUR 400
RAM TOUR LS442
RAM TOUR PRO BALATA
RAM TOUR XV2 TOUR

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee:)	<u>Patent Application</u>
)	
Taylor Made Golf Company, Inc.)	Attorney Ref.: Various
)	
Serial No.: 08/801457)	Client/Matter: 62923.00.001
)	
Patent Nos.: 4,932,664)	
5,201,522)	
5,197,740)	
5,536,013)	
5,433,447)	
5,547,197)	
5,681,898)	

TRANSMITTAL LETTER

November 5, 1998

Box Assignment
Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

Transmitted herewith are a Patent and Technology Agreement and accompanying Recordation Form Cover Sheet, transferring rights in the above-mentioned patent application and granted patents to Taylor Made Golf Company, Inc..

It is requested that the Office note for the record that Taylor Made Golf Company, Inc. is a large entity.

Respectfully submitted,

RUDNICK & WOLFE


James P. Ryther, Esq.

Reg. No. 20,424

RUDNICK & WOLFE

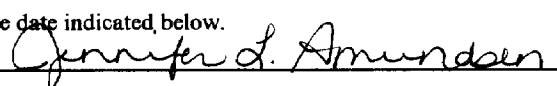
P.O. Box 64807

Chicago, Illinois 60664-0807

(312) 368-2135

CERTIFICATE OF MAILING

I hereby certify that this TRANSMITTAL LETTER is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Box Assignment, Assistant Commissioner for Patents, Washington, D.C. 20231, on the date indicated below. *GRA 11-5-98*


Jennifer L. Amundsen

11-5-98

Date