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- [X] New
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- [ ] Document ID: 
- [ ] Correction of PTO Error
  - Reel #: 
  - Frame #: 
- [ ] Corrective Document
  - Reel #: 
  - Frame #: 

**Conveyance Type**
- [ ] Assignment
- [X] Security Agreement
- [ ] License
- [ ] Change of Name
- [ ] Merger
- [ ] Other

**U.S. Government**
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- [ ] Departmental File
- [ ] Secret File

**Conveying Party(ies)**

**Name (line 1):** Callaway Golf Company

**Execution Date (Month Day Year):** 02/04/1999

**Second Party**

**Name (line 1):**

**Name (line 2):**

**Receiving Party**

- [ ] Mark if additional names of receiving parties attached

**Name (line 1):** General Electric Capital Corporation,

**Name (line 2):** as Agent for Lenders

**Address (line 1):** 201 High Ridge Road

**Address (line 2):**

**Address (line 3):** Stamford, CT 06927-5100

**Domestic Representative Name and Address**

Enter for the first Receiving Party only

**Name:**

**Address (line 1):**

**Address (line 2):**

**Address (line 3):**

**Address (line 4):**

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**02/11/1999 960-00 OP**

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
Correspondent Name and Address

Name: Edward D. Eddy, III
Address (line 1): Sidley & Austin
Address (line 2): 555 W. Fifth Street
Address (line 3): 40th Floor
Address (line 4): Los Angeles, CA 90013

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 7

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

29/067628 08/735601 08/920022
29/078596 08/850229 08/958723
08/987586 08/918961 29/080662

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

Number of Properties

Enter the total number of properties involved. # 24

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $960

Method of Payment: Enclosed X Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Edward D. Eddy, III
Name of Person Signing

Signature

Date 2/4/99

PATENT
REEL: 9751 FRAME: 0901
RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

Conveying Party(ies)
Enter additional Conveying Parties

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Execution Date
Month Day Year

Execution Date
Month Day Year

Execution Date
Month Day Year

Receiving Party(ies)
Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City
State/Country
Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City
State/Country
Zip Code

Application Number(s) or Patent Number(s)
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

08/924748  29/079761  09/119425
08/787202  09/137406  09/120433
08/792957  09/079337  09/156301
08/972561  29/079338  29/085932
29/085884  29/092043  09/054155

Patent Number(s)
AMENDMENT AND SUPPLEMENT TO PATENT SECURITY AGREEMENT

THIS AMENDMENT AND SUPPLEMENT TO PATENT SECURITY AGREEMENT (this "Amendment") is made as of this 4th day of February, 1999, by and between CALLAWAY GOLF COMPANY, a California corporation ("Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders ("Agent"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, as defined below.

WITNESSETH:

WHEREAS, Grantor, as Borrower, the Persons named therein as Credit Parties, Agent and Lenders entered into the Credit Agreement dated as of December 30, 1998 (the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered to Agent a Security Agreement dated as of December 30, 1998 (as heretofore or hereinafter amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to Agent a security interest in substantially all of Grantor's Collateral;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered to Agent a Patent Security Agreement dated as of December 30, 1998 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Patent Security Agreement"), pursuant to which Grantor has granted to Agent a security interest in all of Grantor's then owned or existing and thereafter acquired or created Patent Collateral, as defined therein;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender any and all documents and take such further actions as Lender may deem necessary to obtain the full benefits of its security interest in the Collateral, including in any future or after acquired Patent Collateral;

WHEREAS, Grantor has notified Agent that Grantor has, in addition to the Patents and Patent Licenses listed on Schedule I to the Patent Security Agreement, the Patents listed on Schedule A attached hereto, and Agent has requested that Grantor enter into this Amendment;
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, Grantor hereby agrees as follows:

1. **Amendment and Supplement to Patent Security Agreement.** Schedule I to the Patent Security Agreement is hereby supplemented by Schedule A attached hereto.

2. **Acknowledgment of Continuing Security Interest.** The Grantor hereby acknowledges and confirms that (i) all of the Obligations are secured by a security interest in all of Grantor's right, title and interest in the Collateral, subject to the provisions of the Credit Agreement, (ii) all representations and warranties in the Security Agreement and Patent Security Agreement are true, complete and correct as of the date hereof after giving effect to this Amendment, and (iii) Agent shall be entitled to take any and all actions contemplated by the Security Agreement and Patent Security Agreement subject to the provisions of the Credit Agreement.

3. **Conditions to Effectiveness.** This Amendment shall become effective as of the date first written above upon the execution of this Amendment by Grantor and Agent.

4. **Miscellaneous.** This Amendment is a Loan Document. The headings herein are for convenience of reference only and shall not alter or otherwise affect the meaning hereof. Except to the extent specifically amended, supplemented or modified hereby, the provisions of the Patent Security Agreement shall not be amended, modified, impaired or otherwise affected hereby, and the Patent Security Agreement is hereby confirmed in full force and effect. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

5. **Reference to and Effect on Security Agreement.** Upon the effectiveness of this Amendment, each reference in the Patent Security Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import shall mean and be a reference to the Patent Security Agreement as amended and supplemented hereby.

6. **Counterparts.** This Amendment may be executed in any number of counterparts which together shall constitute one instrument.

7. **Governing Law.** This Amendment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to agreements made and performed in that state.

[signature page follows]
IN WITNESS WHEREOF, Agent and Grantor have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

CALLAWAY GOLF COMPANY

By: __________________________

Name: _________________________

Title: __________________________

GENERAL ELECTRIC CAPITAL CORPORATION

By: __________________________

Name: Robert S. Yasuda

Its Duly Authorized Signatory

AMENDMENT TO PATENT SECURITY AGREEMENT
IN WITNESS WHEREOF, Agent and Grantor have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

CALLAWAY GOLF COMPANY

By: [Signature]

Name: David A. Race

Title: Vice President and Chief Financial Officer

GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]

Name: [Signature]

Its Duly Authorized Signatory

AMENDMENT TO PATENT SECURITY AGREEMENT
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On February 9, 1999, before me, Kimberly A. Bernstein, the undersigned Notary Public, personally appeared David A. Rane, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Notary seal]

Kimberly A. Bernstein
Notary Public
# SCHEDULE A

to

AMENDMENT AND SUPPLEMENT TO
PATENT SECURITY AGREEMENT

## PATENT APPLICATIONS

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