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FORM PTO-1695  
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U.S. DEPARTMENT OF COMMERCE  
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Docket No. 226/100

101020916

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Brian S. SMITH; Herbert REYES; and James M. MURPHY  
Additional name(s) of conveying party(ies) attached?  
 Yes  No

3. Nature of conveyance: *12-22-98*  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: December 21, 1998

2. Name and address of receiving party:  
Name: CALLAWAY GOLF COMPANY

Internal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Street Address: 2285 Rutherford Road

City: Carlsbad State: California Zip: 92008-8815

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

10549 U.S. PTO  
09/22/2009  
12/22/98

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: December 22, 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: James P. Brogan  
  
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.

*James P. Brogan*  
James P. Brogan, Reg No. 35,833

Date: December 22, 1998

Total number of pages including cover sheet: 4

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

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226/100  
Patent**ASSIGNMENT**

WHEREAS, I, **BRIAN S. SMITH**, a citizen of the United States, residing at 11950 Thomas Hayes Lane, San Diego, California 92126; **HERBERT REYES**, a citizen of the United States, residing at 10 Vista Niguel, Laguna Niguel, California 92677; and **JAMES M. MURPHY**, a citizen of the United States, residing at 3339 Redwing Drive, Oceanside, California 92054 (hereinafter referred to as "ASSIGNOR"), have invented and own a certain invention entitled "**THERMOPLASTIC/THERMOSET HYBRID GOLF CLUB SHAFTS AND METHODS OF MANUFACTURING THE SAME**" for which application for Letters Patent of the United States of America is filed herewith; and

WHEREAS, **CALLAWAY GOLF COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business at 2285 Rutherford Road, Carlsbad, California 92008-8815 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

226/100  
Patent

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto, to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorize and requests the Commissioner of Patents and Trademarks to issue said Letters Patent and any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon request of ASSIGNEE, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or legal proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its

226/100  
Patent

designated legal representative any and all papers, instruments, declarations or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at CARLSBAD, California, this <sup>21<sup>st</sup></sup>~~5<sup>th</sup>~~ day of December, 1998.

Brian S. Smith  
BRIAN S. SMITH

WITNESS my hand at Carlsbad, California, this 21<sup>st</sup> day of December, 1998.

Herbert Reyes  
HERBERT REYES

WITNESS my hand at CARLSBAD, California, this 21<sup>st</sup> day of DECEMBER, 1998.

James M. Murphy  
JAMES M. MURPHY