

04-08-2002



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To the Honorable Commissioner of Pat.

102047703

attached original documents or copy thereof.

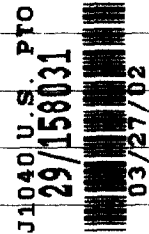
1. Name of conveying party(ies):
**GARTH W. SMITH; D. CLAYTON EVANS;
ROGER CLEVELAND AND
AUGUSTIN W. ROLLINSON**

3-27-02

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

Name: **CALLAWAY GOLF COMPANY**

Internal Address:



Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: **2285 RUTHERFORD ROAD**

City: **CARLSBAD** State: **CA** ZIP: **92008**

Execution Date: **3/21/02 and 3/26/02**

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

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

If this document is being filed together with a new application, the execution date of the application is: 3/27/02

A. Patent Application No.(s)

29, 158 031

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **MICHAEL A. CATANIA**

Internal Address:

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

500303

(Attach duplicate copy of this page if paying by deposit account)

Street Address: **2285 RUTHERFORD ROAD**

04/05/2002 DBYRNE 00000063 500303 29158031

01 FC:581 40.00 CH

City: **CARLSBAD** State: **CA** ZIP: **92008**

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.

MICHAEL A. CATANIA

Michael A. Catania March 27, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **5**

ASSIGNMENT

WHEREAS, **Garth W. Smith**, residing at 548 Pacesetter Street, Oceanside, California 92057; **D. Clayton Evans**, residing at 828 Eucalyptus Woods Road, San Marcos, California 92069; **Roger Cleveland**, residing at 560 Tigertail, Los Angeles, California 90049; and **Augustin W. Rollinson**, residing at 2343 Terraza Guitara, Carlsbad, California 92009, all being citizens of the United States, (hereinafter referred to as "ASSIGNORS"), have invented and own a certain invention entitled "**GOLF CLUB HEAD**", for which application for Letters Patent of the United States of America has been executed on even date herewith;

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.

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 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 21 day of March,

2002.

Garth W. Smith
GARTH W. SMITH

WITNESSED:

By: *Susan Glenn* Date: *3/21/02*

WITNESS my hand at Carlsbad, California, this 21 day of March,

2002.

D. Clayton Evans
D. CLAYTON EVANS

WITNESSED:

By: *Susan Glenn* Date: *3/21/02*

WITNESS my hand at Carlsbad, California, this 26 day of March,

2002.

Roger Cleveland
ROGER CLEVELAND

WITNESSED:

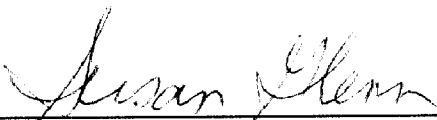
By: *Susan Glenn* Date: *3/26/02*

WITNESS my hand at Carlsbad, California, this 26 day of MARCH,

2002.


AUGUSTIN W. ROLLINSON

WITNESSED:

By:  Date: 3/26/02