

# PATENT ASSIGNMENT

**SUBMISSION TYPE:** NEW ASSIGNMENT

**APPLICATION NUMBER**  
**10/064434**

**NATURE OF CONVEYANCE:** ASSIGNMENT OF ASSIGNOR'S INTEREST

## CONVEYING PARTY DATA

**Name:** Evans, D. Clayton

**Execution Date:** 07/12/2002

## RECEIVING PARTY DATA

**Name:** Callaway Golf Company

**Street Address:** 2285 Rutherford Road

**Internal Address:**

**City:** Carlsbad

**State:** CALIFORNIA

**Country:**

**Postal Code:** 92008-8815

The USPTO, Office of Public Records, will send correspondence via facsimile to **FAX NUMBER:** (760) 930-5019

## CORRESPONDENCE DATA:

*Correspondence will be sent via US Mail when a fax number has not been provided or the fax attempt is unsuccessful.*

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

**CUSTOMER NUMBER:** 023454

**NAME OF PERSON SIGNING:** Michael A. Catania

**DATE SIGNED:** 07/12/2002

**Total Attachments:** 4

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**ASSIGNMENT**

WHEREAS, I, **D. Clayton Evans**, residing at 828 Eucalyptus Woods Road, San Marcos, California 92069, being a citizen of the United States of America, (hereinafter referred to as "ASSIGNOR"), have invented and own a certain invention entitled "**GOLF CLUB HEAD WITH METAL STRIKING PLATE INSERT**", 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 Delaware 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 <sup>12<sup>th</sup></sup>~~10<sup>th</sup>~~ day of

JULY 2002.

*D. Clayton Evans*

D. CLAYTON EVANS

WITNESSED:

By: *M. Catano* Date: July 12, 2002