

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
uPLAY, LLC	12/31/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CALLAWAY GOLF COMPANY
<b>Street Address:</b>	2180 Rutherford Road
<b>City:</b>	Carlsbad
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92008-7328
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11856720
Application Number:	11858811
Application Number:	12133360
Application Number:	12133361
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(760)930-5019
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	760-930-8493
<b>Email:</b>	MikeCa@CallawayGolf.com
<b>Correspondent Name:</b>	Michael A. Catania
<b>Address Line 1:</b>	2180 Rutherford Road
<b>Address Line 4:</b>	Carlsbad, CALIFORNIA 92008-7328
<b>ATTORNEY DOCKET NUMBER:</b>	UPLAY, LLC
<b>NAME OF SUBMITTER:</b>	Michael A. Catania

**CH \$160.00 11856720**

Total Attachments: 5

**500760176**

**PATENT  
 REEL: 022139 FRAME: 0822**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment Agreement") is made and entered into as of December 31, 2008 by and between uPlay, LLC, a California limited liability corporation ("Assignor") and Callaway Golf Company, a Delaware corporation ("Assignee").

**RECITALS**

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated December 31, 2008 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain assets, and to assume certain liabilities, of Assignor;

WHEREAS, Assignor is the owner of certain Intellectual Property (as set forth on Exhibit A attached hereto) used in connection with the Business;

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor desires to contribute, transfer, assign, convey and deliver to the Assignee all of the Intellectual Property owned or used by Assignor in the Business, including, without limitation, the Assignor's right, title and interest in and to all Intellectual Property owned by or licensed to the Assignor in regard to the Business, or otherwise used in connection with the Business; and

WHEREAS, pursuant to the terms of this IP Assignment Agreement, Assignee has acquired the entire right, title and interest in and to the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Capitalized Terms. All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment of IP. Assignor does hereby contribute, assign and transfer to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Intellectual Property used by Assignor in connection with the Business, as set forth on the attached Exhibit A, together with the goodwill of the Business and all going concern value associated therewith, the same to be held by the Assignee for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this IP Assignment Agreement and contribution had not been made, together with all claims for damages by reason of past, present and future infringements of the Intellectual Property, along with the right to sue for and collect such damages for the use and benefit of the Assignee and the Assignee's successors, assigns and other legal representatives.

3. Authorization to Issue IP. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, copyrights, patents or other evidence or form of intellectual property protection or applications

therefor, to issue the same to the Assignee and the Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Integration with Asset Purchase Agreement Provisions. Nothing contained in this IP Assignment Agreement shall expand, reduce, modify or waive any representations, warranties, covenants, rights or obligations of the parties under the Asset Purchase Agreement. In the event that any of the provisions of this IP Assignment Agreement are determined to conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

5. Specific Performance. Each party acknowledges and agrees that the breach of this IP Assignment Agreement would cause irreparable damage to the other party and that the non-breaching party will not have an adequate remedy at law. Therefore, the obligations of each party under this IP Assignment Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this IP Assignment Agreement or otherwise.

6. Further Assurances. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be necessary or appropriate to assure fully to the Assignee all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Assignee under this IP Assignment Agreement and the Asset Purchase Agreement and to otherwise make effective as promptly as practicable the transactions contemplated hereby and thereby. The Assignor further agrees to assist the Assignee, in a commercially reasonable manner, to take all actions and execute all documents necessary or desirable to evidence, record and perfect the assignment of the Intellectual Property, and shall not enter into any agreement in conflict with this IP Assignment Agreement.

7. Benefit and Assignment. This IP Assignment Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this IP Assignment Agreement nor any of the rights, interests, or obligations hereunder may be assigned by either of the parties hereto without the prior written consent of the other party, nor is this IP Assignment Agreement intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

8. Governing Law. This IP Assignment Agreement will be governed by, construed and enforced in accordance with the internal laws of the State of California, without respect to its rules on conflicts of laws.

9. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. An executed copy of this IP Assignment Agreement delivered by facsimile shall be deemed to be an original for all purposes.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first set forth above.

**ASSIGNEE:**

CALLAWAY GOLF COMPANY,  
a Delaware corporation

By: 

Name: James Ledford  
Title: Vice President

**ASSIGNOR:**

UPLAY, LLC,  
a California limited liability company

By: 

Joseph Balardeta, Manager

By: 



Scott Denton, Manager

**EXHIBIT A  
INTELLECTUAL PROPERTY TO BE ASSIGNED**

**UPLAY PATENT APPLICATIONS**

Docket #	Title	Country/Region	Filing Date S/N	Status	Owner
UPLAY-101	GOLF GPS DEVICE AND SYSTEM	USA	9/18/08 11/856,720	Pending	uPlay, LLC
UPLAY-102	GOLF GPS DEVICE WITH VOICE RECOGNITION	USA	9/20/07 11/858,811	Office Action Response due 12/25/08	uPlay, LLC
UPLAY-103	GOLF GPS DEVICE	USA	6/4/08 12/133,360	Pending	uPlay, LLC
UPLAY-104	GOLF GPS DEVICE	USA	6/4/08 12/133,361	Pending	uPlay, LLC
UPLAY-101pc	GOLF GPS DEVICE AND SYSTEM	PCT RO: US	9/16/08 PCT/US08/76482	Pending Nat. Phase Deadline 3/18/2011	uPlay, LLC
UPLAY-105	GOLF GPS DEVICE AND SYSTEM  This application will be directed to the system and method for creating rendered images using the mapped data for the green and/or the entire hole. This application will also be directed to the improved system and method used for the auto-hole advance.		Not yet filed		uPlay, LLC

UPLAY TRADEMARKS

Mark	Docket # Owner	S/N Reg. No.	Filing Date Reg. Date	Status	Action/Deadline
GPOD	UPLAY-101 uPlay, LLC	77104428	2/10/07	Abandoned	
UPLAY	UPLAY-101 uPlay, LLC	77104435 3,521,344	2/10/07 10/21/08	Registered	Section 8&15 Due 10/21/2013
u design 	UPLAY-103 uPlay, LLC	77233813	7/19/07	Allowed 4/1/08	SOU due 10/1/08 Box or device SOU filed: 9/6/2008 Specimen rejected. Need to re-file with drawing as used on device (no shadow)
uPro design 	UPLAY-104 uPlay, LLC	77263958 3,521,999	8/24/07 10/21/08	Registered	Section 8&15 Due 10/21/2013
UPRO	UPLAY-106 uPlay, LLC	77263987	8/24/07	Allowed 4/1/08	SOU due 10/1/08 Device SOU filed: 9/6/2008; Device specimen rejected for micron; Sub specimen filed 11/9/2008
SMARTVIEW	UPLAY-201 uPlay, LLC	77364875	1/5/08	Allowed 8/12/08	SOU due 2/12/09 Box
MEASUREVIEW	UPLAY-202 uPlay, LLC	77364886	1/5/08	Allowed 8/12/08	SOU due 2/12/09
ANYPOINT	UPLAY-203 uPlay, LLC	77366964	1/8/08	Allowed 9/9/08	SOU due 3/9/09
PRO MODE	UPLAY-206 uPlay, LLC	77380914	1/25/08	Allowed 8/12/08	SOU due 2/12/09
BASIC MODE	UPLAY-207 uPlay, LLC	77380920	1/25/08	Allowed 8/12/08	SOU due 2/12/09
VISUALIZE A BETTER GAME	UPLAY-208 uPlay, LLC	77445095	4/10/2008	Allowed 12/2/08	SOU due 6/12/09
STOP GUESS, START SCORING	UPLAY-209 uPlay, LLC	77445110	4/10/2008	Allowed 12/2/08	SOU due 6/12/09