

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5548549

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CALLAWAY GOLF COMPANY	05/17/2019
CALLAWAY GOLF SALES COMPANY	05/17/2019
CALLAWAY GOLF BALL OPERATIONS, INC.	05/17/2019
OGIO INTERNATIONAL, INC.	05/17/2019
CALLAWAY GOLF INTERACTIVE, INC.	05/17/2019
CALLAWAY GOLF INTERNATIONAL SALES COMPANY	05/17/2019
TRAVISMATHEW, LLC	05/17/2019
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	333 SOUTH HOPE STREET, 13TH FLOOR
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
PROPERTY NUMBERS Total: 44	
Property Type	Number
Application Number:	16241859
Application Number:	16240307
Application Number:	62805224
Application Number:	16261851
Application Number:	16279065
Application Number:	16273494
Application Number:	16274080
Application Number:	16272919
Application Number:	29680809
Application Number:	29680378
Application Number:	62809377
Application Number:	16284097
Application Number:	16294391
Application Number:	16284635

Property Type	Number
Application Number:	16295275
Application Number:	16283403
Application Number:	16291290
Application Number:	16285465
Application Number:	16280350
Application Number:	16290711
Application Number:	16290954
Application Number:	16276266
Application Number:	16299521
Application Number:	29683050
Application Number:	16353347
Application Number:	16356971
Application Number:	16355139
Application Number:	62821318
Application Number:	16361470
Application Number:	16363899
Application Number:	16295841
Application Number:	29684983
Application Number:	29685209
Application Number:	29685217
Application Number:	29685237
Application Number:	29685135
Application Number:	29685493
Application Number:	29685498
Application Number:	16368346
Application Number:	16370685
Application Number:	16371334
Application Number:	62828927
Application Number:	16376203
Application Number:	16377725

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2027393000

Email: patents@morganlewis.com, robert.goodell@morganlewis.com

Correspondent Name: MORGAN LEWIS & BOCKIUS LLP

Address Line 1: 1111 PENNSYLVANIA AVE., NW.

Address Line 4: WASHINGTON, D.C. 20004

PATENT

REEL: 049325 FRAME: 0871

ATTORNEY DOCKET NUMBER:	102507-04-0118
NAME OF SUBMITTER:	ROBERT J. GOODELL
SIGNATURE:	/Robert J. Goodell/
DATE SIGNED:	05/30/2019
Total Attachments: 7 source=BofA_CallawayPatentSecurityAgreement#page1.tif source=BofA_CallawayPatentSecurityAgreement#page2.tif source=BofA_CallawayPatentSecurityAgreement#page3.tif source=BofA_CallawayPatentSecurityAgreement#page4.tif source=BofA_CallawayPatentSecurityAgreement#page5.tif source=BofA_CallawayPatentSecurityAgreement#page6.tif source=BofA_CallawayPatentSecurityAgreement#page7.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”), dated as of May 17, 2019, is made by and among Callaway Golf Company, a Delaware corporation, Callaway Golf Sales Company, a California corporation, Callaway Golf Ball Operations, Inc., a Delaware corporation, Ogio International, Inc., a Utah corporation, Callaway Golf Interactive, Inc., a Texas corporation, Callaway Golf International Sales Company, a California corporation, and travisMathew, LLC, a California limited liability company (each a “Grantor”, and individually and collectively, jointly and severally, the “Grantors”), in favor of Bank of America, N.A., a national banking association (“Agent”) as agent for the lenders (“Lenders”) party to the Loan Agreement (defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Fourth Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) among, inter alia, the Grantors, Lenders and Agent, the Lenders are willing to make certain financial accommodations available to Grantors pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each of the Grantors is required to execute and deliver to Agent this Patent Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants, assigns and pledges to Agent, on behalf of the Secured Parties, to secure the Obligations, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) all of its patents and industrial designs and the registrations and applications for the registration thereof, including those referred to on Schedule I hereto (each a “Patent”);

(b) all licenses of any patents and industrial designs, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing Patents;

(d) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Patents; and

(e) the right to sue and recover damages and payments for past, present or future infringement of any Patent or any Patent licensed under any license agreement.

3. LOAN AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of the Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and

granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTORS REMAIN LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Patent Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Patent rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

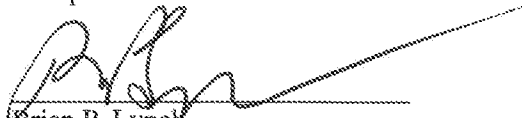
7. GOVERNING LAW. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without giving effect to any conflict of law principles (but giving effect to Federal laws relating to national banks).

[SIGNATURE PAGE FOLLOWS]

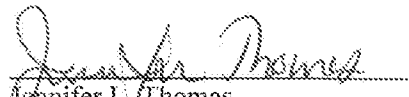
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

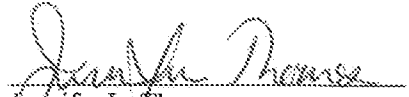
CALLAWAY GOLF COMPANY,
a Delaware corporation

By: 
Name: Brian P. Lynch
Title: Executive Vice President and Chief Financial Officer

CALLAWAY GOLF SALES COMPANY,
a California corporation

By: 
Name: Jennifer L. Thomas
Title: Chief Financial Officer and Treasurer

CALLAWAY GOLF BALL OPERATIONS, INC.,
a Delaware corporation

By: 
Name: Jennifer L. Thomas
Title: Treasurer


OGIO INTERNATIONAL, INC.,
a Utah corporation

By: 
Name: Patrick S. Burke
Title: Vice President and Treasurer

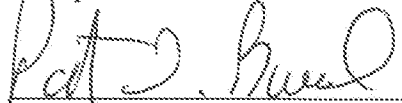


[Signature page to Patent Security Agreement]

CALLAWAY GOLF INTERACTIVE, INC.,
a Texas corporation

By: 
Name: Jennifer L. Thomas
Title: Chief Financial Officer

**CALLAWAY GOLF INTERNATIONAL SALES
COMPANY,**
a California corporation

By: 
Name: Patrick S. Burke
Title: President

TRAVISMATHEW, LLC,
a California limited liability company

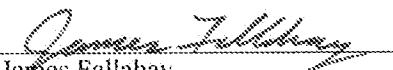
By: 
Name: Patrick S. Burke
Title: Treasurer



[Signature page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
a national banking association, as Agent

By: 
Name: James Fallahay
Title: Senior Vice President

[Signature page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

UNITED STATES PATENTS:

Applications:

<u>Current Owners</u>	<u>Application Number</u>	<u>Description</u>
Callaway Golf Company	16/241859	Golf Club Head Comprising Microscopic Bubble Material
Callaway Golf Company	16/240307	Golf Ball With A Textured Core
Callaway Golf Company	62/805224	Golf Club Head With Adjustable Weight
Callaway Golf Company	16/261851	Graphene Core For A Golf Ball With A Soft Cover
Callaway Golf Company	16/279065	Golf Ball Cover With An Outer Mesh
Callaway Golf Company	16/273494	Graphene Core Golf Ball With An Integrated Circuit
Callaway Golf Company	16/274080	Sprayed Polyurea Covered Golf Ball
Callaway Golf Company	16/272919	Clay Reinforced Dual Core A Golf Ball
Callaway Golf Company	29/680809	Putter Head
Callaway Golf Company	29/680378	Golf Ball
Callaway Golf Company	62/809377	Golf Club Head Face Feature Manufacturing Method
Callaway Golf Company	16/284097	Golf Club Head
Callaway Golf Company	16/294391	Golf Club Head With Adjustable Weight
Callaway Golf Company	16/284635	Golf Club Head With Tubes Connecting Crown To Elongated Protusion
Callaway Golf Company	16/295275	Graphene Reinforced Polymers For Use In A Golf Ball
Callaway Golf Company	16/283403	Dot Geometry For A Golf Ball Surface
Callaway Golf Company	16/291290	Graphene Based Golf Ball Coating
Callaway Golf Company	16/285465	Cg Height Adjustability By Conformal Weighting
Callaway Golf Company	16/280350	Soft Polyurethane Coating For A Golf Ball
Callaway Golf Company	16/290711	Graphene Core For A Golf Ball With A Soft Cover
Callaway Golf Company	16/290954	Putter With Replaceable Face Insert

<u>Current Owners</u>	<u>Application Number</u>	<u>Description</u>
Callaway Golf Company	16/276266	Method For Treating Thermoplastic Polyurethane Golf Ball Covers
Callaway Golf Company	16/299521	Multi-Functional Ink For Golf Balls
Callaway Golf Company	29/683050	Golf Ball
Callaway Golf Company	16/353347	Methods Of Manufacturing Golf Club Heads
Callaway Golf Company	16356971	Ionomer-Inorganic Particle Nanocomposite Prepared Via In-Situ Method
Callaway Golf Company	16355139	Graphene Oxide Core For A Golf Ball
Callaway Golf Company	62821318	Multiple-Material Golf Club Head
Callaway Golf Company	16/361470	Golf Ball Core
Callaway Golf Company	16/363899	Golf Club Head Having Adjustable Stress-Reducing Structures
Callaway Golf Company	16/295841	Use Of An Impact Modifier In A Low Compression Golf Ball
Callaway Golf Company	29/684983	Putter Head
Callaway Golf Company	29/685209	Ball Marker
Callaway Golf Company	29/685217	Ball Marker
Callaway Golf Company	29/685237	Ball Marker
Callaway Golf Company	29/685135	Putter Head
Callaway Golf Company	29/685493	Putter Head
Callaway Golf Company	29/685498	Putter Head
Callaway Golf Company	16/368346	Putter With Bi-Material Shaft
Callaway Golf Company	16/370685	Golf Club Face Insert
Callaway Golf Company	16/371334	Golf Club Head With Elevated Internal Weight
Callaway Golf Company	62/828927	Multiple-Material Golf Club Head
Callaway Golf Company	16/376203	Graphene Core For A Golf Ball With A Soft Cover
Callaway Golf Company	16/377725	Putter With Alignment Aid

CANADIAN INDUSTRIAL DESIGNS:

<u>OWNER</u>	<u>TITLE</u>	<u>REGISTRATION DATE</u>	<u>REG. NO./APPL. NO.</u>
Callaway Golf Company	HYBRID GOLF CLUB HEAD	2010-07-14	133234
Callaway Golf Company	GOLF CLUB HEAD	2010-05-10	132558