

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765916

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900716824		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walden-Hays, Inc.		08/23/2022	Corporation: NEW YORK
<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		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5300624	MODERN GOLF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	7609305203		
<b>Email:</b>	ip@callawaygolf.com		
<b>Correspondent Name:</b>	Sonia Lari		
<b>Address Line 1:</b>	2180 Rutherford Road		
<b>Address Line 4:</b>	Carlsbad, CALIFORNIA 92008		
<b>NAME OF SUBMITTER:</b>	Eunice Yu Moller		
<b>SIGNATURE:</b>	/Eunice Yu Moller/		
<b>DATE SIGNED:</b>	11/04/2022		
<b>Total Attachments: 3</b>			
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source=Executed Assignment - Walden-Hays, Inc & CGC#page2.tif			
source=Executed Assignment - Walden-Hays, Inc & CGC#page3.tif			

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is by and between Walden-Hays, Inc., with an address of PO Box 1514, New York, NY 10276 ("Assignor") and Callaway Golf Company, with an address of 2180 Rutherford Road, Carlsbad, CA 92008 ("Assignee"). The effective date of this Agreement is August 23, 2022.

WHEREAS, Assignor is the exclusive and sole owner of the trademark MODERN GOLF in the United States, including US Trademark Registration No. 5300624 (the "Trademark"); and

WHEREAS, Assignee wishes to purchase from Assignor, and Assignor wishes to sell and assign to Assignee all right, title and interest to the Trademark.

NOW THEREFORE, for mutual consideration provided, the sufficiency of which is acknowledged, the parties agree as follows:

(1) Assignor assigns to Assignee all rights, title, and interest in and to the Trademark, including, without limitation, and all associated goodwill and the right to sue for past and present infringements of the Trademark. Assignor will execute the Trademark Assignment Agreement attached as **Exhibit A** for recordation of the assignment with the United States Patent and Trademark Office and to cooperate as necessary (including signing all necessary documents) to effectuate the assignment of rights.

(2) Assignor represents and warrants that (i) Assignor has not sold, assigned, transferred, conveyed, licensed, or otherwise disposed of the Trademark in whole or in part or contracted with any third party with respect to the Trademark; and (ii) the individual executing the Agreement and the Assignment attached as Exhibit A is duly authorized and empowered to do so.

(3) Assignor agrees to cooperate with and assist Assignee in obtaining rights in the Trademark pursuant to this Agreement, including, without limitation, executing all documents necessary to document the purchase of the rights assigned by Assignor to Assignee and assisting Assignee with the validity the Trademark.

(4) Assignor will not contest the validity of the Trademark and will not contest or object to the use or registration of the Trademark by Assignee, its successors and/or assigns.

(5) Assignor agrees to keep strictly confidential the existence and terms of this Agreement and will not disclose such information except to the extent required by law or, in strict confidence, to Assignor's accountants and/or attorneys.

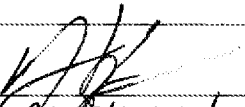
(6) This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements or understandings, written or oral, between them relating to the Trademark. No other promises or agreements are binding upon the parties with respect to this subject matter unless contained in this Agreement or separately agreed to in writing and signed by an authorized representative of each of the parties. This Agreement can be executed in

counterparts and facsimile copies of signatures deemed original for all purposes. This document is admissible in any proceeding to interpret or enforce this Agreement.

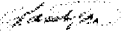
(7) This Agreement is governed exclusively by the laws of the State of New York without reference to conflict of laws principles.

**IN WITNESS WHEREOF**, the parties have executed this Agreement below by their duly authorized representatives.

Walden-Hays, Inc.

By:   
Name: Ryan Janssen  
Title: Vice President  
Date: 8-23-2022

Callaway Golf Company

By:   
Name: Sarah Kim  
Title: VP, General Counsel and Corporate Secretary  
Date: Aug 23, 2022

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# EXHIBIT A

## TRADEMARK ASSIGNMENT

WHEREAS, Walden-Hays, Inc., a New York corporation, with its principal business at PO Box 1514, New York, NY 10276 ("Assignor") is the record owner of US Trademark Registration No. 5300624 ("Trademark");

and

WHEREAS, Callaway Golf Company, a Delaware corporation, with its principal business at 2180 Rutherford Road, Carlsbad, CA 92008 ("Assignee") is desirous of acquiring all rights, title, and interest in and to the Trademark and all associated goodwill.

NOW THEREFORE IT IS AGREED AS FOLLOWS

For good and valuable consideration, the receipt and sufficiency have been mutually acknowledged, Assignor sells, assigns, transfers, and conveys to Assignee, its successors, and assigns, the entire rights, title, and interest in and to the Trademark, all associated goodwill, as well as the right to sue for past and present infringements.

This agreement is effective as of August 23, 2022.

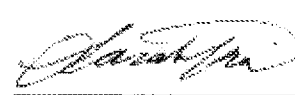
Walden-Hays, Inc.

Callaway Golf Company

  
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Name: *Anthony Vasaroua*  
Title: *Vice President*  
Date: *9.23.2022*

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\_\_\_\_\_

Name: Sarah Kim  
Title: VP, General Counsel and Corporate Secretary  
Date: Aug 23, 2022