

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508055

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Callaway Golf Company		01/04/2019	Corporation: DELAWARE
Callaway Golf Sales Company		01/04/2019	Corporation: CALIFORNIA
Callaway Golf Ball Operations, Inc.		01/04/2019	Corporation: DELAWARE
Ogio International, Inc.		01/04/2019	Corporation: UTAH
Callaway Golf Interactive, Inc.		01/04/2019	Corporation: TEXAS
Callaway Golf International Sales Company		01/04/2019	Corporation: CALIFORNIA
Travismathew, LLC		01/04/2019	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	333 South Hope Street, 13th Floor
<b>Internal Address:</b>	CA9-193-13-33
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
<b>Registration Number:</b>	5622791	APEX
<b>Registration Number:</b>	5595780	CALLAWAY
<b>Serial Number:</b>	87941295	CALLAWAY
<b>Registration Number:</b>	5459084	GBB EPIC
<b>Serial Number:</b>	88233188	SUPERSOFT
<b>Registration Number:</b>	5531986	TOUR TESTED
<b>Serial Number:</b>	88207645	
<b>Serial Number:</b>	88195917	
<b>Serial Number:</b>	88195940	
<b>Registration Number:</b>	5611540	CUATER

CH \$440.00 5622791

Property Type	Number	Word Mark
Registration Number:	5611962	LIFE ON TOUR
Serial Number:	88108450	PROCEED WITH CAUTION
Serial Number:	88186255	
Serial Number:	88191944	C
Serial Number:	88238755	C
Serial Number:	88230591	OGIO ALPHA
Serial Number:	88228993	OGIO SHADOW

**CORRESPONDENCE DATA**

Fax Number: 2027393001

*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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	102507-0118
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	01/31/2019

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of January 4, 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).

### WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Loan and Security Agreement dated as of November 20, 2017 (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 Trademark 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 TRADEMARK 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 “Trademark Collateral”):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a “Trademark”);

(b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all renewals or extensions of the foregoing Trademarks;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(e) 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 Trademarks; and

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

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark 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 Trademark 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 Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark 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 Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark 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 Trademark 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 Trademark 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 Trademark 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, Chief Financial  
Officer, General Counsel and Corporate  
Secretary

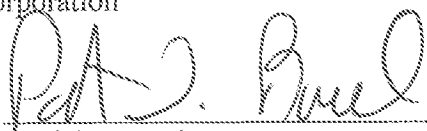
CALLAWAY GOLF SALES COMPANY,  
a California corporation

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

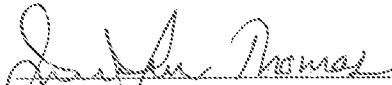
OGIO INTERNATIONAL, INC.,  
a Utah corporation

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

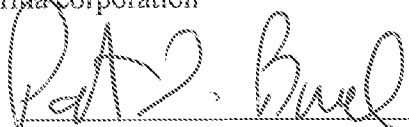


[Signature page to Trademark Security Agreement]

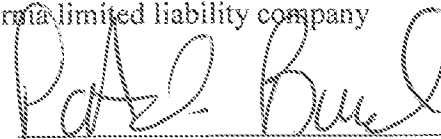
CALLAWAY GOLF INTERACTIVE, INC.,  
a Texas corporation

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

CALLAWAY GOLF INTERNATIONAL SALES  
COMPANY,  
a California corporation

By:   
Name: Patrick S. Burke  
Title: President

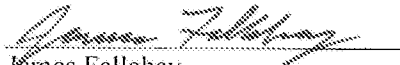
TRAVISMATHEW, LLC,  
a California limited liability company

By:   
Name: Patrick S. Burke  
Title: Treasurer



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 Trademark Security Agreement]

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

See attached.



## Trademarks

### UNITED STATES TRADEMARKS:

<u>Owner</u>	<u>Application/Registration No.</u>	<u>Trademark</u>
Callaway Golf Company	88180209	360 Face Cup
Callaway Golf Company	88190807	AIRPAD
Callaway Golf Company	87913611/5622791	Apex
Callaway Golf Company	88125584	APEX SMOKE
Callaway Golf Company	88108765	Broomstick
Callaway Golf Company	87870332/5595780	Callaway
Callaway Golf Company	87941295	Callaway
Callaway Golf Company	88190650	Callaway JAWS
Callaway Golf Company	88207414	F stylized
Callaway Golf Company	88227008	Flash Face Technology
Callaway Golf Company	87632225/5459084	GBB Epic
Callaway Golf Company	87788459	Groove-In-Groove Technology
Callaway Golf Company	88111354	Kings of Ball Speed
Callaway Golf Company	88204108	SIDE SAUCE

<u>Owner</u>	<u>Application/Registration No.</u>	<u>Trademark</u>
Callaway Golf Company	88190877	STORM SERIES
Callaway Golf Company	88233188	Supersoft
Callaway Golf Company	88205711	SUSPENDED ENERGY CORE
Callaway Golf Company	88190823	TECHLITE SERIES
Callaway Golf Company	87693559/5531986	Tour Tested
Callaway Golf Company	88207645	TRIPLE TRACK DESIGN
Callaway Golf Company	87762701	TRUVIS Pattern
Callaway Golf Company	87891323	Tuttle
Ogio International, Inc.	87732698	OGIO ME
Ogio International, Inc.	87732703	OGIO MY EXPRESSION
Ogio International, Inc.	87804218	OGIO CLUB
Ogio International, Inc.	88188236	OGIO SHADOW
Ogio International, Inc.	88195917	Rig 9800 design
Ogio International, Inc.	88195940	RENEGADE design
TravisMathew, LLC	87870420/5611540	Cuater
TravisMathew, LLC	87905794/5611962	Life on Tour

<u>Owner</u>	<u>Application/Registration No.</u>	<u>Trademark</u>
TravisMathew, LLC	88108450	PROCEED with CAUTION
TravisMathew, LLC	88186255	PATCH DESIGN
TravisMathew, LLC	88191944	CUATER C logo
TravisMathew, LLC	88195360	CUATER C logo
TravisMathew, LLC	88195858	CUATER C logo
TravisMathew, LLC	88195836	CUATER C logo
TravisMathew, LLC	88238755	CUATER C logo
TravisMathew, LLC	88208557	SORRY FOR BEING AWESOME
Ogio International, Inc.	88230591	OGIO Alpha
Ogio International, Inc.	88228993	OGIO SHADOW
Ogio International, Inc.	88228934	OGIO SHADOW