

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

CALLAWAY GOLF COMPANY,

Plaintiff,

v.

ACUSHNET COMPANY,

Defendant.

C. A. No. 06-91 (SLR)

[PROPOSED]
ORDER PERMANENTLY ENJOINING
ACUSHNET'S INFRINGING ACTIVITIES

WHEREAS Defendant Acushnet Company on December 3, 2007 stipulated that its Pro V1 line of products, collectively, are covered by and infringe the following claims of Callaway Golf's patents: claims 1, 4, and 5 of U.S. Patent No. 6,210,293; claims 1, 2, and 3 of U.S. Patent No. 6,503,156; claim 5 of U.S. Patent No. 6,506,130; and claims 1 and 3 of U.S. Patent No. 6,595,873 [D.I. 367]; and

WHEREAS the Jury returned a verdict on December 14, 2007 upholding the validity of claims 1 and 4 of U.S. Patent No. 6,210,293; claims 1, 2, and 3 of U.S. Patent No. 6,503,156; claim 5 of U.S. Patent No. 6,506,130; and claims 1 and 3 of U.S. Patent No. 6,595,873 ("the Relevant Patent Claims") [D.I. 398]; and

WHEREAS, consistent with the Jury's verdict, the Court entered judgment in Callaway Golf's favor on December 19, 2007 with respect to the validity of the Relevant Patent Claims [D.I. 404];

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. Pursuant to 35 U.S.C. § 283, Acushnet and its successors, assigns, officers, agents, servants, employees, attorneys, and persons in active concert or participation with them, including any affiliated entities, during the term of the patents-in-suit (U.S. Patent Nos. 6,210,293; 6,503,156; 6,506,130; and 6,595,873), are hereby ENJOINED and

RESTRAINED from infringing and from inducing, contributing to, or otherwise causing the infringement of the Relevant Patent Claims by making, using, selling, or offering to sell in the United States, or importing into the United States, or by inducing, contributing to, or otherwise causing the performance of any such activities by third-parties with regard to, any of the Pro V1 line of golf balls including the Pro V1, Pro V1x, Pro V1*, or any variations thereof not more than colorably different (collectively “the Pro V1 products”).

2. Acushnet’s professional golfers currently under contract are permitted to play Pro V1 products through the end of the 2008 calendar year. However, in addition to the notice required below in paragraph 4, Acushnet shall notify in writing all professional golfers affiliated with Acushnet that Pro V1 products will no longer be available after December 31, 2008.

3. Distributors and retailers of Acushnet’s products, and Acushnet customers, may dispose of remaining Pro V1 product inventory in their physical possession by sale or otherwise, but Acushnet shall not further supply any distributors, retailers and/or customers with Pro V1 products as of the date of this Order.

4. Within ten (10) business days of entry of this Order on the Court’s docket, Acushnet shall provide notice of this Order Permanently Enjoining Acushnet’s Infringing Activities to all distributors, retailers, customers or other third-parties who have ordered, received or purchased any Pro V1 products from Acushnet or any affiliated entity.

SO ORDERED, this ____ day of _____, 2008.

United States District Judge