

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tharanco Lifestyles LLC		01/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Port Jackson Holdings, LLC		01/30/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Lifestyle Brands Holdings LLC
Street Address:	99 Hook Road, Section 5
City:	Bayonne
State/Country:	NEW JERSEY
Postal Code:	07002
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3386198	
Registration Number:	3057336	WEATHERKNIT
Serial Number:	77385851	2° BELOW

**CORRESPONDENCE DATA**

Fax Number: (212)643-6500  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212643700  
 Email: bgarces@sillscummis.com, pto@sillscummis.com  
 Correspondent Name: Sills Cummis & Gross P.C.  
 Address Line 1: One Rockefeller Plaza, Suite 25  
 Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	09910007.000018
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NAME OF SUBMITTER:	Philip Braginsky
Signature:	/Philip Braginsky/
Date:	02/24/2009
<b>Total Attachments: 7</b> source=A4-TLLPJHL-To-LBHL (GNC Marks)-Executed#page1.tif source=A4-TLLPJHL-To-LBHL (GNC Marks)-Executed#page2.tif source=A4-TLLPJHL-To-LBHL (GNC Marks)-Executed#page3.tif source=A4-TLLPJHL-To-LBHL (GNC Marks)-Executed#page4.tif source=A4-TLLPJHL-To-LBHL (GNC Marks)-Executed#page5.tif source=A4-TLLPJHL-To-LBHL (GNC Marks)-Executed#page6.tif source=A4-TLLPJHL-To-LBHL (GNC Marks)-Executed#page7.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made by and among **Tharanco Lifestyles LLC**, a limited liability company organized and existing under the laws of Delaware, with offices at 99 Hook Road, Sec. 5., Bayonne, New Jersey 07002 ("Tharanco"), **Port Jackson Holdings, LLC**, a limited liability company organized and existing under the laws of Delaware, with offices at c/o Sankaty Advisors, LLC, 111 Huntington Avenue, Boston, Massachusetts 02199 ("Port Jackson"). Tharanco and Port Jackson shall be collectively referred to herein as the "Assignor" and **Lifestyle Brands Holdings LLC**, a limited liability company organized and existing under the laws of Delaware, with offices at 99 Hook Road, Sec 5, Bayonne, New Jersey 07002. Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, MacGregor Golf Company, a corporation organized and existing under the laws of Delaware, with offices at 1000 Pecan Grove Drive, Albany, Georgia, 31701 ("MGC") and Greg Norman Collection, Inc., a corporation organized under the laws of Delaware, with offices at 110 West 57<sup>th</sup> Street, New York, NY 10019 ("GNC," and together with MGC, the "Seller") and Assignor are parties to that certain Intellectual Property Transfer Agreement, dated as of January 30, 2009 (the "IP Agreement"), relating to the conveyance by Seller to Assignor of certain trademarks as specifically set forth in the IP Agreement, including without limitation all right, title, and interest in and to the trademarks, trademark applications and trademark registrations set forth on Schedule A appended hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the IP Agreement, Assignor has acquired all right, title, and interest in and to the Trademarks and the goodwill associated therewith, and pursuant to that certain limited liability company agreement by and between Assignor and Assignee dated January 30, 2009 (the "LLC Agreement") Assignor is now conveying to Assignee all right title and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, pursuant to the terms and conditions of the IP Agreement and the LLC Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all rights, title and interests in and to the Trademarks, including, without limitation, the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registrations therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

3. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the IP Agreement, the provision in the IP Agreement shall be deemed controlling.

4. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the IP Agreement.

6. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed by its officer thereunto duly authorized, as of the 30<sup>th</sup> day of January, 2009.

THARANCO LIFESTYLES LLC

By: \_\_\_\_\_

Name: HARSH THARANCO

Title: CHAIRMAN

PORT JACKSON HOLDINGS, LLC

By: \_\_\_\_\_

Name:

Title:

STATE OF NEW YORK )

COUNTY OF NEW YORK )

On this 30 day of January, 2009, before me personally appeared HARSH THARANCO, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

The Assignee accepts the above Assignment:

LIFESTYLE BRANDS HOLDINGS LLC

**JOSEPH C. WALSH**  
**NOTARY PUBLIC STATE OF NEW YORK**  
**No. 01WA614077**  
**QUALIFIED IN NEW YORK COUNTY**  
**COMMISSION EXPIRES FEBRUARY 13, 2010**

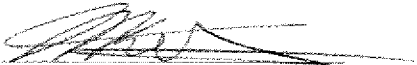
By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed by its officer thereunto duly authorized, as of the 30<sup>th</sup> day of January, 2009.

THARANCO LIFESTYLES LLC

By:   
Name: MANU MIRCHANDANI  
Title: VP / C.O

PORT JACKSON HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK     )  
  )  
COUNTY OF NEW YORK    )

On this 30 day of January, 2009, before me personally appeared Manu Mirchandani known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**JOSEPH C. WALSH**  
**NOTARY PUBLIC STATE OF NEW YORK**  
**No. 01WA614077**  
**QUALIFIED IN NEW YORK COUNTY**  
**COMMISSION EXPIRES FEBRUARY 13, 2010**

The Assignee accepts the above Assignment:

LIFESTYLE BRANDS HOLDINGS LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed by its officer thereunto duly authorized, as of the 30<sup>th</sup> day of January, 2009.

THARANCO LIFESTYLES LLC

By: \_\_\_\_\_  
Name:  
Title:

PORT JACKSON HOLDINGS, LLC

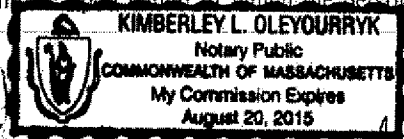
By: Stuart Davies  
Name: Stuart Davies  
Title: Vice President

COMMONWEALTH OF )  
MASSACHUSETTS )  
COUNTY OF SUFFOLK )

On this 26<sup>th</sup> day of January, 2009, before me personally appeared Stuart Davies known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entire ~~same~~ power ~~of which~~ he acted, executed the instrument.

WITNESS my hand and official seal.

Kimberley L. Oleyourryk  
NOTARY PUBLIC



My commission expires: August 20, 2015

The Assignee accepts the above Assignment:

LIFESTYLE BRANDS HOLDINGS LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed by its officer thereunto duly authorized, as of the 30<sup>th</sup> day of January, 2009.

THARANCO LIFESTYLES LLC

By: \_\_\_\_\_  
Name:  
Title:

PORT JACKSON HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK     )  
  )  
COUNTY OF NEW YORK    )

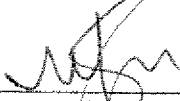
On this \_\_\_\_ day of January, 2009, before me personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

The Assignee accepts the above Assignment:

LIFESTYLE BRANDS HOLDINGS LLC

By:   
Name: MICHAEL J. SETOLA  
Title: CEO



**Schedule A**

**U.S. Trademarks**

Mark	Country	Reg #
Two Shark Tooth Design	United States	3386198
WEATHERKNIT	United States	3057336
2 Below	United States	A 77385851

**Foreign Trademarks**

Mark	Country	Reg #
Two Shark Tooth Design	Australia	983323
Two Shark Tooth Design	Indonesia*	A: IDM000045483
Two Shark Tooth Design	Malaysia	A: 2003/17541
Two Shark Tooth Design	Saudi Arabia	737/12
Two Shark Tooth Design	South Africa	2003/22641
Two Shark Tooth Design	United Arab Emirates	47821
WEATHERKNIT	Australia	1017544
WEATHERKNIT	Canada	TMA685055
WEATHERKNIT	China*	4237666
WEATHERKNIT	European Community	004001038
WEATHERKNIT	Hong Kong	300277588
WEATHERKNIT	India*	1305456
WEATHERKNIT	Indonesia*	A: IDM0000727757
WEATHERKNIT	Mexico#	853715
WEATHERKNIT	Singapore	T04/14182G
WEATHERKNIT	Thailand*	TM228196

\* Assignment from Reebok in process

# Name change from 101 Acquisition in process