

Translation

Commercial Register B of the Local Court
Braunschweig

Hardcopy
Retrieve of 30.10.2008 11:18

Number of the company: HRB 4647
Page 1 of 3

Number of Registration	a) Company Domicile, Branch, Establishment b) Kind of Business	Original or Capital Stock	a) General Regulations for Representation b) Executive Board, Management Body, Managing Directors, General Partners, Executive Director, Authorized Representatives and Special Power of Representation	Proxy	a) Legal Form, Commencement, Articles of Association or Shareholder Agreement b) Other Legal Relationship	a) Day of Registration b) Remarks
1	<p>2</p> <p>a) <u>AEA Technology QSA GmbH</u></p> <p>b) Braunschweig</p> <p>c) The supply of goods and services for technical and natural scientific application, but not restricted to this, in particular the worldwide supply of technical, safety-related and environmental solutions in the field of radioactive and non-radioactive products and services for static elimination, performance of non-destructive material testing, sterilization, smoke detection, process control and calibration, and in the field of recycling, the conditioning and disposal of radioactive and non-radioactive residues.</p>	3 515,000.00EUR	<p>4</p> <p>a) The company has one or several managing directors. if only one managing director is appointed, he shall be the only representative of the company. If several managing directors are appointed, the company shall be represented commonly by two managing directors or by one managing director together with a director with appointed signatory power. Power of sole representation may be given to the managing directors. Individual managing directors may be given the authority to conclude legal acts on behalf of the company under their own name and/or as proxy agent with a third party</p> <p>b) <u>Managing Director:</u> <u>Dr. Lambrecht, Rainer, Aumühle, *09.04.1949</u></p>	<p>5</p> <p>Total proxy together with a managing director or with another proxy Handke, Christina, Schwülper, *11.07.1962 Mennuhr, Helmut, Braunschweig, *27.04.1951</p>	<p>6</p> <p>a) Limited liable company Shareholder agreement dated 03.09.1997 last amended 22.08.2001</p>	<p>7</p> <p>a) 25.08.2005 Jahnke</p> <p>b) Shareholder agreement, page 90 ff. book of entries. This registry entry has been transferred to EDP and replaces the former registry entry. Released on 25.08.2005</p>
2	<p>a) <u>QSA Global GmbH</u></p>				<p>a) The shareholders' meeting dated 23.10.2005 decided a change of the articles of association in § 1 and</p>	<p>a) 28.11.2005 Köke</p> <p>b) Decision register entry 4</p>

Address Line 1: One Rockefeller Plaza, Suite 25
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	09910007.000018
NAME OF SUBMITTER:	Philip Braginsky
Signature:	/Philip Braginsky/
Date:	02/24/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made by and among **MacGregor Golf Company**, a corporation organized and existing under the laws of Delaware, with offices at 1000 Pecan Grove Drive, Albany, Georgia, 31701 ("Assignor"), **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"), and **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 "Assignee." Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor, its wholly owned subsidiary, **Greg Norman Collection, Inc.**, a corporation organized under the laws of Delaware, with offices at 110 West 57th Street, New York, NY 10019, and Assignee are parties to that certain Intellectual Property Transfer Agreement, dated as of January 30, 2009 (the "IP Agreement"), relating to the conveyance to Assignee 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").

NOW, THEREFORE, pursuant to the terms and conditions of the IP 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.

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

MACGREGOR GOLF COMPANY

By: [Signature]
Name: MICHAEL J. SETOLA
Title: PRESIDENT AND CEO

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 23 day of January, 2009, before me personally appeared MICHAEL J. SETOLA, 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.
[Signature]
NOTARY PUBLIC

JOSEPH C. WALSH
NOTARY PUBLIC STATE OF NEW YORK
No. 01WA614077
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES FEBRUARY 13, 2010
My commission expires: _____

The Assignee accepts the above Assignment:

THARANCO LIFESTYLES LLC

PORT JACKSON HOLDINGS, LLC

By: _____
Name:
Title:

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 30th day of January, 2009.

MACGREGOR GOLF COMPANY

By: [Signature]
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:

THARANCO LIFESTYLES LLC

PORT JACKSON HOLDINGS, LLC

By: _____
Name: ANTHONY THARANCO
Title: CHAIRMAN

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 30th day of January, 2009.

MACGREGOR GOLF COMPANY

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:

THARANCO LIFESTYLES LLC

PORT JACKSON HOLDINGS, LLC

By: _____
Name:
Title:

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

Schedule A

U.S. Trademarks

Mark	Country	Reg #
Lion & Unicorn design	United States	1562331
TOURNEY	United States	2340124

Foreign Trademarks

Mark	Country	Reg #
Lion & Unicorn	Argentina	1730749
Lion & Unicorn	Indonesia	433896
Lion & Unicorn	Mexico	592127
Lion & Unicorn	Singapore	T98/00993F
Lion & Unicorn	Taiwan	848328
TOURNEY	Hong Kong	199909713
TOURNEY	Indonesia	437401
TOURNEY	Japan	896440
TOURNEY	Korea	109630
TOURNEY	Malaysia	98 001683
TOURNEY	Mexico	984008
TOURNEY	New Zealand	287442
TOURNEY and Design	New Zealand	B192725
TOURNEY	Singapore	T98/00696A
Tourney	South Africa	89/3787
TOURNEY	Taiwan	844081
TOURNEY	Thailand	136853
TOURNEY and Design	Spain	1329455
Tourney design	Korea	195383
TOURNEY w/ lion&unicorn design	Australia	509494