

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: 2			
Property Type	Number	Word Mark	
Registration Number:	1562331		
Registration Number:	2340124	TOURNEY	
CORRESPONDENCE DATA			
Fax Number:	(212)643-6500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
NAME OF SUBMITTER:	Philip Braginsky		

CH \$65.00 1562331

Signature:	/Philip Braginsky/
Date:	02/24/2009
Total Attachments: 7 source=B4-TLLPJHL-To-LBHL (MCG Marks)-Executed.pdf new#page1.tif source=B4-TLLPJHL-To-LBHL (MCG Marks)-Executed.pdf new#page2.tif source=B4-TLLPJHL-To-LBHL (MCG Marks)-Executed.pdf new#page3.tif source=B4-TLLPJHL-To-LBHL (MCG Marks)-Executed.pdf new#page4.tif source=B4-TLLPJHL-To-LBHL (MCG Marks)-Executed.pdf new#page5.tif source=B4-TLLPJHL-To-LBHL (MCG Marks)-Executed.pdf new#page6.tif source=B4-TLLPJHL-To-LBHL (MCG Marks)-Executed.pdf new#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 57th 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 30th day of January, 2009.

THARANCO LIFESTYLES LLC

By: [Signature]
Name: HARISH THARANI
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 HARISH THARANI, 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

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 30th day of January, 2009.

THARANCO LIFESTYLES LLC

By: [Signature]
Name: MANILA MURCHANDANI
Title: UP/CEO

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 Murchandan, 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

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 30th day of January, 2009.

THARANCO LIFESTYLES LLC

By: _____
Name:
Title:

PORT JACKSON HOLDINGS, LLC

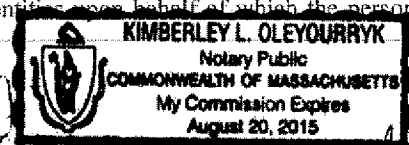
By: J. S. Davies
Name: Stuart Davies
Title: Vice President

COMMONWEALTH OF)
MASSACHUSETTS)
COUNTY OF SUFFOLK)

On this 26th 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 entity ~~was~~ ^{on behalf of which the person acted}, executed the instrument.

WITNESS my hand and official seal.

[Signature]
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 30th 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.

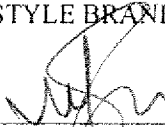
WITNESS my hand and official seal.

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 #
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