

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
Callaway Golf Company		02/15/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PEI Licensing, Inc.
Street Address:	3000 N.W. 107th Avenue
City:	Miami
State/Country:	FLORIDA
Postal Code:	33172
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2929040	BIG BEN
Registration Number:	2724175	B H
Registration Number:	2836433	BH
Registration Number:	2933046	B H
Registration Number:	2855882	BEN HOGAN
Registration Number:	2771772	BEN HOGAN
Registration Number:	2855900	BEN HOGAN
Registration Number:	1189316	BEN HOGAN
Registration Number:	2771773	HOGAN
Registration Number:	3099279	LITTLE BEN
Registration Number:	1020613	SURE-OUT
Registration Number:	3091463	C · S3

CORRESPONDENCE DATA

Fax Number: (305)406-0513

Email: legal@pery.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Tricia M. Thompkins

Address Line 1: 3000 N.W. 107th Avenue

Address Line 4: Miami, FLORIDA 33027

ATTORNEY DOCKET NUMBER:	HOGAN ASSIGNMENT
NAME OF SUBMITTER:	Tricia Thompkins
Signature:	/Tricia Thompkins/
Date:	02/29/2012

Total Attachments: 9

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UNITED STATES AND CANADA

INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 15th day of February, 2012, is made and entered into by and between Callaway Golf Company, a Delaware corporation, having a place of business at 2180 Rutherford Road, Carlsbad, CA 92008 ("Assignor") and PEI Licensing, Inc., a Delaware corporation having a place of business at 3000 N.W. 107th Avenue, Miami, Florida 33172 ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement, dated as of February 15, 2012, between Perry Ellis International, Inc. and Callaway (the "Purchase Agreement").

WHEREAS, Assignor is the owner of each of the trademarks (including those which may be entitled to be registered in additional territories), trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto, (the "Trademarks"), and any and all copyright subsisting in the subject matter of the Trademarks, including any design or word components (collectively, the "Purchased Intellectual Property");

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee:
 - (a) all of Assignor's right, title and interest in, and good will associated with, the Purchased Intellectual Property and the Domain Names, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights"); and
 - (b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;

- (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights from and after the Closing; and
- (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

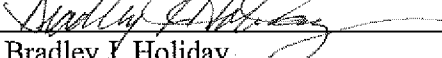
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

4. Counterparts. This Assignment may be executed in one (1) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:
CALLAWAY GOLF COMPANY

By: 
Name: Bradley J. Holiday
Title: Senior Executive Vice President and Chief Financial Officer



ASSIGNEE:
PEI LICENSING, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:
CALLAWAY GOLF COMPANY

By: _____
Name: Bradley J. Holiday
Title: Senior Executive Vice President and Chief Financial Officer

ASSIGNEE:
PEI LICENSING, INC.

By: _____
Name: Co. Shade
Title: SVP of General Counsel

SCHEDULE A - TRADEMARKS

Trademark Name	Country Name	Trademark Status	Reg. Number	Class
BEN HOGAN	China (People's Republic)	Registered	3224562	28 Int.
BEN HOGAN	Hong Kong	Registered	5052	28 Int.
HOGAN	Hong Kong	Registered	199809165	28 Int.
BEN HOGAN	Italy	Renewed	785.968	25 Int., 28 Int.
BEN HOGAN	Japan	Registered	2521261	25 Int.
BEN HOGAN	Japan	Registered	2512557	28 Int.
BEN HOGAN	Japan	Registered	602133	25 Int., 28 Int.
BEN HOGAN	Japan	Renewed	4446046	18 Int.
BEN HOGAN SIGNATURE	Japan	Renewed	4483349	25 Int., 28 Int.
BEN HOGAN TOUR AND LOGO	Japan	Registered	2586057	18 Int., 25 Int.
HOGAN	Japan	Registered	2529190	25 Int., 28 Int.
HOGAN AND KATAKANA	Japan	Registered	2571500	18 Int.
HOGAN EDGE	Japan	Registered	2621508	28 Int.
Ben Hogan (image)	Japan	Registered	5458916	25 Int.
BEN HOGAN	Japan	Registered	5459119	25 Int.
Ben Hogan (stylized)	Japan	Registered	5457358	25 Int.
HOGAN	Japan	Registered	4890150	28 Int.
BEN HOGAN	Korea, Republic of	Registered	536643	25 Int.
BEN HOGAN (SIGNATURE)	Korea, Republic of	Registered	536644	25 Int.
CS3	Korea, Republic of	Registered	848181	28 Int.
Big Ben	United States of America	Registered	2929040	28 Int.
B H AND DESIGN	United States of America	Registered	2724175	25 Int.
B H AND DESIGN	United States of America	Registered	2836433	28 Int.

Trademark Name	Country Name	Trademark Status	Reg. Number	Class
B H AND DESIGN	United States of America	Registered	2933046	28 Int.
BEN HOGAN (STYLIZED)	United States of America	Registered	2855882	25 Int.
BEN HOGAN (STYLIZED)	United States of America	Registered	2771772	28 Int.
BEN HOGAN (STYLIZED)	United States of America	Registered	2855900	24 Int.
BEN HOGAN SIGNATURE	United States of America	Renewed	1189316	18 Int., 25 Int., 28 Int.
HOGAN (STYLIZED)	United States of America	Registered	2771773	28 Int.
LITTLE BEN	United States of America	Registered	3099279	28 Int.
SURE-OUT	United States of America	Renewed	1020613	28 Int.
CS3	United States of America	Registered	3091463	28 Int.
BEN HOGAN	Australia	Renewed	547191	25 Int.
BEN HOGAN	Australia	Renewed	547192	28 Int.
HOGAN	Australia	Renewed	547193	25 Int.
HOGAN	Australia	Renewed	547194	28 Int.
LEGEND	Australia	Renewed	306682	28 Int.
BEN HOGAN	Canada	Registered	303837	25 Int.
HOGAN	Canada	Renewed	433247	25 Int.
LEGEND	Canada	Registered	236288	28 Int.
LEGEND	Canada	Renewed	241926	28 Int.
MEDALLION	Canada	Registered	199884	28 Int.
CS3	Canada	Registered	660319	28 Int.
BEN HOGAN	European Community	Renewed	1672591	28 Int.
HOGAN	European Community	Renewed	1672641	28 Int.
BEN HOGAN	Germany	Renewed	971353	18 Int., 28 Int.
BEN HOGAN	Germany	Renewed	330 91 185.8	25 Int.

Trademark Name	Country Name	Trademark Status	Reg. Number	Class
HOGAN	Germany	Renewed	2009186	28 Int.
HOGAN	Germany	Renewed	30091183	25 Int.
LEGEND	Germany	Registered	968647	
BEN HOGAN	United Kingdom	Registered	1142876	25 Int.
BEN HOGAN	United Kingdom	Registered	1142877	28 Int.
BEN HOGAN (SIGNATURE)	United Kingdom	Renewed	892382	25 Int.
HOGAN	United Kingdom	Renewed	1249046	28 Int.
HOGAN	United Kingdom	Renewed	1249045	25 Int.
HOGAN EDGE	United Kingdom	Registered	1360807	28 Int.
BEN HOGAN	Argentina	Registered	1466025	25 Int.
BEN HOGAN	Argentina	Registered	1466026	28 Int.
BEN HOGAN	Austria	Registered	136350	25 Int., 28 Int.
BEN HOGAN	Brazil	Registered	826970214	28 Int.
BEN HOGAN	Benelux	Registered	755782	28 Int.
BEN HOGAN	Denmark	Registered	2572/1982	25 Int., 28 Int.
HOGAN	Denmark	Registered	2241.1993	25 Int., 28 Int.
HOGAN	Ecuador	Registered	2621-91	25 Int.
BEN HOGAN	Finland	Registered	126854	25 Int., 28 Int.
BEN HOGAN	Ireland	Registered	224801	25 Int.
HOGAN EDGE	Ireland	Renewed	B150083	28 Int.
BEN HOGAN	Mexico	Registered	779981	28 Int.
BEN HOGAN	Malaysia	Renewed	77087	28 Int.
BEN HOGAN	New Zealand	Renewed	660810	25 Int.
CS3	New Zealand	Renewed	728297	28 Int.

Trademark Name	Country Name	Trademark Status	Reg. Number	Class
BEN HOGAN	Norway	Registered	151 049	25 Int., 28 Int.
HOGAN	Norway	Registered	151789	25 Int., 28 Int.
BEN HOGAN	Portugal	Registered	270038	25 Int.
BEN HOGAN	Portugal	Registered	270037	28 Int.
HOGAN	Portugal	Registered	224.143	28 Int.
BEN HOGAN	Singapore	Registered	T0705357J	28 Int.
BEN HOGAN	Spain	Registered	2603166	25 Int., 28 Int.
BEN HOGAN	Sweden	Registered	184.921	25 Int., 28 Int.
BEN HOGAN	Switzerland	Renewed	322270	25 Int., 28 Int.
BEN HOGAN	Thailand	Registered	217755	28 Int.
HOGAN	Thailand	Registered	TM246852	28 Int.
HOGAN EDGE	Thailand	Registered	217756	28 Int.
BEN HOGAN (image)	China	Allowed	9650446	25 Int.
BEN HOGAN	China	Pending	9637225	25 Int.
Ben Hogan (script)	China	Pending	9637224	25 Int.
Ben Hogan (stylized)	China	Pending	9637223	25 Int.
BEN HOGAN (image)	Vietnam	Pending	4201113039	25 Int.
BEN HOGAN	Vietnam	Pending	4201112343	25 Int.
Ben Hogan (script)	Vietnam	Pending	4201112344	25 Int.
Ben Hogan (stylized)	Vietnam	Pending	4201112345	25 Int.

SCHEDULE B – DOMAIN NAMES

Domain Name	Extension	Country	Registration Date	Paid Until Date
benhogan.ca	ca	CANADA	29-Oct-00	22-Apr-12
benhogan.cn	cn	CHINA	17-Mar-03	17-Mar-12
benhogan.co.kr	co.kr	KOREA, REPUBLIC OF	11-Feb-05	11-Feb-13
benhogan.com	com	gTLD	28-Dec-98	28-Dec-13
benhogan.com.au	com.au	AUSTRALIA	29-Jan-10	28-Jan-14
benhogan.com.cn	com.cn	CHINA	16-Dec-02	16-Dec-12
benhogan.eu	eu	EUROPEAN UNION	30-Apr-06	30-Apr-12
benhogan.info	info	gTLD	3-Aug-01	3-Aug-13
benhogan.kr	kr	KOREA, REPUBLIC OF	28-Feb-07	28-Feb-13
benhogan.net	net	gTLD	20-Sep-02	20-Sep-13
benhogan.net.cn	net.cn	CHINA	16-Dec-02	16-Dec-12
benhogan.org	org	gTLD	20-Sep-02	20-Sep-13
benhogan.org.cn	org.cn	CHINA	16-Dec-02	16-Dec-12
benhogan.us	us	UNITED STATES	24-Apr-02	23-Apr-13
benhogangolf.com	com	gTLD	6-Nov-98	5-Nov-13
benhogangolf.eu	eu	EUROPEAN UNION	7-Jun-06	30-Jun-12
benhoganoutlet.com	com	gTLD	21-May-04	21-May-13
benhoganpre-owned.com	com	gTLD	21-May-04	21-May-13
benhoganpreowned.com	com	gTLD	11-Jan-06	11-Jan-13
preownedbenhogan.com	com	gTLD	21-May-04	21-May-13