

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF 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 NW 107th Avenue		
Internal Address:	Legal Department		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33172		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3791151	BEN HOGAN	
Registration Number:	3815349	BH	
Registration Number:	3695808	LEGEND	
CORRESPONDENCE DATA			
Fax Number:	3052218735		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3058731735		
Email:	legal@pery.com		
Correspondent Name:	Tricia M. Thompkins, Esq.		
Address Line 1:	3000 NW 107th Avenue		
Address Line 2:	Legal Department		
Address Line 4:	Miami, FLORIDA 33172		
NAME OF SUBMITTER:	Tricia M. Thompkins, Esq.		
SIGNATURE:	/TMTvu/		
DATE SIGNED:	02/08/2016		
Total Attachments: 5			
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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.

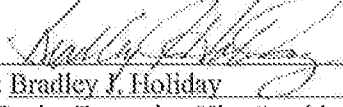
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

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:
PBI 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

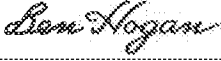

ASSIGNEE:
PEI LICENSING, INC.

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

SIGNATURE PAGE TO
UNITED STATES AND CANADA
INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

TRADEMARK
REEL: 005726 FRAME: 0218

SCHEDULE A
Trademark in United States

Mark	Classes	Registration No.
LEGEND	28	3695808
BEN HOGAN Signature 	33	3791151
BH Starburst Design 	33	3815349