

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496719

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|---|------------------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America N.A. | | 11/02/2018 | National Banking Association: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | PEI Licensing, Inc. | | |
| Street Address: | 3000 NW 107th Ave. | | |
| City: | Miami | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33172 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77703688 | LEGEND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3122685063 | | |
| <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: | (888) 315-0732 | | |
| Email: | officeactions@norvellip.com | | |
| Correspondent Name: | Luis Moreau | | |
| Address Line 1: | P.O. Box 2461 | | |
| Address Line 4: | CHICAGO, ILLINOIS 60690 | | |
| NAME OF SUBMITTER: | Luis Moreau | | |
| SIGNATURE: | /Luis Moreau/ | | |
| DATE SIGNED: | 11/04/2018 | | |
| Total Attachments: 3 | | | |
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OP \$40.00 77703688

TRADEMARK SECURITY AGREEMENT RELEASE

This **TRADEMARK SECURITY AGREEMENT RELEASE** (this “Release”) is granted as of the date signed below (and retroactive to the date that the appurtenant obligations were satisfied or extinguished) by Bank of America National Association, a national banking association, located at 333 South Hope Street, 19th Floor, Los Angeles, CA 90071 (“Secured Party”), in favor of PEI Licensing, Inc. (“PEI”), a Delaware Corporation, located at 3000 NW 107th Avenue, Miami, Florida 33172 (the “Released Party”).

WITNESSETH:

WHEREAS, the Secured Party at one time held the security interests described herein and, to the extent that any of these security interests remains valid, the Secured Party would be the rightful owner of the security interests set forth in the agreement identified in Schedule A.

WHEREAS, PEI acquired ownership of the trademark listed in Schedule A prior to the execution of the Trademark Security Agreement identified.

WHEREAS, the Trademark Security Agreement dated November 20, 2017 from Callaway Golf Company to Bank of America, N.A, was recorded in the Assignment Division of the United States Patent and Trademark Office on December 21, 2017, at Reel 6233, Frame 0377, against the trademark identified on Schedule A hereto;

WHEREAS, the Secured Party has agreed to execute this Agreement so that the Released Party may record it with the USPTO and demonstrate that all liens against the trademark identified in Schedule A have been extinguished or satisfied.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. Release of Security Interest. The Secured Party hereby terminates, releases and discharges in favor of the Released Party any and all security interests and liens upon the trademark identified on Schedule A hereto, together with all products and proceeds thereof. Accordingly, to the extent that the Trademark Security Agreement remains valid, the liens upon the trademark identified on Schedule A hereto are hereby terminated and are of no further force and effect.

2. Reassignment. The Secured Party hereby reassigns, grants and conveys to the Released Party, without any representation, recourse or undertaking by the Secured Party, all of the Secured Party’s right, title and interest in and to the trademark identified in Schedule A, to the extent that the Released Party owns valid rights in this mark.

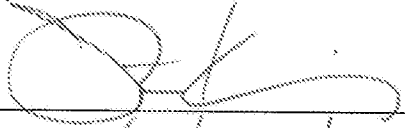
3. Governing Law. THIS RELEASE AND ANY DISPUTE, CONTROVERSY, PROCEEDING OR CLAIM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REFERENCE TO OR INCLUSION OF THE PRINCIPLES OF CHOICE OF LAW OR CONFLICTS OF LAW OF THAT JURISDICTION.

4. Successors and Assigns. This Release shall be binding upon and inure to the benefit of the parties, all future holders of the trademark listed on Schedule A, and their respective successors and assigns.

5. Counterparts. This Release may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date signed below.

Bank of America N.A.
as Secured Party

Signed: _____ 

Name (printed): Stephen King

Title: Senior Vice President

Date: 11/2/18

SCHEDULE A

**Release from Trademark Security Agreement - Dated 11/20/17
from Callaway Golf Company to Bank of America, N.A., recorded 12/21/2017
(R/F 6233/0377)**

Only one mark is listed here because that mark was acquired by Perry Ellis in 2012, prior to the security interest being granted by Callaway Golf to Bank of America. The document filed at R/F 6233/0377 should never have listed the LEGEND mark as being owned by Callaway Golf.

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|-----------|----------|------------|-----------|--------|---------|----------|------------|
| Serial #: | 77703688 | Filing Dt: | 3/31/2009 | Reg #: | 3695808 | Reg. Dt: | 10/13/2009 |
| Mark: | LEGEND | | | | | | |