



03-29-2002

03-19-2002

U.S. Patent & TMO/TM Mail Rept Dt. #26



102035620

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New 3-19-02
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger Effective Date  
Month Day Year  
12 11 00
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
12 11 00

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

03/28/2002 TDIA71 00000091 75041809

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 625.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002471 FRAME: 0050

Fund Total: 625.00  
03/28/2002 17171 000001568

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75041809"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="74583165"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2323085"/>	<input type="text" value="1909651"/>	<input type="text" value="1902285"/>
<input type="text" value="2164539"/>	<input type="text" value="2037960"/>	<input type="text" value="1853160"/>
<input type="text" value="1905523"/>	<input type="text" value="2324681"/>	<input type="text" value="1704748"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

  
Name of Person Signing

Geri Mankoff  
Signature

3.18.02  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

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Address (line 2)

Address (line 3)

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State/Country

Zip Code

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Corporation  Association

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**Registration Number(s)**

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1708191	1428486	1832274
1739844	1416338	
1644085	1395816	1279975
1641343	1356752	1695300
1249025	1447578	1448617
1159219		



## INTELLECTUAL PROPERTY ASSIGNMENT

03-19-2002

U.S. Patent & TMOtc/TM Mail RoptDt. #26

THIS ASSIGNMENT is effective this 11<sup>th</sup> day of December, 2000 ("Effective Date"), from Perry Ellis Licensing Corporation, a New York corporation ("Assignor") to Perry Ellis International, Inc. a Florida corporation headquartered at 3000 N.W. 107 Avenue, Miami, Florida 33172 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in, to and under certain intellectual property, including trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such intellectual property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following:

The trademarks listed on Schedule A annexed hereto, together with that part of the goodwill of Assignor's business connected with the use thereof and symbolized thereby and any and all other rights, privileges and priorities provided under United States, state or foreign law with respect to the foregoing, including without limitation common-law rights and rights under the laws of unfair competition ("Transferred Rights");

1. 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 Effective Date, including the right to receive all proceeds and damages therefrom;

2. Any and all rights to License Agreements, royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights; and

3. 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.

Assignor hereby covenants that it is the sole owner of the Transferred Rights, free and clear of any and all liens, security interests, claims or other encumbrances of any

kind, that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreements inconsistent herewith.

Assignor shall, without further consideration, comply with a reasonable request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Transferred Rights in Assignee and to record this Assignment with all appropriate authorities.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the 12<sup>th</sup> day of December, 2000.

**PERRY ELLIS LICENSING CORPORATION**

By: Janet Bingham  
Name: Janet Bingham  
Title: Assistant Secretary

**PERRY ELLIS INTERNATIONAL, INC.**

By: Geri Mankoff  
Title: Corporate Counsel  
Name: Geri Mankoff

# SCHEDULE A

TRADEMARK	APP. NO. <u>OR</u> REG NO.	INT'L CLASS(ES)
360°	Reg. No. 1902285	03
360° PERRY ELLIS & Design	Reg. No. 2324681	03
Bottle Design	Reg. No. 1909651	03
LOSE YOUR BLUES	Reg. No. 1832274	25
PE Design	App. No. 74583165	14,18,24,25,42
PERRY ELLIS	Reg. No. 1416338	03
PERRY ELLIS	Reg. No. 1739844	18
PERRY ELLIS	Reg. No. 1428486	25
PERRY ELLIS	Reg. No. 1279975	25
PERRY ELLIS	Reg. No. 1644085	14
PERRY ELLIS	Reg. No. 1447578	24
PERRY ELLIS	Reg. No. 1448617	25
PERRY ELLIS	Reg. No. 1249025	25
PERRY ELLIS	Reg. No. 1704748	09
PERRY ELLIS	Reg. No. 1853160	25
PERRY ELLIS & Signature Design	Reg. No. 1641343	25
PERRY ELLIS AMERICA	Reg. No. 1695300	14
PERRY ELLIS AMERICA	Reg. No. 2164539	25
PERRY ELLIS AMERICA & Eagle Design	Reg. No. 1395816	25
PERRY ELLIS AMERICA & Eagle Design (Solid Ribbon)	App. No. 75041809	03
PERRY ELLIS AMERICA & Flag Design	Reg. No. 2323085	09, 18, 25
PERRY ELLIS PORTFOLIO	Reg. No. 1159219	25
PORTFOLIO	Reg. No. 1708191	18
Shirt Design	Reg. No. 2037960	25
SOCK PORTFOLIO	Reg. No. 1356752	25
PERRY ELLIS PORTFOLIO	Reg. No. 1905523	25