

Resub

07-29-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102171583

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-21-02
 Supreme International Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: PEI Licensing, Inc.
 Internal Address: _____
 Address: _____

Street Address: 3000 NW 107th Avenue
 City: Miami State: FL Zip: 33172

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: MAY 16, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
SEE ATTACHED

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
SEE ATTACHED

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Geri Lynn Mankoff
 Internal Address: _____

Street Address: 3000 NW 107th Avenue

City: Miami State: FL Zip: 33172

6. Total number of applications and registrations involved: 119

7. Total fee (37 CFR 3.41)..... \$2990.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Geri Lynn Mankoff, Esq. Geri Lynn Mankoff
 Name of Person Signing Signature

_____ 5/16/02
 _____ Date

Total number of pages including cover sheet, attachments, and document: 24

05/21/2002 BYRNE 00000149 102906
 01 FC:481 40.00 OP
 02 FC:482 2950.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 2545 FRAME: 0667

CONTINUATION OF ITEM #4

4 (B.) CON'T.

103,906	764,739	2,349,606	1,324,697	1,849,971	2,053,139
140,890	765,571	1,167,449	1,364,606	746,700	2,060,953
150,073	796,003	1,173,403	1,370,210	1,899,915	2,075,921
221,071	796,804	1,175,298	1,374,850	1,902,795	2,075,922
258,030	799,577	1,177,385	1,411,407	1,911,471	2,091,470
305,643	807,359	1,208,593	1,418,434	1,928,826	2,129,262
2,263,848	830,632	1,208,594	1,428,537	1,934,633	2,151,550
397,414	873,862	1,219,220	1,439,242	1,935,167	2,170,126
407,361	1294432	1,219,981	1,446,537	1,935,193	2,171,034
407,522	996837	1,227,629	1,468,433	1,942,416	2,171,035
419,353	918,554	1,238,484	1,483,605	1,954,534	2,177,066
429,687	949,403	1,710,101	1,569,866	1,960,668	2,316,085
436,491	952,079	1,253,020	1,580,093	1,968,596	2,186,104
510,271	961,376	1,253,039	1,589,045	1,987,959	2,196,184
566,965	975,066	1,258,623	1,638,467	2,011,287	2,203,183
585,789	996,840	1,269,305	1,647,496	2,027,110	2,205,922
629,148	1,034,409	1,285,310	2,242,300	2,211,464	2,222,989
635,636	1,116,035	1,294,432	1,690,250	2,036,323	2,248,422
673,912	1,308,143	1,696,974	2,037,351	2,238,720	2,366,230
728,350	1,320,443	1,794,329	2,049,331	2,278,340	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is effective this 16th day of May, 2002 ("Effective Date"), from Supreme International Corp., a Florida corporation ("Assignor") to PEI Licensing, Inc., a Delaware corporation, with offices located 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

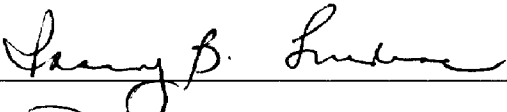
kind, that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreements inconsistent herewith.

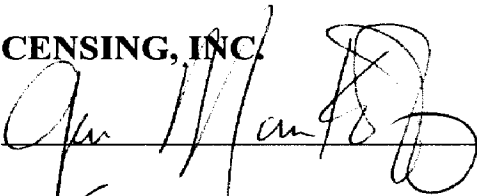
Assignor shall, without further consideration, comply with a reasonable request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Transferred Rights in Assignee and to record this 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 16th day of May, 2002.

SUPREME INTERNATIONAL CORP.

By: 
Name: ROSEMARY B. TRUDEAU
Title: Treasurer

PEI LICENSING, INC.
By: 
Title: SECRETARY
Name: Geri Mankoff