

# **RECORDATION FORM COVER SHEET PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying Party(ies)/Execution Date:**

PARLUX FRAGRANCES, INC.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No**2. Name and Address of receiving Party(ies):**

Name: PEI LICENSING, INC.

Internal Address:

Street Address: 3000 N.W. 107<sup>th</sup> Avenue

City: Miami

State: Florida

Country: USA Zip: 33172

Additional name(s) and addresses attached? ☐ Yes ☒ No**3. Nature of Conveyance:**

Execution Date(s): December 6, 2006

☒ Assignment☐ Change of Name☐ Executive Order 9424, Confirmatory License☐ Security Agreement☐ Merger☐ Joint Research Agreement☐ Government Interest Assignment ☐ Other**4. Application or patent number(s).**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

D354,441

D425,407

D357,415

Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**

BRINKS HOFER GILSON &amp; LIONE

P.O. BOX 10395

CHICAGO, IL 60610

(312) 321-4200

(312) 321-4299 Fax

**6. Total number of applications and patents involved: 3****7. Total fee (37 CFR 1.21(h) & 3.41)**

\$ 120

☐ Authorized to be charged by credit card.☒ Authorized to be charged to Deposit Account No. 23-1925.☐ Enclosed☐ None required (government interest not affecting title)**8. Payment Information:**a. ☐ Credit Card: Last 4 Numbers  
Expiration Dateb. ☒ Charge fee and/or any Deficiencies to Deposit

Account Number: 23-1925

Authorized User Name: Brinks Hofer Gilson &amp; Lione

**9. Signature:**C. Noel Kaman

Signature

C. Noel Kaman

Name of Person Signing

March 13, 2007

Date

Total number of pages including cover  
sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

UNITED STATES AND CANADAINTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 6th day of December, 2006, is made and entered into by and between Parlux Fragrances, Inc., a Delaware corporation having its principal place of business at 3725 S.W. 30<sup>th</sup> Avenue, Ft. Lauderdale, Florida 33312 ("Assignor") and PEI Licensing, Inc., a Delaware corporation having a place of business at 3000 N.W. 107<sup>th</sup> 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 the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of (i) the patents and patent applications set forth on Schedule A hereto (the "Patents"); (ii) the copyrights, copyright registrations and copyright applications set forth on Schedule B hereto (the "Copyrights"); and (iii) 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 C hereto, (the "Trademarks"), and any and all copyright subsisting in the subject matter of the Trademarks, including any design or word components; (iv) all copyrights and/or other intellectual property rights in the Intangibles purchased pursuant to the bill of sale ("Bill of Sale") between Parlux Fragrances, Inc. and Supreme International, LLC dated December 6, 2006 and to the extent not assigned pursuant to the Foreign Intellectual Property and Domain Name Assignment between Parlux International, Inc. and Perry Ellis International, Inc., dated December 6, 2006; and (v) all copyrights and/or intellectual property rights in the Designs purchased pursuant to the Bill of Sale and to the extent not assigned under the Foreign Intellectual Property and Domain Name Assignment between Parlux International, Inc. and Perry Ellis International, Inc. dated December 6, 2006 ((i)-(v), 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 D hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, Assignor and Perry Ellis International, Inc. ("Purchaser") entered into that certain Agreement dated as of December 6, 2006 (the "Purchase Agreement"), pursuant to which Purchaser agreed to purchase the Assets from Assignor, including all of Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names and all goodwill symbolized thereby and associated therewith;

WHEREAS, pursuant to the Purchase Agreement, Purchaser may assign any and all of its rights under the Purchase Agreement to one or more of its subsidiaries or affiliates, and Purchaser has assigned all of its rights to the Purchased Intellectual Property to Assignee; and

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 to the Purchased Intellectual Property and the Domain Names, including all rights therein provided by international conventions and treaties and common law, 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; 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. 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, except for the GMAC CF lien, which will be satisfied simultaneously with the receipt of funds pursuant to the Purchase Agreement, 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. In particular, Assignor, to the best of Assignor's knowledge, covenants that the Purchased Intellectual Property and Domain Names do not infringe upon any common law or statutory rights, that no material contained in the Purchased Intellectual Property or Domain Names is libelous or violates the right of privacy of any person, and that the full exercise the Transferred Rights by the Assignee pursuant to this assignment will not violate the rights, including any moral rights, of any person, firm or corporation.

3. Assignor will indemnify and hold harmless Assignee and its respective successors, licensees and assigns against all judgments, liabilities, damages, losses and expenses (including reasonable legal fees) which may be incurred or sustained by them by reason of any breach or failure of the covenant referred to in paragraph 2 above, unless such breach or failure by Assignor was caused by Assignee. Provided however, and as a condition precedent to this indemnity, Assignor shall have notice and control of all such claims and liabilities, and shall have the opportunity to defend Assignee with counsel reasonably acceptable to Assignee.

4. Registrant Name Change Agreement. Within five (5) days following Closing, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority") to transfer such Domain Name to Assignee on an expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any further actions in accordance with the policies and rules of the

Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

5. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts 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.

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

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

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

ASSIGNOR:  
PARLUX FRAGRANCES, INC.

By: Frank A. Battacavoli  
Name: Frank A. Battacavoli  
Title: EVP/COO/CFO

STATE OF FLORIDA  
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 6<sup>th</sup> day of December, 2006 by  
Frank A. Battacavoli.

Personally known to me

Carole Ramsay  
Name: Carole Ramsay  
Notary Public  
[Notary Stamp]



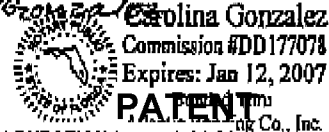
ASSIGNEE:  
PEI LICENSING, INC.

By: Gerri Lynn Markoff  
Name: Gerri Lynn Markoff  
Title: Secretary

STATE OF FLORIDA  
COUNTY OF DADE

Sworn to (or affirmed) and subscribed before me this 6<sup>th</sup> day of December, 2006 by  
Gerri Lynn Markoff

Carolina Gonzalez  
Name: Carolina Gonzalez  
Notary Public  
[Notary Stamp]



Name:

SCHEDULE A						
Trademark	App. No.	Reg. No.	Filing Date	Renewal Date	Abandonment/Maintain	Pending Action
360° round bottle design	29013674	D354441	01/17/1995	01/17/2009	M	Reg'd; 12/2000 assignment from Sanofi filed
Perry Ellis Portfolio	29105394	D425407	05/23/2000	05/23/2014	M	10/99 req appl for Colombia, Japan, & CTM. 6/00 Patent Design in file
360° vertical bottle design	29013669	D357415	04/18/1995	04/18/2009	M	Reg'd; 12/2000 assignment from Sanofi filed

Personally known to me

Notary Public  
[Notary Stamp]

SCHEDULE B

<u>Country</u>	<u>Title</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
None					

SCHEDULE C

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
None					

SCHEDULE D

<u>Domain Name</u>	<u>Registering Authority</u>
None	