

FORM PTO 1594

04-27-1999

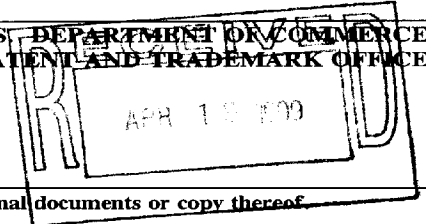
U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

RE



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101021271



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

1. Name of conveying Party(ies):
Frost Bros. Enterprises, Inc.

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - Release
- Merger
- Change of name

Execution Date: March 26, 1999

2. Name and address of receiving party(ies):

Name: Supreme International Corporation

Internal Address:

Street Address: 3000 NW 107 Avenue

City: Miami State: Florida Zip: 33172

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

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No (Designations must be separate from assignment)

Additional name(s) & address(es) attached? Yes No

4/19/99

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

996,837	1,935,193
1,219,981	1,847,119
1,320,443	

Additional numbers attached? Yes No

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

Name: James D. Wright, Esq.

Internal Address: Troutman Sanders LLP

04/27/1999 DNGUYEN 00000123 996837

01 FC:481	40.00 OP
02 FC:482	100.00 OP

Street Address: 600 Peachtree Street, N.E.
Suite 5200

City: Atlanta

State: GA Zip: 30308-2216

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

Enclosed

Authorized to be charged to deposit account

(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.

James D. Wright

Name of Person Signing

Signature

4/16/99

Date

Total number of pages comprising cover sheet: 11

OMB No. 0651-0011 (exp. 4/94)

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

EXECUTION COPY**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS ASSIGNMENT is effective this 26th day of March, 1999 ("Effective Date"), from Frost Bros. Enterprises, Inc., a Texas corporation headquartered at 1114 Avenue of the Americas, New York, New York 10036 ("Assignor"), to Supreme International Corporation, a Florida corporation headquartered at 3000 NW 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 (including that recited in the Purchase and Sale Agreement, dated as of December 28, 1998 (the "Purchase and Sale Agreement"), to which Assignor and Assignee, are parties), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, all right, title and interest in, to and under the following:

1. The Intellectual Property (as defined in the Purchase and Sale Agreement), including 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 all registrations and pending applications, common-law rights and rights under the laws of unfair competition ("Transferred Rights");
2. 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;
3. Any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights; and

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Supreme International

305-406-0513

P. 4

4. 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 26th day of March, 1999.

SUPREME ACQUISITION CORPORATION

By: *Fleming B. Trueman*
Name: *Rosemary B. Trueman*
Title: *VP Finance*

FROST BROS. ENTERPRISES, INC.

By: _____
Name
Title:

Notary Public

MAR. -26' 99(PRI) 11:36 23D

TEL:212 859 8583212 8583

P.006

4.4 324 30.4

PAGE 3/3

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the 26th day of March, 1999.

SUPREME ACQUISITION CORPORATION

By: _____
Name
Title:

FROST BROS. ENTERPRISES, INC.

By: _____
Name *Todd Kahn*
Title: *COO ; Genl Counsel*

Maria Zubanski

Notary Public

MARIE ZUBANSKI
Notary Public, State of New York
No. 01204717000
Qualified in Queens County
Certificate filed in New York County
Commission Expires Jan. 31, 1997
2001

MAR 25 1999 20:11 FR FRIED FRANK HARRIS NY212 859 4000 TO HS05829006791305 P.23
 MARSH & MARSH P.C.

0002

SCHEDULE A

TRADEMARK SCHEDULE

PAGE 2 DATE: 11/04/98

COUNTRY	CLASS	REGISTRATION	GOODS
<u>JOEL HEARY</u>			
AUSTRALIA	344544	2244804	25
DOMINICAN REPUBLIC		28319	442
KENYA	23955	23955	25
UNITED STATES	0.672	998.837	25
UNITED STATES	298.582	1,223,911	26
NEW ZEALAND	178471	178475	23
UNITED STATES	467.203	1,320,443	9
EUROPEAN UNION	241423		23
Puerto Rico	N/A	20888	29
VIETNAM	23243	21839	23
INDONESIA	N/A	388029	23
GERMANY	398158226	38816123	29
E. SALVADOR		33	26
SINGAPORE	3/1815/88	81815/88	25
HOLLAND	181771	84897	34
ISRAEL	61293	61291	28
MEXICO	260896	25226	23
UNITED STATES	74/679.248	1,038,589	18
UNITED STATES	74/579.525	1,938,193	24
UNITED STATES	74/579.609	1,321,131	25
JAPAN	17411	1683509	172
SALVADOR	14827	285/23	23
INDIA	628627		23
EGYPT	88761	88761	28
CANADA	378961	23287	
SPAIN	349046	849346	23
ISRAEL	3233/M-79	89703879	28
EUROPEAN UNION	2167-81	857985	25
SOUTH AFRICA	82/8551	82/8551	25
SOUTH AFRICA	575/5235	875/5206	25
VENEZUELA	2969-75	188299-7	33L
SOUTH KOREA	2800/50	71919	45
HONGKONG	620735	346385	23
JAPAN	87948	1848233	21L
CHINA	218246	406487	21
PARAGUAY	12584	152112	23
BOLIVIA		38230	25
BANGLA		22747	25
ISRAEL	47406	47406	23
HONG KONG	2888/7051	82794/1982	28
HONGKONG		46413	25
GERMANY	87142/1578	871730	25
EUROPEAN UNION	N/A	92-89	23
COFTA AREA		47966	39
CHINA	262182		25
CHINA	26872	268847	51
<u>JOEL HEARY and Friends</u>			
UNITED STATES	74/423,882	1,847,115	0-2
<u>JOEL HEARY and Ken Ford Design</u>			
THAILAND	223564	202008	25
THAILAND	227294	202004	18

MAR 25 1999 20:11 FR FRIED FRANK HARRIS NY212 859 4000 TO #505829006791305 P.24
DARBY & DARBY P.C.

TRADEMARK SCHEDULE

PAGE 2 DATE: 03/06/99

COUNTRY	SERIAL	REGISTRATION CODES	CLASS
<u>IRON HORSE BY MANUFACTURER</u>			
CHINA	939922	409022	25
<u>IRON HORSE LA FERRA CATERPILLAR</u>			
SOUTH KOREA	98-02429	233826	45L
SOUTH KOREA	98-02429	233826	
<u>IRON HORSE CATERPILLAR</u>			
UNITED STATES	75/627,478		15
UNITED STATES	75/627,478		25
<u>IRON HORSE, SR.</u>			
CHINA	939922	409022	25

Frost Bros. Enterprises, Inc.
1114 Avenue of the Americas
New York, NY 10036

April 5, 1999

Supreme International Corporation
3000 N.W. 107th Avenue
Miami, Florida 33172

Re: Intellectual Property Assignment

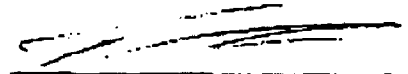
Gentlemen:

Reference is made to the Intellectual Property Assignment (the "Assignment"), dated March 26, 1999, between Frost Bros. Enterprises, Inc. ("Frost") and Supreme International Corporation ("Supreme"). Frost and Supreme hereby agree that the Schedule A attached hereto shall replace in its entirety any version of Schedule A that was previously attached to the Assignment.

Very truly yours,

FROST BROS. ENTERPRISES, INC.


By:


Todd Kahn, Chief Operating
Officer and General Counsel

AGREED AND ACKNOWLEDGED as
of the date hereof

SUPREME INTERNATIONAL
CORPORATION

By:


Name Rosemary B. Trudeau
Title: UP Finance

TRADEMARK
REEL: 1888 FRAME: 0520

TRADEMARK SCHEDULE

COUNTRY	SERIALS	REGISTRATIONS	COCCS
<u>JOHN HENRY</u>			
AUSTRALIA	344584	3344584	25
DOMINICAN REPUBLIC		26359	44L
KENYA	23955	23965	25
NEW ZEALAND	176473	176473	25
EUROPEAN UNION	241422		25
VIETNAM	23163	21599	25
INDONESIA	N/A	358019	25
GERMANY	395106230	39510623	25
EL SALVADOR		89	25
SINGAPORE	S/1015/88	R1015/88	25
THAILAND	122761	84697	39
ISRAEL	61293	61293	25
MEXICO	160684	231336	25
JAPAN	17811	1658509	17L
MIDDLE ARABIA	14629	239/23	25
INDIA	628429		25
EGYPT	80761	80761	25
CANADA	379941	221097	
SPAIN	949046	949046	25
BRAZIL	5625/M-79	007038975	25L
GUATEMALA	2187-53	087985	25
SOUTH AFRICA	82/0651	82/0651	25
SOUTH AFRICA	575/5205	575/5206	25
VENEZUELA	2969-75	106399-F	39L
SOUTH KOREA	2800/50	71919	45
BERMUDA	620735	346385	25
JAPAN	87948	1545223	21L
CHILE	216046	400487	25
PARAGUAY	12984	152312	25
BOLIVIA		38330	25
PANAMA		22747	25
ISRAEL	47404	47404	25
HONG KONG	2295/1991	52754/1982	25
HONDURAS		46423	25
GERMANY	27182/25Wz	573730	25
ECUADOR	N/A	52-93	25
COSTA RICA		47956	39
COLOMBIA	261101		25
CHINA	28873	248947	53
<u>JOHN HENRY and Man Head Design</u>			
THAILAND	288504	TR20880	25
THAILAND	317104	TR20824	15

TRADEMARK SCHEDULE

PAGE 2 DATE: 11/06/98

COUNTRY	SERIAL#	REGISTRATIONS#	GOODS
<u>JOHN HENRY BY MANHATTAN</u>			
CHILE	239922	499023	25
<u>JOHN HENRY LA KOREAN COSMETICS</u>			
SOUTH KOREA	90-32429	233526	45L
SOUTH KOREA	90-32429	233525	
<u>JOHN HENRY, JR.</u>			
CHILE	225138	403889	25

SCHEDULE A (CONTINUED)

<i>Mark</i>	<i>Country</i>	<i>Serial #</i>	<i>Reg. No.</i>	<i>Int'l Classes</i>
JOHN HENRY	U.S.	73-008672	996,837	25
JOHN HENRY	U.S.	73-299189	1,219,981	18
JOHN HENRY	U.S.	73-467109	1,320,443	9
JOHN HENRY	U.S.	74-579565	1,935,193	18, 24, 25
JOHN HENRY AND FRIENDS	U.S.	74-423682	1,847,119	42