

11-06-2002

Form PTO-1594
(Rev. 10/02)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

11-6-02 ▼

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

1. Name of conveying party(ies):

PEI LICENSING, INC.

11-6-02

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

Delaware

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 10/1/2002

2. Name and address of receiving party(ies)

Name: CONGRESS FINANCIAL CORPORATION (FL),
as Agent

Internal

Address: _____

Street Address: 777 Brickell Avenue

City: Miami State: FL Zip: 33131

- 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 a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) _____

SEE ATTACHED EXHIBIT A

B. Trademark Registration No.(s) _____

SEE ATTACHED EXHIBIT A

Additional number(s) attached Yes No

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

Name: Helen M. Linehan

Internal Address: _____

Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: _____

205

7. Total fee (37 CFR 3.41).....\$ 5,140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Helen M. Linehan

Name of Person Signing

Helen M. Linehan
Signature

11/5/02
Date

Total number of pages including cover sheet, attachments, and document: 37

11/06/2002 TDI:Z1

00000157 76285115

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

01 FC:8521
02 FC:8522

40.00 OP
5100.00 OP

TRADEMARK
REEL: 002608 FRAME: 0673

EXHIBIT A
TO
TRADEMARK RECORDATION COVER SHEET

Trademark Application No.

Trademark Application No.

76-285,155

76-106,377

76-144,603

75-670,921

76-001,196

76-301,300

75-605,673

78-083,619

74-583,165

78-080,879

76-257,368

78-260,543

76-070,871

78-070,869

76-070,872

76-313,515

76-070,870

76-332,340

75-470,856

76-185,415

75-394,467

76-321,640

76-253,298

76-322,012

76-128,351

76-261,681

76-070,868

76-253,299

76-199,431

76-185,414

76-198,049

76-128,350

76-190,455

76-070,867

76-185,416

75-876,405

75-907,365

75-829,600

75-873,343

Trademark Registration No.

140,890

150,073

221,071

258,030

305,643

391,238

397,414

407,361

407,522

419,353

429,687

436,491

510,271

566,965

585,789

629,148

635,636

673,912

728,350

746,700

764,739

765,571Trademark Registration No.

796,003

796,804

799,577

807,359

830,632

873,862

903,044

918,554

949,403

952,079

961,376

975,066

996,837

996,840

1,034,409

1,116,035

1,149,000

1,152,504

1,153,257

1,159,219

1,167,449

Trademark Registration No.

1,173,403

1,175,298

1,177,385

1,208,593

1,208,594

1,219,220

1,219,981

1,227,629

1,238,484

1,249,025

1,253,020

1,253,039

1,258,623

1,269,305

1,279,975

1,285,310

1,294,432

1,307,173

1,308,143

1,320,443

1,324,697

1,356,752

1,364,606

1,370,210Trademark Registration No.

1,374,850

1,395,816

1,411,407

1,416,338

1,418,434

1,428,486

1,428,537

1,439,242

1,446,537

1,447,578

1,448,617

1,468,433

1,483,605

1,569,866

1,580,093

1,589,045

1,636,199

1,638,467

1,641,343

1,644,085

1,647,496

1,648,889

1,666,308

Trademark Registration No.

1,685,400

1,690,245

1,690,250

1,695,300

1,696,974

1,704,748

1,708,191

1,710,101

1,739,844

1,751,335

1,768,714

1,782,748

1,794,329

1,849,971

1,897,027

1,899,915

1,902,285

1,902,795

1,905,037

1,905,523

1,909,651

1,911,471

1,928,826

1,934,633

1,935,167Trademark Registration No.

1,935,193

1,942,416

1,954,534

1,960,668

1,968,596

1,987,959

2,011,287

2,018,563

2,018,564

2,025,275

2,027,110

2,036,323

2,037,351

2,037,960

2,049,331

2,053,139

2,060,953

2,073,085

2,075,921

2,075,922

2,077,125

2,081,861

2,091,470

2,129,262

Trademark Registration No.

2,151,550

2,164,539

2,170,126

2,171,034

2,171,035

2,177,066

2,179,813

2,186,104

2,196,184

2,203,183

2,205,922

2,211,464

2,222,989

2,238,720

2,242,300

2,248,422

2,263,848

2,264,187

2,278,340

2,315,164

Trademark Registration No.

2,316,085

2,323,085

2,324,681

2,349,606

2,366,230

2,401,979

2,412,717

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of October 1, 2002, is by and between PEI LICENSING, INC., a Delaware corporation ("Debtor"), and CONGRESS FINANCIAL CORPORATION (FLORIDA), a Florida corporation, in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Supreme International, Inc., a Delaware corporation ("Supreme") and Jantzen Inc. ("Jantzen", and together with Supreme, each individually a "Borrower" and collectively, "Borrowers"), Secured Party and Lenders have entered or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Lenders, Debtor, Borrowers and certain of their affiliates (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantee (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of each Borrower to Secured Party and Lenders as set forth in the Guarantees, dated of even date herewith, by Debtor and certain of its affiliates in favor of Secured Party and Lenders (as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, collectively, the "Guarantees");

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party, for itself and Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or any Lender and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Guarantees, the Loan Agreement or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor or any Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not allowed or allowable in whole or in part in any such case), whether

direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto (subject to the security interests referred to below), and has the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications except as otherwise permitted under Section 9.7(b)(vii) of the Loan Agreement. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted in Section 9.8 of the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below or otherwise permitted under the Loan Agreement.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or as permitted in Section 9.7(b)(v), (vi) and (x) and Section 9.8 of the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and as of the date hereof has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto or after the date hereof as may be permitted under the Loan Agreement.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation, at any time an Event of Default exists or has occurred and is continuing, of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall provide Secured Party with a written list of any Trademarks owned or applications for any Trademarks made by Debtor after the date hereof since the last such list provided to Secured Party within forty-five (45) days after the end of each fiscal quarter or otherwise from time to time as Secured Party may reasonably request. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable, except in accordance with Section 9.7(b)(vii) of the Loan Agreement. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall provide Secured Party with written notification within forty-five days after the end of each fiscal quarter or otherwise from time to time as Secured Party may reasonably request, if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all reasonable expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have, subject to the terms of the Intercreditor Agreement of even date herewith among State Street Bank and Trust Company, the Secured Party and others, the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or otherwise required by law:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate, provided that such right of Secured Party to grant such license or licenses as to any Trademark may be subject to the terms and conditions of any license agreement then in effect with a third party with respect to such Trademark. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries, except to the extent prohibited under the terms of any license agreement with respect thereto permitted under this Agreement or the Loan Agreement.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof in accordance with applicable law, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency, except as otherwise provided by applicable law.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida without regard to principles of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Florida.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Miami-Dade County, Florida and the United States District Court for the Southern District of Florida and waive any objection based on venue or forum non

conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: PEI Licensing, Inc.
3000 NW 107th Avenue
Miami, Florida 33172
Attention: Ms. Rosemary B. Trudeau
Telephone: 305-592-2830
Telecopy: 305-594-2307

with a copy to: Broad and Cassel
201 S. Biscayne Boulevard
Suite 3000
Miami, Florida 33131
Attention: Dale S. Bergman, Esq.
Telephone: 305-373-9400
Telecopy: 305-373-9443

If to Secured Party: Congress Financial Corporation (Florida), as Agent
777 Brickell Avenue
Miami, Florida 33131
Attention: Ms. Kerry Maxwell
Telephone No.: 305-371-6671
Telecopy No.: 305-371-9456

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as

amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein to which Debtor is a party shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

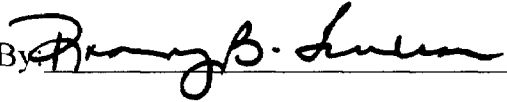
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

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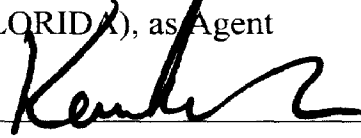
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

PEI LICENSING, INC.

By: 

Title: Treasurer

CONGRESS FINANCIAL CORPORATION
(FLORIDA), as Agent

By: 

Title: Executive Vice-President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of September, 2002, before me personally came Rosemary B. Trudeau, to me known, who being by me duly sworn, did depose, acknowledge and say that she is the Treasurer of PEI LICENSING, INC., the corporation which executed the foregoing instrument and that she signed her name thereto by order of the board of directors of such corporation.

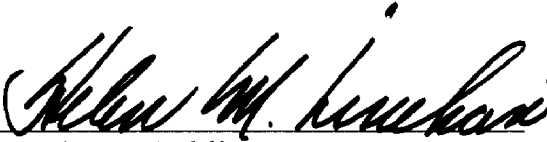


Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2002 *4*

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 30th day of September, 2002, before me personally came Kenneth Sands, to me known, who, being duly sworn, did depose and say, that he is the Executive Vice-President of CONGRESS FINANCIAL CORPORATION (FLORIDA), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2002 *4*

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See Attached

TRADEMARKS

SCHEDULE OF PERRY ELLIS U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
1	Pineapple Design	PEIL	76-285,155			July 13, 2001
2	Manhattan Beach	PEIL	76-144,603			Oct. 11, 2000
3	Edge Grand Slam (Stylized Letters)	PEIL	76-001,196			March 16, 2000
4	Grand Slam	PEIL	75-605,673			Dec. 14, 1998
5	PE (and Design)	PEIL	74-583,165			Oct. 6, 1994
6	Perry Ellis America (and Design)	PEIL	76-257,368			May 14, 2001
7	Natural Issue Khakis	PEIL	76-070,871			June 14, 2000
8	Munsingwear Khakis	PEIL	76-070,872			June 14, 2000
9	Career Club Khakis	PEIL	76-070,870			June 14, 2000
10	Micro-Touch	PEIL	75-470,856			April 20, 1998
11	Fairway Crossings	PEIL	75-394,467			Nov. 21, 1997

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 JAC=Janitzen Apparel Corp.

ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
12	Corporate Khakis	PEIL	76-253,298			April 30, 2001
13	Perry Ellis Avenue	PEIL	76-128,351			Sept. 12, 2000
14	Perry Ellis Khakis	PEIL	76-070,868			June 14, 2000
15	Perry Ellis America Denim First Issue Quality Tested Performance Inspired 7-PEA-76/001 (and Design)	PEIL	76-199,431			Jan. 25, 2001
16	Perry Ellis Portfolio	PEIL	76-198,049			Jan. 23, 2001
17	Executive Khakis	PEIL	76-190,455			Jan. 3, 2001
18	Design Only (Eagle Design)	PEIL	76-185,416			Dec. 21, 2000
19	The Freedom To Wear What You Want . . . Know Your Rights	PEIL	76-106,377			Aug. 9, 2000
20	Perry Ellis Portfolio	PEIL	75-670,921			March 30, 1999 [Abandoned 7/19/2000; Petition to Revive filed 7/18/2001]
21	Penguin	PEIL	76-301,300			Aug. 17, 2001
22	Munsingwear Action-Gusset	PEIL	78-083,619			Sep.12, 2001

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ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
23	America 76	PEIL	78-080,879			Aug 23, 2001
24	Perry Ellis America & More	PEIL	78-260,543			May 22, 2001
25	G S Khakis	PEIL	78-070,869			Jun 14, 2000
26	Perry Ellis America Demin	PEIL	76-313,515			Sep 17, 2001
27	Perryis Ellis Softwear (and Design)	PEIL	76-332,340			Oct 20, 2001
28	Design Only (Eagle)	PEIL	76-185,415			Dec 21, 2000
29	Perry by Perry Ellis	PEIL	76-321,640			Oct 4, 2001
30	Munsingwear Kangaroo	PEIL	76-322,012			Oct 9, 2001
31	Dry Knit Dynamics	PEIL	76-261,681			May 23, 2001
32	Penguin Sport Performance	PEIL	76-253,299			Apr 30, 2001
33	Design Only (Designer Bold Jagged Line)	PEIL	76-185,414			Dec 21, 2000
34	Perry Ellis Ave.	PEIL	76-128,350			Sep 12, 2000
35	Grand Slam Khakis	PEIL	76-070,867			Jun 14, 2000
36	Revival	PEIL	75-876,405			Dec 21, 1999
37	Perry Ellis America (and Design)	PEIL	75-829,600			Oct 22, 1999

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REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
07,365		Jan 31, 2000
73,343		Dec 17, 1999
35,606	March 29, 1921	July 30, 1920
33,428	Dec. 27, 1921	June 8, 1920
228,003	Nov. 23, 1926	March 2, 1926
277,376	June 25, 1929	Dec. 29, 1928
336,569	Aug. 22, 1933	April 8, 1933
444,506	Oct. 28, 1941	June 13, 1941
444,507	Sept. 8, 1942	June 13, 1941
466,704	May 30, 1944	Jan. 19, 1944
476,761	June 6, 1944	Jan. 21, 1944
484,539	Feb. 12, 1946	June 14, 1945
502,608	May 13, 1947	June 5, 1946
533,661	Feb. 10, 1948	Jan. 28, 1947

TRADE MARK
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ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
38	The Havana Shirt Co. WWW.HAVANERA.COM	PEIL	75-907,365			Jan 31, 2000
39	RVL	PEIL	75-873,343			Dec 17, 1999
40	Manhattan (Stylized Letters)	PEIL	71-135,606	140,890	March 29, 1921	July 30, 1920
41	Manhattan (Stylized Letters)	PEIL	71-133,428	150,073	Dec. 27, 1921	June 8, 1920
42	Mansco (Stylized Letters)	PEIL	71-228,003	221,071	Nov. 23, 1926	March 2, 1926
43	Mansco (Stylized Letters)	PEIL	71-277,376	258,030	June 25, 1929	Dec. 29, 1928
44	Mansco (Stylized Letters)	PEIL	71-336,569	305,643	Aug. 22, 1933	April 8, 1933
45	Mansco (Stylized Letters)	PEIL	71-444,506	391,238	Oct. 28, 1941	June 13, 1941
46	Manhattan (Stylized Letters)	PEIL	71-444,507	397,414	Sept. 8, 1942	June 13, 1941
47	Manswim (Block Letters)	PEIL	71-466,704	407,361	May 30, 1944	Jan. 19, 1944
48	Manflair (Stylized Letters)	PEIL	71-466,761	407,522	June 6, 1944	Jan. 21, 1944
49	Slumber-Alls (Stylized Letters)	PEIL	71-484,539	419,353	Feb. 12, 1946	June 14, 1945
50	Manhattan (Stylized Letters)	PEIL	71-503,301	429,687	May 13, 1947	June 5, 1946
51	Cubaverra (Stylized Letters)	PEIL	71-516,491	436,491	Feb. 10, 1948	Jan. 28, 1947

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ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
52	Munsingwear	PEIL	71-535,068	510,271	May 31, 1949	Sept. 19, 1947
53	Mansmooth (Block Letters)	PEIL	71-621,890	566,965	Nov. 18, 1952	Nov. 30, 1951
54	Golden Needle (Stylized Letters)	PEIL	71-645,656	585,789	Feb. 16, 1954	April 21, 1953
55	Grand Slam	PEIL	71-689,296	629,148	June 19, 1956	June 10, 1955
56	Lady Manhattan	PEIL	72-003,868	635,636	Oct. 9, 1956	March 5, 1956
57	Penguin Dressed (Design only)	PEIL	72-039,655	673,912	Feb. 10, 1959	Oct. 28, 1957
58	Lady Manhattan (Stylized Letters)	PEIL	72-118,199	728,350	March 6, 1962	April 20, 1961
59	Mantrim	PEIL	72-144,966	746,700	March 12, 1963	May 18, 1962
60	University Row	PEIL	72-161,073	764,739	Feb. 11, 1964	Jan. 21, 1963
61	Tropik-Nit	PEIL	72-160,196	765,571	Feb. 25, 1964	Jan. 4, 1963
62	Penguin Design (Design only)	PEIL	72-194,637	796,003	Sept. 14, 1965	June 1, 1964
63	Texspand	PEIL	72-205,320	796,804	Sept. 28, 1965	Nov. 2, 1964
64	Miss Manhattan	PEIL	72-213,786	799,577	Nov. 30, 1965	March 10, 1965
65	Manhattan	PEIL	72-186,872	807,359	April 19, 1966	Feb. 17, 1964

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ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
66	M (and Design)	PEIL	72-248,147	830,632	June 20, 1967	June 15, 1966
67	Grand-Slam	PEIL	72-314,899	873,862	July 29, 1969	Dec. 19, 1968
68	Penguin	PEIL	72-315,942	903,044	Nov. 24, 1970	Jan. 6, 1969 [Refiled Aug. 17, 2001]
69	Munsingwar Kangaroo (Stylized Letters)	PEIL	72-339,284	918,554	Aug. 17, 1971	Sept. 30, 1969
70	Kangaroo	PEIL	72-408,954	949,403	Dec. 26, 1972	Nov. 29, 1971
71	Penguin (Design only)	PEIL	72-403,961	952,079	Jan. 30, 1973	Sept. 30, 1971
72	Penguin Dressed (Design only)	PEIL	72-425,819	961,376	June 19, 1973	May 30, 1972
73	Kangaroo (Design only)	PEIL	72-442,607	975,066	Dec. 18, 1973	Dec. 1, 1972
74	John Henry	PEIL	73-008,672	996,837	Oct. 29, 1974	Dec. 12, 1973
75	Kangaroo	PEIL	73-009,623	996,840	Oct. 29, 1974	Dec. 26, 1973
76	Penguin Dressed w/o Buttons (Design only)	PEIL	73-049,330	1,034,409	Feb. 24, 1976	April 14, 1975
77	Penguin Dressed Design (Design only)	PEIL	73-164,596	1,116,035	April 3, 1979	March 31, 1978
78	Match (and Design)	PEIL	73-188,174	1,149,000	March 24, 1981	Oct. 4, 1978

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ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
79	Cotton Classics By Musingwear (and Design)	PEIL	73-215,102	1,152,504	April 28, 1981	May 10, 1979
80	STIX (Stylized Letters)	PEIL	73-225,429	1,153,257	May 5, 1981	July 30, 1979
81	Portfolio	PEIL	73-151,687	1,159,219	Jun 30, 1981	Dec 12, 1977
82	Forge (Stylized Letters)	PEIL	73-253,530	1,167,449	Sept. 1, 1981	March 10, 1980
83	Feldini	PEIL	73-245,615	1,173,403	Oct. 13, 1981	Jan. 10, 1980
84	The Lady Manhattan Dress Co.	PEIL	73-245,904	1,175,298	Oct. 27, 1981	Jan. 14, 1980
85	The Manhattan Moving Company	PEIL	73-250,799	1,177,385	Nov. 10, 1981	Feb. 19, 1980
86	Sportstyle	PEIL	73-323,077	1,208,593	Sept. 14, 1982	Aug. 10, 1981
87	EXEC	PEIL	73-323,079	1,208,594	Sept. 14, 1982	Aug. 10, 1981
88	Seperates by Lady Manhattan	PEIL	73-326,220	1,219,220	Dec. 7, 1982	Aug. 31, 1981
89	John Henry	PEIL	73-299,189	1,219,981	Dec. 14, 1982	March 2, 1981
90	G-S-Classic	PEIL	73-348,175	1,227,629	Feb. 15, 1983	Feb. 1, 1982
91	Sun II (and Design)	PEIL	73-332,450	1,238,484	May 17, 1983	Oct. 14, 1981
92	Perry Ellis	PEI	73-179,563	1,249,025	Aug 23, 1983	Jul 24, 1978

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ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
93	Slammer USA (and Design)	PEIL	73-348,202	1,253,020	Oct. 4, 1983	Feb. 1, 1982
94	Sunplash (and Design)	PEIL	73-377,344	1,253,039	Oct. 4, 1983	July 29, 1982
95	The Northwestern Knitting Company	PEIL	73-386,078	1,258,623	Nov. 22, 1983	Sept. 16, 1982
96	New Step	PEIL	73-379,277	1,269,305	March 6, 1984	Aug. 10, 1982
97	Perry Ellis	PEIL	73-416,833	1,279,975	May 29, 1984	Mar 11, 1983
98	Corsa (Pirate, Privateer)	PEIL	73-386,403	1,285,310	July 10, 1984	Sept. 17, 1982
99	Lady Manhattan Plus	PEIL	73-383,770	1,294,432	Sept. 11, 1984	Sept. 7, 1982
100	CC Sport (and Design)	PEIL	73-454,700	1,307,173	Nov. 27, 1984	Nov. 28, 1983
101	Slammer USA	PEIL	73-456,765	1,308,143	Dec. 4, 1984	Dec. 12, 1983
102	John Henry	PEIL	73-467,109	1,320,443	Feb. 19, 1985	Feb. 24, 1984
103	The Northwestern Knitting Company	PEIL	73-456,753	1,324,697	March 12, 1985	Dec. 12, 1983
104	Sock Portfolio	PEIL	73-462,797	1,356,752	Aug. 27, 1985	Jan. 27, 1984
105	The Northwestern Knitting Company	PEIL	73-527,131	1,364,606	Oct. 8, 1985	March 15, 1985
106	M (and Design)	PEIL	73-387,042	1,370,210	Nov. 12, 1985	Sept. 20, 1982

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ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
107	Crest Classic By Munsingwear (Stylized Letters)	PEIL	73-509,671	1,374,850	Dec. 10, 1985	Nov. 19, 1984
108	Perry Ellis America (and Design)	PEIL	73-531,574	1,395,816	June 3, 1986	April 10, 1985
109	Manhattan (Stylized Letters)	PEIL	73-583,067	1,411,407	Sept. 30, 1986	Feb. 18, 1986
110	Perry Ellis	PEIL	73-538,216	1,416,338	Nov. 11, 1986	May 17, 1985
111	Grand Slam (Stylized Letters)	PEIL	73-594,637	1,418,434	Nov. 25, 1986	April 21, 1986
112	Perry Ellis	PEIL	73-601,579	1,428,486	Feb. 10, 1987	May 29, 1986
113	Mario Bellucci	PEIL	73-608,514	1,428,537	Feb. 10, 1987	July 9, 1986
114	Gianni Abozzi	PEIL	73-597,490	1,439,242	May 12, 1987	May 8, 1986
115	The Northwestern Knitting Company (and Design)	PEIL	73-618,406	1,446,537	July 7, 1987	Sept. 8, 1986
116	Perry Ellis	PEIL	73-601,580	1,447,578	July 14, 1987	May 29, 1986
117	Perry Ellis	PEIL	73-601,581	1,448,617	July 21, 1987	May 29, 1986
118	Guayamisa	PEIL	73-658,003	1,468,433	Dec. 8, 1987	April 30, 1987
119	PA (Stylized Letters)	PEIL	73-676,129	1,483,605	April 5, 1988	Aug. 3, 1987
120	Design Only (Penguin Design)	PEIL	73-791,911	1,569,866	Dec. 5, 1989	April 7, 1989

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ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
121	Design Only (Penguin Design)	PEIL	73-796,831	1,580,093	Jan. 30, 1990	May 1, 1989
122	Tipo's (Type) (Stylized Letters)	PEIL	73-822,022	1,589,045	March 27, 1990	Aug. 28, 1989
123	Daniel Young	PEIL	74-017,326	1,636,199	Feb. 26, 1991	Jan. 8, 1990
124	Supreme	PEIL	73-830,106	1,638,467	March 19, 1991	Oct. 10, 1989
125	Perry Ellis (Stylized Letters)	PEIL	74-020,204	1,641,343	April 16, 1991	Jan. 18, 1990
126	Perry Ellis	PEIL	74-021,494	1,644,085	May 7, 1991	Jan. 17, 1990
127	Romani	PEIL	74-056,437	1,647,496	June 11, 1991	May 3, 1990
128	Mondo di Marco (and Design)	PEIL	73-763,920	1,648,889	Jun 25, 1991	Nov 16, 1988
129	Oggi Mode	PEIL	74-070,798	1,666,308	Nov. 26, 1991	June 19, 1990
130	Official Fan (and Design)	PEIL	74-123,100	1,685,400	May 5, 1992	Dec. 13, 1990
131	Essay	PEIL	74-022,734	1,690,245	June 2, 1992	Jan. 24, 1990
132	Natural Issue	PEIL	74-075,087	1,690,250	June 2, 1992	July 3, 1990
133	Perry Ellis America	PEIL	74-020,019	1,695,300	June 16, 1992	Jan. 17, 1990
134	Chronicles	PEIL	74-006,574	1,696,974	June 23, 1992	Dec. 1, 1989

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135	Perry Ellis	PEIL	74-217,602	1,704,748	Aug 4, 1992	Nov 1, 1991
136	Portfolio Perry Ellis	PEIL	74-178,252	1,708,191	Aug 18, 1998	Jun 20, 1991
137	Grand Slam	PEIL	74-121,049	1,710,101	Aug. 25, 1992	Dec. 6, 1990
138	Perry Ellis	PEIL	74-166,078	1,739,844	Dec. 15, 1992	May 13, 1991
139	Pro Player	PEIL	74-023,741	1,751,335	Feb. 9, 1993	Jan. 26, 1990
140	Viva Seta (Long Live Silk) (Stylized Letters)	PEIL	74-219,785	1,768,714	May 4, 1993	Nov. 7, 1991
141	P (and Design)	PEIL	74-223,285	1,782,748	July 20, 1993	Nov. 19, 1991
142	Slammer (Stylized Letters)	PEIL	74-254,644	1,794,329	Sept. 21, 1993	March 12, 1992
143	Shaggy Penguin Undressed with Sunglasses (Design only)	PEIL	74-451,688	1,849,971	Aug. 16, 1994	Oct. 28, 1993
144	Pro Player	PEIL	74-802,131	1,897,027	May 30, 1995	June 30, 1993
145	Crossings	PEIL	74-121,642	1,899,915	June 13, 1995	Dec. 7, 1990
146	360° (Stylized Letters)	PEIL	74-408,237	1,902,285	Jul 4, 1995	Jun 29, 1993
147	Cotton Mill	PEIL	74-456,158	1,902,795	July 4, 1995	Nov. 4, 1993
148	Free Agent	PEIL	74-378,426	1,905,037	July 11, 1995	April 13, 1993
149	Perry Ellis Portfolio	PEIL	74-556,106	1,905,523	July 18, 1995	July 29, 1994

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ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
150	(Design Only) Perfume	PEIL	75-511,660	1,909,651	Aug 8, 1995	Apr 12, 1994
151	Sportstyle	PEIL	74-451,699	1,911,471	Aug. 15, 1995	Oct. 28, 1993
152	Penguin Club (and Design)	PEIL	74-237,323	1,928,826	Oct. 24, 1995	Jan. 13, 1992
153	Cotton Mill	PEIL	74-438,199	1,934,633	Nov. 14, 1995	Sept. 20, 1993
154	Lady Manhattan	PEIL	74-575,711	1,935,167	Nov. 14, 1995	Sept. 19, 1994
155	John Henry	PEIL	74-579,565	1,935,193	Nov. 14, 1995	Sept. 28, 1994
156	Alexander Martin	PEIL	74,579,319	1,942,416	Dec. 19, 1995	Sept. 28, 1994
157	Textures By Natural Issue	PEIL	74-593,884	1,954,534	Feb. 6, 1996	Nov. 2, 1994
158	Natural Issue (and Design)	PEIL	74-397,142	1,960,668	March 5, 1996	June 2, 1993
159	City Rap	PEIL	74-684,875	1,968,596	April 16, 1996	June 6, 1995
160	Sunsplash	PEIL	74-582,538	1,987,959	July 23, 1996	Oct. 5, 1995
161	Munsingwear	PEIL	74-384,295	2,011,287	Oct. 29, 1996	April 26, 1993
162	Tempo Libero (Free Time) (and Design)	PEIL	74-250,778	2,018,563	Nov. 26, 1996	Feb. 28, 1992
163	Tempo Libero (Free Time) (and Design)	PEIL	74-250,779	2,018,564	Nov. 26, 1996	Feb. 28, 1992
164	Pro Player	PEIL	75-012,224	2,025,275	Dec. 24, 1996	Oct. 30, 1995

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ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
165	Eagle Design w/o NI (Design only)	PEIL	75-053-008	2,027,110	Dec. 31, 1996	Feb. 5, 1996
166	Monte Carlo	PEIL	74-459,065	2,036,323	Feb. 11, 1997	Nov. 17, 1993
167	Grand Slam Tour	PEIL	74-165,605	2,037,351	Feb. 11, 1997	May 13, 1991
168	(Design Only) Shirts	PEIL	74-511,658	2,037,960	Feb 11, 1997	Apr 12, 1994
169	Penguin Sport	PEIL	74-236,799	2,049,331	April 1, 1997	Jan. 10, 1992
170	Lady Manhattan	PEIL	74-575,600	2,053,139	April 15, 1997	Sept. 19, 1994
171	The Original Penguin Shirt Co.	PEIL	75-078,503	2,060,953	May 13, 1997	March 26, 1996
172	Cash-Cotton Cotton with the Cashmere Feel! (and Design)	PEIL	74-696,026	2,073,085	June 24, 1997	June 30, 1995
173	Penguin Club	PEIL	74-236,565	2,075,921	July 1, 1997	Jan. 10, 1992
174	Penguin Sport (and Design)	PEIL	74-236,566	2,075,922	July 1, 1997	Jan. 10, 1992
175	Fans Gear (Stylized Letters)	PEIL	75-070,065	2,077,125	July 8, 1997	March 11, 1996
176	Wear the Attitude	PEIL	74-509,748	2,081,861	July 22, 1997	April 4, 1994
177	John JH Henry	PEIL	75-204,528	2,091,470	Aug. 26, 1997	Nov. 26, 1996
178	Natural Issue Alternatives	PEIL	74-672,508	2,129,262	Jan. 13, 1998	April 12, 1995
179	Grand Slam	PEIL	74-119,629	2,151,550	April 21, 1998	Dec. 3, 1990

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PEIL=PEI Licensing, Inc.
JAC=Jantzen Apparel Corp.

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180	Perry Ellis America	PEIL	75-132,833	2,164,539	Jun 9, 1998	Jul 11, 1996
181	Golf Classics by Munsingwear	PEIL	75-132,252	2,170,126	June 30, 1998	July 8, 1996
182	Change Course	PEIL	75-257,764	2,171,034	July 7, 1998	March 14, 1997
183	STIX	PEIL	75-257,765	2,171,035	July 7, 1998	March 14, 1997
184	Links Edition	PEIL	74-647,758	2,177,066	July 28, 1998	March 16, 1995
185	Manhattan (and Design)	PEIL	75-022,981	2,179,813	Aug. 11, 1998	Nov. 20, 1995
186	Natural Issue (and Design)	PEIL	74-526,548	2,186,104	Sept. 1, 1998	May 19, 1994
187	Corporate Gear	PEIL	75-019,606	2,196,184	Oct. 13, 1998	Nov. 13, 1995
188	Tribute	PEIL	75-191,351	2,203,183	Nov. 10, 1998	Nov. 1, 1996
189	Career Club	PEIL	74-526,547	2,205,922	Nov. 24, 1998	May 19, 1994
190	Monte Fino (Fine Mountain)	PEIL	75-116,412	2,211,464	Dec. 15, 1998	June 10, 1996
191	Natural Issue	PEIL	74-583,216	2,222,989	Feb. 9, 1999	Oct. 7, 1994
192	Manhattan Club MC Sport (and Design)	PEIL	75-430,934	2,238,720	April 13, 1999	Feb. 9, 1998
193	Horizontal Fly Design (Design only)	PEIL	74-355,709	2,242,300	May 4, 1999	Feb. 3, 1993

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ITEM	MARK	GRANTOR	APPLICATION [SERIAL] NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
194	Men's Brief Design (Design only)	PEIL	74-355,092	2,248,422	June 1, 1999	Feb. 3, 1993
195	Slam	PEIL	74-119,194	2,263,848	July 27, 1999	Nov. 29, 1990
196	Manhattan (and Design)	PEIL	75-369,281	2,264,187	July 27, 1999	Oct. 7, 1997
197	Cross Gear (and Design)	PEIL	75-298,290	2,278,340	Sept. 14, 1999	May 27, 1997
198	Mondo di Marco (World of Marco) (Stylized Letters)	PEIL	75-163,821	2,315,164	Feb. 8, 2000	Sept. 10, 1996
199	Career Club	PEIL	75-585,539	2,316,085	Feb. 8, 2000	Nov. 9, 1998
200	Perry Ellis America (and Design)	PEIL	75-479,492	2,323,085	Feb. 29, 2000	May 5, 1998
201	360° Perry Ellis (and Design)	PEIL	74-473,873	2,324,681	Feb 29, 2000	Dec 21, 1993
202	Crossings	PEIL	75-575,898	2,349,606	May 16, 2000	Oct. 23, 1998
203	Munsingwear Classics	PEIL	75-733,506	2,366,230	July 11, 2000	June 21, 1999
204	P (and Design)	PEIL	75-844,963	2,401,979	Nov. 07, 1999	Nov. 10, 1999
205	Perry Ellis America (and Design)	PEIL	75-041,809	2,412,717	Dec. 12, 2000	Jan. 11, 1996

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EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LICENSES

None

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that PEI LICENSING, INC. ("Debtor"), having an office at 3000 NW 107th Avenue, Miami, Florida 33172, hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION (FLORIDA), as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: October __, 2002

PEI LICENSING, INC.

By: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the __ day of October, 2002, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of PEI LICENSING, INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

Notary Public