# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

# **CONVEYING PARTY DATA**

| Name                            | Formerly | Execution Date | Entity Type          |
|---------------------------------|----------|----------------|----------------------|
| Supreme Acquisition Corporation |          | 05/23/2005     | CORPORATION: FLORIDA |

### **RECEIVING PARTY DATA**

| Name:             | PEI Licensing, Inc.    |  |
|-------------------|------------------------|--|
| Street Address:   | 3000 N.W. 107th Avenue |  |
| Internal Address: | Legal Dept.            |  |
| City:             | Miami                  |  |
| State/Country:    | FLORIDA                |  |
| Postal Code:      | 33172                  |  |
| Entity Type:      | CORPORATION: DELAWARE  |  |

# PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1317089 | CROSSINGS |

#### **CORRESPONDENCE DATA**

Fax Number: (305)406-0513

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (305) 418-1437

Email: geri.mankoff@pery.com
Correspondent Name: Geri Lynn Mankoff
Address Line 1: 3000 N.W. 107th Avenue

Address Line 2: Legal Dept.

Address Line 4: Miami, FLORIDA 33172

| NAME OF SUBMITTER: | Geri Lynn Mankoff   |
|--------------------|---------------------|
| Signature:         | /Geri Lynn Mankoff/ |
| Date:              | 06/02/2005          |

TRADEMARK REEL: 003095 FRAME: 0951

900025744

Total Attachments: 2 source=geriA#page1.tif source=geriB#page1.tif

> TRADEMARK REEL: 003095 FRAME: 0952

#### INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is effective this 23rd day of May, 2005("Effective Date"), from Salant Acquisition Corp., a dissolved 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 trademark "Crossings", Serial No. 73474454, 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.

TRADEMARK REEL: 003095 FRAME: 0953 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 date set forth above.

SALANT ACQUISITION CORP.

By: Name:

Title:

PEI LICENSING, INC

By:

Title: Name:

**RECORDED: 06/02/2005** 

Beri Nankoff

TRADEMARK

REEL: 003095 FRAME: 0954