

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
Jantzen Apparel, LLC		08/29/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1762943	REDSAND
Registration Number:	2176092	R
Registration Number:	3017832	REDSAND
Registration Number:	3017815	

CORRESPONDENCE DATA

Fax Number: (786)221-8437
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (305) 418-1437
Email: geri.mankoff@pery.com
Correspondent Name: Jantzen Apparel, LLC
Address Line 1: 3000 NW 107th Avenue
Address Line 2: Legal Dept.
Address Line 4: Miami, FLORIDA 33172

CH \$115.00 1762943

NAME OF SUBMITTER:	Geri Lynn Mankoff
Signature:	/Geri Lynn Mankoff/
Date:	08/30/2006
Total Attachments: 3 source=geri1#page1.tif source=geri2#page1.tif source=geri3#page1.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is effective this 29th day of August, 2006 ("Effective Date"), from Jantzen Apparel, Corp., a Delaware corporation and Jantzen Apparel, LLC., a Delaware corporation ("Assignors") to PEI Licensing, Inc., 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.

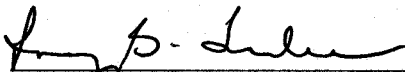
Assignor shall, without further consideration, comply with a reasonable request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Transferred Rights in Assignee and to record this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

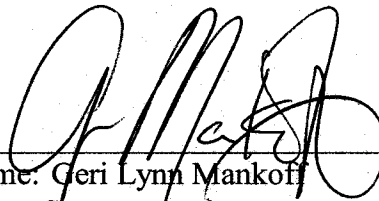
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the 29th day of August, 2006.

JANTZEN APPAREL CORP.

PEI LICENSINC, INC.

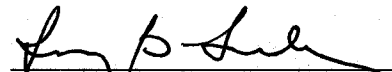


Name: Rosemary Trudeau
Title:



Name: Geri Lynn Mankoff
Title: Secretary

JANTZEN APPAREL, LLC.



Name: Rosemary Trudeau
Title:

TRADEMARK

REEL: 003380 FRAME: 0769

SCHEDULE A

<u>Country</u>	<u>Trademark</u>	<u>Classes</u>	<u>App. #</u>	<u>Reg. #</u>
Canada	REDSAND	18, 25, 28	760,092	482,038
Canada	REDSAND & Design #1	18, 25, 28	642,951	432,607
Canada	REDSAND WING ICON Design	25	1282401	
United States	REDSAND	25	74/153,665	1,762,943
United States	R (Stylized)	14, 18, 25	75/153, 662	2,176,092
United States	RED DIRT	25	Closed	
United States	REDSAND (Stylized)	25	78/487266	3,017,832
United States	REDSAND WING ICON Design	25	78/486800	3,017,815
United States	HEAD DESIGN	25	Closed	