

**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
C&C California, Inc.		02/04/2008	CORPORATION: DELAWARE

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: 7

Property Type	Number	Word Mark
Serial Number:	76626142	C & C
Registration Number:	3016896	C & C CALIFORNIA
Registration Number:	3325169	C&C CALIFORNIA
Registration Number:	3303975	C & C CALIFORNIA
Serial Number:	78726357	C & C CALIFORNIA
Serial Number:	78726339	C & C CALIFORNIA
Serial Number:	78726320	C & C CALIFORNIA

CORRESPONDENCE DATA

Fax Number: (917)546-5432  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212 5365432  
 Email: geri.mankoff@pery.com  
 Correspondent Name: Geri Lynn Mankoff-Elias  
 Address Line 1: 3000 N.W. 107th Avenue

CH \$190.00 76626142

Address Line 2: Legal Dept  
Address Line 4: Miami, FLORIDA 33172

NAME OF SUBMITTER: Geri Lynn Mankoff-Elias

Signature: /Geri Lynn Mankoff-Elias/

Date: 03/05/2008

Total Attachments: 5  
source=Executed CC US-Canada Trademark Assignment-01#page1.tif  
source=Executed CC US-Canada Trademark Assignment-02#page1.tif  
source=Executed CC US-Canada Trademark Assignment-03#page1.tif  
source=Executed CC US-Canada Trademark Assignment-04#page1.tif  
source=Executed CC US-Canada Trademark Assignment-07#page1.tif

UNITED STATES AND CANADA

INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 4<sup>th</sup> day of February, 2008, is made and entered into by and between Liz Claiborne, Inc., a Delaware corporation, having a place of business at 1441 Broadway, New York, New York 10018 ("LCI"); L.C. Licensing, Inc., a Delaware corporation, having a place of business at 1441 Broadway, New York, NY; and C&C California, Inc., a Delaware corporation having a place of business at 5835 S.Eastern Avenue, Commerce, California on the one hand (collectively "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 that certain Asset Purchase Agreement, dated as of January 7, 2008, between Perry Ellis International, Inc. and LCI (the "Purchase Agreement").

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 (i)-(iii), 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, 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 good will associated with, the Purchased Intellectual Property and the Domain Names, including all rights therein provided by international conventions and treaties, 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. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably 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.

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

4. Counterparts. This Assignment may be executed in one (1) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

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

ASSIGNOR:

LIZ CLAIBORNE, INC.

By: \_\_\_\_\_

Name: Roberta S. Karp

Title: Vice President, Business Development,  
Legal/Corporate Affairs

ASSIGNOR:

L.C. LICENSING, INC.

By: \_\_\_\_\_

Name: Roberta S. Karp

Title: Vice President, Business Development,  
Legal/Corporate Affairs

ASSIGNOR:

C&C CALIFORNIA, INC.

By: \_\_\_\_\_

Name: Roberta S. Karp

Title: Vice President, Business Development,  
Legal/Corporate Affairs

ASSIGNEE:

PEI LICENSING, INC.

By: \_\_\_\_\_

Name: Geri Lynn Mankoff-Elias

Title: Vice President and General Counsel -  
IP/Licensing

[Signature Page to C&C US/Canada Trademark Assignment]

TRADEMARK

REEL: 003732 FRAME: 0259

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

ASSIGNOR:

LIZ CLAIBORNE, INC.

By: 

Name: Roberta S. Karp

Title: Vice President, Business Development,  
Legal/Corporate Affairs

ASSIGNOR:

L.C. LICENSING, INC.

By: 

Name: Roberta S. Karp

Title: Vice President, Business Development,  
Legal/Corporate Affairs

ASSIGNOR:

C&C CALIFORNIA, INC.

By: 

Name: Roberta S. Karp

Title: Vice President, Business Development,  
Legal/Corporate Affairs

ASSIGNEE:

PEI LICENSING, INC.

By: \_\_\_\_\_

Name: Geri Lynn Mankoff-Elias

Title: Vice President and General Counsel –  
IP/Licensing

[Signature Page to C&C US/Canada Trademark Assignment]

TRADEMARK

REEL: 003732 FRAME: 0260

SCHEDULE C - TRADEMARKS

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>
C & C CALIFORNIA	Canada	1274944	
C & C AND DESIGN	United States	76/626,142	
C & C CALIFORNIA	United States	76586487	3016896
C & C CALIFORNIA & DESIGN	United States	76586209	3325169
C & C CALIFORNIA	United States	78726366	3303975
C & C CALIFORNIA	United States	78726357	
C & C CALIFORNIA	United States	78726339	
C & C CALIFORNIA	United States	78726320	