

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Perry Ellis International, Inc.		12/07/2009	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: 10**

Property Type	Number	Word Mark
Registration Number:	2952953	PERRY ELLIS COTTONS
Registration Number:	2749389	PENGUIN
Registration Number:	2637698	CORPORATE KHAKIS
Registration Number:	2673065	PERRY ELLIS AMERICA & MORE
Registration Number:	2612007	PERRY ELLIS PORTFOLIO
Registration Number:	2976901	PERRY ELLIS
Registration Number:	2971137	DRY KNIT DYNAMICS
Registration Number:	2900138	EXECUTIVE KHAKIS
Serial Number:	76190455	EXECUTIVE KHAKIS
Registration Number:	2825590	

**CORRESPONDENCE DATA**

Fax Number: (917)546-5432  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

**900150704**

**TRADEMARK  
 REEL: 004120 FRAME: 0436**

**CH \$265.00 2952953**

Phone: 212 536 5432  
Email: geri.mankoff@perryellis.com  
Correspondent Name: Geri Lynn Mankoff-Elias  
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-Elias
Signature:	/Geri Lynn Mankoff-Elias/
Date:	12/24/2009

**Total Attachments: 3**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective the 7<sup>th</sup> day of December, 2009, is made and entered into by and between Perry Ellis International, Inc., a Florida corporation having a place of business at 3000 N.W. 107<sup>th</sup> Avenue, Miami, Florida 33172 ("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").

WHEREAS, (a) 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, transfer and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following;

The trademark 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 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 Agreement, royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights;
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, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

PERRY ELLIS INTERNATIONAL, INC.


By: *[Signature]*  
Name: *ANITA BRITT*  
Title: *Chief Financial Officer*

ASSIGNEE:

PEI LICENSING, INC.

By: *[Signature]*  
Name: *Geoff Mankoff-Elias*  
Title: *Secretary*

SCHEDULE A

Mark	Class	Application No.	Trademark No.
PERRY ELLIS COTTONS	25	78124741	2952953
	25		
PENGUIN		76301300	2749389
	25		
CORPORATE KHAKIS		76253298	2637698
PERRY ELLIS AMERICA & MORE	35	76260543	2673065
	25		
PERRY ELLIS PORTFOLIO		76198049	2612007
	25		
PERRY ELLIS		76390200	2976901
	25		
DRY KNIT DYNAMICS		76261681	2971137
	25		
EXECUTIVE KHAKIS		76190455	2900138
		76185414	2825590
	25		