

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Anchorr Blue, Inc.		03/11/2011	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	3209443	A.BLUE
Registration Number:	1292992	ANCHOR BLUE
Registration Number:	1589034	ANCHOR BLUE
Registration Number:	2038917	ANCHOR BLUE
Registration Number:	2142905	ANCHOR BLUE
Registration Number:	3501735	ANCHORBLUE
Registration Number:	2126999	BEYOND BAGGY
Registration Number:	3086433	BIKINI EYE CANDY
Registration Number:	3086434	BIKINI SUMMER
Registration Number:	3827425	BLUE FRIDAY
Registration Number:	3452096	
Registration Number:	3777702	DARE TO COMPARE
Registration Number:	3270819	GET YOUR CLOTHES ON

**CH \$565.00 3209443**

Registration Number:	3522204	HEIDIWOOD
Registration Number:	3437344	LIVE, LOVE AND BE FREE
Registration Number:	1096347	MILLER'S OUTPOST
Registration Number:	1589478	M MILLERS OUTPOST
Registration Number:	3599743	TAKEN
Registration Number:	3609902	UNCHAINED
Registration Number:	3126096	WIRED
Serial Number:	77863134	BIKINI LOVE
Serial Number:	85154072	UNDEFINED

**CORRESPONDENCE DATA**

Fax Number: (917)546-5432  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 536-5432  
Email: geri.mankoff@perly.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:	03/21/2011

**Total Attachments: 5**  
source=IP Assignment for filing with USPTO#page1.tif  
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## INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective this 11th day of March, 2011, is made and entered into by and between Anchor Blue, Inc., a Florida corporation, having a place of business at 1260 Corona Pointe Ct., Corona, California 92879 (hereinafter referred to as "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 (hereinafter referred to as "Assignee") ("Assignee" and "Assignor" 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 March 1, 2011, between Perry Ellis International, Inc. and Anchor Blue, Inc., a Florida corporation, having a place of business located at 1260 Corona Pointe Ct., Corona, California 92879 (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, Assignor is the registration of record and owner of each of the social media user names (including any and all goodwill symbolized thereby) set forth on Schedule E hereto (the "Social Media User Names");

WHEREAS, the execution and delivery of this Assignment is a condition to Closing; and

WHEREAS, this Assignment is being delivered pursuant to that certain *Order, Pursuant to Sections 105 and 363 of the Bankruptcy Code, (I) Authorizing the Sale of Certain Intellectual Property Free and Clear of Liens, Claims, Encumbrances and Other Interests, and (II) Granting Related Relief*, entered on March 7, 2011 [Dkt. No. 267] in the Assignor's chapter 11 cases (Case No. 11-10110-PJW) pending before the United States Bankruptcy Court for the District of Delaware.

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, the Domain Names, and the

Social Media User 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.

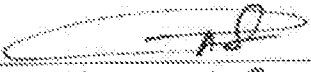
2. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property, the Domain Names and the Social Media User 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 Florida, without regard to the conflicts of law rules of such state.

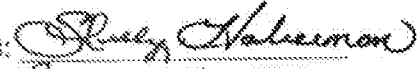
4. Counterparts. This Assignment may be executed by facsimile and/or .pdf in one (1) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Facsimile or .pdf transmission of any signed original counterpart and/or retransmission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

By:   
Name: Thomas A. Stead  
Title: \_\_\_\_\_

Witness: Michael Ruffen  
Name: Michael Ruffen

Witness:   
Name: SHELLY HABERMAN

ASSIGNEE:  
PEI LICENSING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Name: \_\_\_\_\_

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

ASSIGNOR:  
ANCHOR BLUE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Name: \_\_\_\_\_

ASSIGNEE:  
PEI LICENSING, INC.

By: [Signature]  
Name: Paul C. Burrows  
Title: PRESIDENT

Witness: [Signature]  
Name: MARCO ANTHONY DRUMMOND

Witness: [Signature]  
Name: HONETTE GENTRIZ

SCHEDULE C - TRADEMARKS

U.S. TRADEMARKS

TRADEMARKS	REGISTRATION NUMBERS
A. BLUE	3209443
ANCHOR BLUE	1292992
ANCHOR BLUE	1589034
ANCHOR BLUE	2038917
ANCHOR BLUE	2142905
ANCHORBLUE	3501735
BEYOND BAGGY	2126999
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BIKINI SUMMER	3086434
BLUE FRIDAY	3827425
CHAIN LINK LOGO	3452096
DARE TO COMPARE	3777702
GET YOUR CLOTHES ON	3270819
HEIDIWOOD	3522204
LIVE LOVE AND BE FREE	3437344
MILLER'S OUTPOST	1096347
M MILLERS OUTPOST AND DESIGN	1589478
TAKEN	3599743
UNCHAINED	3609902
WIRED	3126096

U.S. PENDING APPLICATION

TRADEMARKS	SERIAL NO.
BIKINI LOVE	77/863134
UNDEFINED	85/184072