

11/08/2011



103636129

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

11/3/11

NOV 3 4 11:17

**1. Name of conveying party(ies):**  
Bank of America, N.A.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Bank

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Additional names, addresses, or citizenship attached?  Yes  No

Name: Perry Ellis International, Inc.  
Internal  
Address: \_\_\_\_\_  
Street Address: 3000 N.W. 107th Avenue  
City: Miami  
State: Florida  
Country: USA      Zip: 33172

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Florida  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**  
Execution Date(s) March 10, 2006

Assignment       Merger  
 Security Agreement       Change of Name  
 Other Release of Security (see attached)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
Serial No. 76390200 (see attached letter for additional information)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
Name: Douglas E. Starcher  
Internal Address: Suite 1400  
Street Address: Broad and Cassel  
390 N. Orange Avenue  
City: Orlando  
State: Florida      Zip: 32801  
Phone Number: 407-839-4200  
Fax Number: 407-650-0943  
Email Address: dstarcher@broadandcassel.com

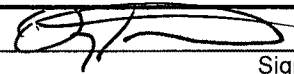
**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$40.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number 504460  
Authorized User Name Douglas E. Starcher

**9. Signature:**  \_\_\_\_\_ 11/2/11 \_\_\_\_\_  
Signature      Date

Douglas E. Starcher, P.A.      Total number of pages including cover sheet, attachments, and document: 12  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/08/2011 11:11:11 00000013 504460 76390200  
01 FC:8521 40.00 DA

**2. Name and address of receiving party(ies) CONTINUED:**

PEI LICENSING, INC.  
3000 N.W. 107<sup>th</sup> Avenue  
Miami, Florida 33172

Delaware corporation

JANTZEN APPAREL, LLC  
3000 N.W. 107<sup>th</sup> Avenue  
Miami, Florida

Delaware limited liability company

## **RELEASE OF SECURITY INTEREST IN RELEASED TRADEMARKS**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, BANK OF AMERICA, N.A. ("Secured Party"), Perry Ellis International, Inc. ("Perry Ellis"), PEI Licensing, Inc. ("PEI") and Jantzen Apparel, LLC ("Jantzen," and collectively with Perry Ellis and PEI, the "Assignors"), hereby:

1. Secured Party hereby releases the security interest held by it pursuant to the Trademark Security Agreement, dated as of June 15, 2005, between Perry Ellis and Secured Party; the Trademark Security Agreement, dated as of June 15, 2005, between PEI and Secured Party; and the Trademark Security Agreement, dated as of June 15, 2005, between Jantzen and Secured Party, in the following:

All of Assignors' right, title and interest in and to the trademarks, tradenames and applications listed on Exhibit A attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Released Trademarks").

2. Assignors hereby agree that, for purposes of enabling Secured Party to exercise its rights and remedies under the agreements related to the letter of credit facility, as amended (together, the "Facility Agreement"), each of the Assignors hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable at any time an event of default (as such term is defined in the Facility Agreement) under the Facility Agreement shall exist or shall have occurred and for so long as such event of default is continuing) without payment of royalty or other compensation to any Assignor, to use, license or sublicense any of the Released Trademarks.

3. Secured Party further agrees to promptly execute and deliver all further instruments and documents, and to take all further action, that may be necessary or desirable, or that Assignors may reasonably request, in order to terminate Secured Party's security interest in and to the Released Trademarks. Without limiting the generality of the foregoing, Secured Party authorizes Perry Ellis to file (a) an amendment to Financing Statement No. 200509955337 in the State of Florida in the form attached hereto as Exhibit B, and (b) such other notices and instruments as may be necessary or desirable or as Assignors may see fit in order to terminate Secured Party's security interest in and to the Released Trademarks.

4. Secured Party further authorizes and directs Assignors, at their sole expense, to file in each and every jurisdiction as Assignors see fit such notices of termination and other documents necessary to terminate Secured Party's security interest in the Released Trademarks.

This Release of Security Interest in Released Trademarks shall be governed by, and construed in accordance with, the laws of the State of Florida.

The undersigned have caused this Release of Security Interest in Released Trademarks to be duly executed and delivered by its officers, duly authorized, as of the 10<sup>th</sup> day of March, 2006.

Bank of America, ~~KB~~ N.A.

By: Brian K Keener  
Name: BRIAN K KEENER  
Title: Senior Vice President

Perry Ellis International, Inc.

By: Rosemary B. Trudeau  
Name: ROSEMARY B. TRUDEAU  
Title: VICE PRESIDENT FINANCE

PEI Licensing, Inc.

By: Rosemary B. Trudeau  
Name: ROSEMARY B. TRUDEAU  
Title: VICE PRESIDENT FINANCE

Jantzen Apparel, LLC

By: Rosemary B. Trudeau  
Name: Rosemary Trudeau  
Title: Manager

**EXHIBIT A  
TO  
BANK OF AMERICA RELEASE**

**PERRY ELLIS INTERNATIONAL, INC. TRADEMARKS**

TRADEMARK	CLASS	REG. NO./APPLIC. NO.
PERRY ELLIS	25	76/390,200

**PEI LICENSING, INC. TRADEMARKS**

TRADEMARK	CLASS(ES)	REG. NO./APPLIC. NO.
Crossings	25	1,317,089
Perry Ellis	03	1,416,338
Perry Ellis	09	1,704,748
Perry Ellis	18	1,739,844
Perry Ellis	24	1,447,578
Perry Ellis	25	1,448,617
Perry Ellis	25	1,249,025
Perry Ellis	25	1,428,486
Grand Slam	18	2,151,550
Grand Slam	25	1,418,434
Grand Slam	25	873,862
Grand Slam	24	1,710,101
Grand Slam (stylized)	25	629,148
Munsingwear	25	510,271
Munsingwear	25	2,011,287
Natural Issue	25	2,222,989
Natural Issue & design	25	2,186,104
Natural Issue	25	1,690,250
Crossings	25	2,349,606
John Henry	25	996,837
John Henry	09	1,320,443
John Henry	18,25	2,797,612
Manhattan (stylized)	25	103,906
Manhattan (New Logo)	25	1,411,407
Manhattan (stylized)	25	429,687
Manhattan (stylized)	25	140,890

**JANTZEN APPAREL CORP. TRADEMARKS**

TRADEMARK	CLASS	REG. NO./APPLIC. NO.
JANTZEN	18	2,197,656
JANTZEN	25	2,065,889
JANTZEN	09	825,722
JANTZEN	25	842,511

**LICENSES OF TRADEMARKS**

<b>Licensee</b>	<b>Trademark</b>	<b>Category</b>
ABERDEEN SPORTSWEAR, INC.	Perry Ellis	Men's Outerwear
AMERICAN UTEX INTERNATIONAL LIMITED	Perry Ellis	Women's Coats and Outerwear
AMIEE-LYNN ACCESSORIES, INC.	Perry Ellis	Women's Belts and Cold Weather Accessories
J.A. BESNER & SONS LTD	Perry Ellis	Boy's and Girl's Sportswear, Boy's Tailored Clothing
COBRA INTERNATIONAL	Perry Ellis	Men's Slippers
DORFMAN-PACIFIC CO., INC.	Perry Ellis	Men's Hats
V. FRAAS USA, INC.	Perry Ellis	Men's Scarves
GENESCO	Perry Ellis	Men's Dress and Dress Casual Footwear
HARTMARX CORPORATION	Perry Ellis	Men's Tailored Suits, Trousers and Sport Jackets
ISACO INTERNATIONAL, INC.	Perry Ellis	Men's Loungewear, Boxers, Hosiery and Underwear
LANTIS EYEWEAR		Men's and Women's Sunglasses
OXFORD OPHTHALMIC CORP.	Perry Ellis	Men's and Women's Ophthalmic Eyewear
PARLUX FRAGRANCES, INC.	Perry Ellis	Men's and Women's Fragrances
SEIKO INSTRUMENTS U.S.A.	Perry Ellis	Men's and Women's Watches
SUPERBA, INC.	Perry Ellis	Men's Neckwear
WEST MILL CLOTHES, INC.	Perry Ellis	Men's Formalwear
WESTPORT CORP.	Perry Ellis	Men's Small Leather Goods
TROPI-TRACKS, LLC	Jantzen	Shoes
FALCON FOOTWEAR	John Henry	Shoes
FISHMAN & TOBIN	John Henry	Boys wear
RANDA CORPORATION	John Henry	Neckwear
ISACO INTERNATIONAL	John Henry	Boxers, Hosiery and Loungewear
PREMIUMWEAR	Munsingwear	Knit and Woven Shirts
KNOTHE	Munsingwear	Underwear
WINONA KNITTING MILLS (Hampshire)	Munsingwear	Sweaters
SOCKYARD, INC.	Munsingwear Grand Slam	Socks
PREMIUM WEAR	Munsingwear	Knits and Woven Shirts

**EXHIBIT B  
TO  
BANK OF AMERICA RELEASE**

B-1

MIA11CORPSEC345272.2

**TRADEMARK  
REEL: 004670 FRAME: 0436**

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT AMENDMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Miriam Alfonso (305) 373-9421	
B. SEND ACKNOWLEDGEMENT TO:	
Name	Miriam Alfonso, Esq.
Address	Broad and Cassel
Address	One Biscayne Tower, 21st Floor 2 South Biscayne Boulevard
City/State/Zip	Miami, FL 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 200509955337	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
--	--

2. CURRENT RECORD INFORMATION - DEBTOR NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b)			
2a. ORGANIZATION'S NAME PERRY ELLIS INTERNATIONAL, INC.			
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFI

3. CURRENT RECORD INFORMATION - SECURED PARTY NAME - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)			
3a. ORGANIZATION'S NAME BANK OF AMERICA, N.A.			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFI

4. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

5. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

6. **ASSIGNMENT** (full or partial): Give name of assignee in item 9a or 9b and address of assignee in item 9c; and also give name of assignor in item 11.

7. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 9.

<input type="checkbox"/> <b>CHANGE</b> name and/or address: Give current record name in item 8a or 8b; Also give new name (if name change) in item 9a or 9b and/or new address (if address change) in item 9c.	<input type="checkbox"/> <b>DELETE</b> name: Give record name to be deleted in item 8a or 8b.	<input type="checkbox"/> <b>ADD</b> name: Complete item 9 and 9c; also complete items 9 applicable).
--	---	--

8. CURRENT RECORD INFORMATION - INSERT ONLY ONE NAME (8a OR 8b) - Do Not Abbreviate or Combine Names			
8a. ORGANIZATION'S NAME			
8b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFI

9. CHANGED (NEW) OR ADDED INFORMATION: - INSERT ONLY ONE NAME (9a OR 9b) - Do Not Abbreviate or Combine Names				
9a. ORGANIZATION'S NAME				
9b. INDIVIDUALS' LAST NAME	FIRST NAME	MIDDLE NAME	SUFFI	
9c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUN
9d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	9e. TYPE OF ORGANIZATION	9f. JURISDICTION OF ORGANIZATION	9g. ORGANIZATIO

10. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.  
See attached Exhibit A.

11. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an A authorized by a Debtor, which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of authorizing this Amendment.			
11a. ORGANIZATION'S NAME BANK OF AMERICA, N.A.			
11b. INDIVIDUALS' LAST NAME	FIRST NAME	MIDDLE NAME	SUFFI

12. OPTIONAL FILER REFERENCE DATA 18923.0031



**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT AMENDMENT FORM - ADDENDUM**

13. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)  
200509955337

14. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 11 on Amendment form)

14a. ORGANIZATION'S NAME BANK OF AMERICA, N.A.			
14b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE

15. Use this space for additional information.

## EXHIBIT A TO UCC-1 Financing Statement

**Debtor:** Perry Ellis International, Inc., a Florida corporation

**Secured Party:** Bank of America, N.A.

### Collateral Description:

(a) all Accounts; (b) all Chattel Paper; (c) all Contracts; (d) all Documents; (e) all Fixtures; (f) all General Intangibles (with the exception of trademarks, service marks, trade names, trade styles, trademark and service mark applications, and licenses and rights to use any of the foregoing, all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing, all rights to sue for past, present and future infringement of any of the foregoing); (g) all Goods and interests in property of any kind, nature and description whatsoever, whether tangible or intangible; (h) all instruments; (i) all Inventory; (j) all Investment Property; (k) all Debtor Accounts, Concentration Accounts, Disbursement Accounts, and all other deposit and other accounts and all deposits therein; (l) all money, cash or cash equivalents of Debtor; (m) all Documents of Title; (n) Commercial Tort Claims; (o) all letter of credit rights, (p) Equipment, (q) Health Care Receivables, and (r) all additions and accessions to, substitutions for, and replacements, products and proceeds of the foregoing property, including, without limitation, proceeds of all insurance policies insuring the foregoing property, and all of Debtor's books and records relating to any of the foregoing and to Debtor's business (collectively, the "Collateral").

"Accounts" means all accounts, accounts receivable, contract rights, notes, bills, acceptances, choses in action, chattel paper, instruments, documents, and other forms of obligations at any time owing to Debtor, and all "Accounts," as that term is defined in the Code, the proceeds thereof and all of the Debtor's rights with respect to any goods represented thereby, whether or not delivered, goods returned by customers and all rights as unpaid vendor or lienor, including rights of stoppage in transit and of recovering possession by proceedings including replevin and reclamation, together with all customer lists, books and records, ledger and account cards, computer tapes, disks, printouts and records, whether now in existence or hereafter created, relating to Accounts.

"Chattel Paper" means all writing or writings which evidence both a monetary obligation and a security interest in or the lease of specific goods and in addition includes all property included in the definition of "chattel paper" as used in the Code, together with any guaranties, letters of credit and other security therefor.

"Code" means the Uniform Commercial Code, as in effect in Florida and in any other jurisdiction, as applicable, from time to time.

"General Intangibles" means all intangible personal property (including things in action) except Accounts, Chattel Paper and instruments (as defined in the Code), including all contract rights, patents, patent drawings, designs, formulas, rights to a Person's name

itself, customer lists, rights to all prepaid expenses, marketing expenses, rights to receive future contracts, fees, commissions and orders relating in any respect to any business of a Person, all licenses and permits, all computer programs and other software owned by a Person, or which a Person has the right to use, and all rights for breach of warranty or other claims for funds to which a Person may be entitled, and in addition includes all property included in the definition of "general intangibles" as used in the Code.

"Inventory" means all goods, merchandise and other personal property of a Person which is held for sale or lease or furnished or to be furnished under a contract for services or raw materials, and all work in process and materials used or consumed or to be used or consumed in a Person's business, and in addition, includes all property included in the definition of "inventory" as used in the Code.

"Person" means any natural person, corporation, unincorporated organization, trust, joint-stock company, joint venture, association, limited or general partnership, limited liability company, any government, or any agency or political subdivision of any government.

MIA1\CORPSEC\346012.1  
18923\0031