

11/08/2011

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103636119

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

1. Name of conveying party(ies):

BankUnited, FSB

- Individual(s)
- General 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: _____

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 27, 2006

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Serial No. 76390200 (see letter for additional information)

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:

Signature

Douglas E. Starcher, P.A.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 20

11/08/2011 11:11:11 00000003 504460 76390200
11/2/11
01 FC:8521 Date 40.00 DA

2011 NOV -3 AM 11:15

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

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

PEI LICENSING, INC.
3000 N.W. 107th Avenue
Miami, Florida 33172

Delaware corporation

JANTZEN APPAREL, LLC
3000 N.W. 107th 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, BANKUNITED, FSB ("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 agree as follows:

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

All of Assignors' right, title and interest in and to the United States of America Released Trademarks and service marks and their respective registrations and applications for registration listed in Exhibit A attached hereto, together with the goodwill of the business symbolized by such trademarks and service marks, all licenses relating thereto, and all proceeds thereof (including, without limitation, license royalties and proceeds of infringement suits), and the right to sue for past, present, and future infringement (all of such trademarks, service marks, trademark and service mark registrations, applications for registration, goodwill, license, proceeds, and other related rights are collectively referred to herein as the "Released Trademarks").

2. Assignors hereby agree that, for purposes of enabling Secured Party to exercise its rights and remedies under the Letter of Credit Facility Agreement dated as of June 15, 2005 (the "Facility Agreement") and the Security Agreements referred to therein, 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. 200500085674 filed in the State of Florida in the form attached hereto as Exhibit B, (b) a termination to Financing Statements Nos. 5212467 6 and 5212465 0 in the State of Delaware in the form attached hereto as Exhibit C 1 and Exhibit C-2, (c) a release with the United States Patent and Trademark Office in the form attached hereto as Exhibit D, and (d) such other notices and instruments as may be necessary in order to terminate Secured Party's security interest in and to the Released Trademarks; and

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.

[SIGNATURE ON FOLLOWING PAGE]

MIA1CORPSEC346206.3

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 27th day of March, 2006.

BankUnited, FSB

By: 

Name: Miguel R. Muniz
Title: S.V.P.

Perry Ellis International, Inc.

By: 

Name: ROSEMARY S. TRUDEAU
Title: VICE PRESIDENT FINANCE

PEI Licensing, Inc.

By: 

Name: ROSEMARY S. TRUDEAU
Title: VICE PRESIDENT FINANCE

Jantzen Apparel, LLC

By: 

Name: ROSEMARY S. TRUDEAU
Title: Manager

**EXHIBIT A
TO
BANKUNITED 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
Perry Ellis	25	1,279,9752
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	2,239,606
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

Exhibit A to BankUnited Release - Continued

JANTZEN APPAREL, LLC. TRADEMARKS

TRADEMARK	CLASS	REG. NO./APPLIC. NO.
JANTZEN	03	78/144,278
JANTZEN	14	2,072,189
JANTZEN	18	2,197,656
JANTZEN	25	2,065,889
JANTZEN	09	825,722
JANTZEN	25	842,511

**EXHIBIT B
TO
BANKUNITED RELEASE**

B-1

MA1CORPSEC\345206.2

**TRADEMARK
REEL: 004670 FRAME: 0567**

**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
Address	2 South Biscayne Boulevard
City/State/Zip	Miami, FL 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 200500085674	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 BANKUNITED, FSB			
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.
 CHANGE 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.
 DELETE name: Give record name to be deleted in item 8a or 8b.
 ADD 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. INDIVIDUAL'S 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.

All personal property (excluding 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), now owned or hereafter acquired.

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 and enter name of authorizing this Amendment.

11a. ORGANIZATION'S NAME BANKUNITED, FSB			
11b. INDIVIDUAL'S 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)
200500085674

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

14a. ORGANIZATION'S NAME BANKUNITED, FSB			
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 C-1
TO
BANKUNITED RELEASE**

C-1-1

MA1NCORPSEC1346206.2

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Miriam Alfonso, Esq.
Broad and Cassel
One Biscayne Tower, 21st Floor
2 South Biscayne Boulevard
Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **5212467 6**

1b. This FINANCING STATEMENT AMENDMENT to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

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

3. 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.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. 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 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 1 also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR **PEI LICENSING, INC.**

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor who adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR **BANKUNITED, FSB**

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

18923.0031

**EXHIBIT C-2
TO
BANKUNITED RELEASE**

MA11CORPSEC348208.2

C-2-1

**TRADEMARK
REEL: 004670 FRAME: 0572**



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Miriam Alfonso, Esq.
 Broad and Cassel
 One Biscayne Tower, 21st Floor
 2 South Biscayne Boulevard
 Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **5212465 0**

1b. This FINANCING STATEMENT AMENDMENT to be filed [for record] [or recorded] in the REAL ESTATE RECORDS.

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

3. 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.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 9.

5. 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 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also item; also complete items 7c-7g if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

JANTZEN APPAREL, LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

8. AMENDMENT (COLLATERAL CHANGE); check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor who adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

BANKUNITED, FSB

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

18923.0031

**EXHIBIT D
TO
BANK UNITED RELEASE**

**RELEASE OF SECURITY INTEREST
IN TRADEMARKS AND TRADEMARK APPLICATIONS**

KNOW ALL MEN BY THESE PRESENTS, that _____
("Secured Party"), having an office at _____
_____, DOES HEREBY CERTIFY that (a) Secured Party holds a lien on various trademarks
and trademark applications of _____ ("Debtor"),
having a place of business at 3000 N.W. 107th Avenue, Miami, Florida 33172, pursuant to the
Trademark Collateral Assignment and Security Agreement, dated as of _____,
recorded in the United States Patent and Trademark Office on _____, at Reel _____
_____, Frame _____, and (b) the trademarks listed on Schedule A annexed hereto and
made a part hereof (the "Released Trademarks"), together with the goodwill of the business
symbolized by the Released Trademarks, are released and all interest in Released Trademarks
previously assigned to Secured Party under the Trademark Security Agreement is hereby
reassigned to Debtor, without representation or warranty of any kind, nature or description.

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Exhibit D to BankUnited Release - Continued

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in trademarks and trademark applications to be executed by its duly authorized corporate officer this _____, day of _____, 2006,

By: _____

Name: _____

Title: _____

Exhibit D to BankUnited Release - Continued

STATE OF _____
COUNTY OF _____

On the ____ day of _____, 2006, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____, of _____, the association described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said association.

Notary Public

SCHEDULE A
TO
EXHIBIT D
TO
BANKUNITED RELEASE

RELEASE OF SECURITY INTEREST IN
TRADEMARKS AND TRADEMARK APPLICATIONS

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.
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Grand Slam (stylized)	25	629,148
Munsingwear	25	510,271
Munsingwear	25	2,011,287
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Natural Issue & design	25	2,186,104
Natural Issue	25	1,690,250
Crossings	25	2,239,606
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

Schedule A-1

Schedule A to Exhibit D to BankUnited Release – Continued

JANTZEN APPAREL, LLC. TRADEMARKS

TRADEMARK	CLASS	REG. NO./APPLIC. NO.
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JANTZEN	14	2,072,189
JANTZEN	18	2,197,656
JANTZEN	25	2,065,889
JANTZEN	09	825,722
JANTZEN	25	842,511

Schedule A-2

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