

11/08/2011



103636120

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

2011 NOV -3 PM 11:15

1. Name of conveying party(ies):
 Commercebank, National Association

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) Yes No

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 23, 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) _____
 B. Trademark Registration No.(s)
 Reg No. 2976901 and Reg No. 1317089 (see attached 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

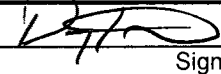
6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 504460
 Authorized User Name Douglas E. Starcher 0000004 504460 2976901

9. Signature: 

 Signature

 Name of Person Signing

01/23/2011 40.00 DA
 02/03/2011 25.00 DA
 Date

Total number of pages including cover sheet, attachments, and document: 19

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 TRADEMARKS

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Commercebank, National Association ("Secured Party"), Perry Ellis International, Inc. ("Perry Ellis"), PEI Licensing, Inc. ("PEI") and Jantzen Apparel, LLC f/k/a Jantzen Apparel Corp. ("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 Trademark Collateral Assignment and Security Agreement, dated as of March 3, 2003, between Perry Ellis and Secured Party, as amended on June 19, 2003; the Trademark Collateral Assignment and Security Agreement, dated as of March 3, 2003, between PEI and Secured Party, as amended on June 19, 2003; and the Trademark Collateral Assignment and Security Agreement, dated as of March 3, 2003, between Jantzen and Secured Party, as amended on June 19, 2003, in the following:

(a) All of Assignors' now existing or hereafter acquired right, title and interest in and to all of Assignors' trademarks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States or any State thereof described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Assignors' use of the trademarks listed thereon, and all reissues, extensions, continuations and renewals thereof (all of the foregoing being collectively referred to herein as the "Released Trademarks");

(b) The goodwill of the business symbolized by each of the Released Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Released Trademarks;

(c) All income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(d) The right to sue for past, present and future infringements thereof;

(e) All rights corresponding thereto throughout the United States of America, its territories and possessions; and

(f) Any and all other proceeds of any of the foregoing (excluding the proceeds of any sale of inventory or products bearing any of the Released Trademarks), including, without limitation, damages and payments or claims by Assignors against third parties for past or future infringement of the Released Trademarks;

provided, however, that nothing contained herein shall be interpreted as releasing any security interest granted to Secured Party pursuant to that Commercial General Security Agreement dated

March 3, 2003, between Perry Ellis and Secured Party, except with respect to 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(ies) in favor of Perry Ellis and/or its affiliates, as amended (together, the "Credit Facility"), each of the Assignors hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable at any time an event of default under the Credit Facility 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 cooperate with the Assignors, as Assignors may reasonably request, in order to terminate Secured Party's security interest in and to the Released Trademarks. Secured Party authorizes Perry Ellis to file (a) an amendment to Financing Statement No. 20020189046X in the State of Florida in the form attached hereto as Exhibit B, (b) a termination to Financing Statement No. 31217424, as amended by Financing Statement No. 50726423 in the State of Delaware in the form attached hereto as Exhibit C, and (c) a release with the USPTO in the form attached hereto as Exhibit D.

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

[SIGNATURES ON FOLLOWING PAGE]

The undersigned have caused this Release of Security Interest in Trademarks to be duly executed and delivered by its officers, duly authorized, as of the 23 day of March, 2006.

Commercebank, National Association

By: Eugene Correa
Name: EUGENE CORREA
Title: 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 B. Trudeau
Title: Manager

**EXHIBIT A
TO
COMMERCEBANK 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

Licensee	Trademark	Category
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

B-1

MIA11CORPSEC345283.4
18923/0031

TRADEMARK
REEL: 004670 FRAME: 0939

**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 #
20020189046X

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	SUFFIX

3. CURRENT RECORD INFORMATION - SECURED PARTY NAME - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME COMMERCEBANK, N.A.			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

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 9a or 9b, and 9c; also complete items 9d-9g (if 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	SUFFIX

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	SUFFIX
9c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY
9d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	9e. TYPE OF ORGANIZATION	9f. JURISDICTION OF ORGANIZATION
			9g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

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

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

See Exhibit A.

11. 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, which 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.

11a. ORGANIZATION'S NAME COMMERCEBANK, N.A.			
11b. INDIVIDUALS' LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

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)

20020189046X

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

14a. ORGANIZATION'S NAME

COMMERCEBANK, N.A.

14b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

15. Use this space for additional information.

EXHIBIT A TO UCC-3 Financing Statement

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

Secured Party: Commercebank, N.A.

Deleted Collateral Description:

All general intangibles which consist of trademarks, service marks, trade names, trade styles, trademark and service mark applications (collectively, the "Released Trademarks"), 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, and all rights to sue for past, present and future infringement of any of the foregoing (collectively with the Released Trademarks, the "Released Collateral"); provided that Debtor has granted to Secured Party, for purposes of enabling Secured Party to exercise its rights and remedies under the agreements related to the letter of credit facility(ies) in favor of Debtor and/or its affiliates, as amended (together, the "Credit Facility"), an irrevocable, non-exclusive license (exercisable at any time an event of default under the Credit Facility 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 Debtor, to use, license or sublicense any of the Released Trademarks; and provided further, that nothing in the license described in the preceding clause shall be construed as or deemed to be a grant to Secured Party of a security interest in the Released Collateral.

EXHIBIT C

C-1

MIA1VCORPSEC345283.4
18923/0031

TRADEMARK
REEL: 004670 FRAME: 0943

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 # **3121742 4**

1b. This FINANCING STATEMENT AMENDMENT is 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 7c; 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 NONE

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 which 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 **COMMERCEBANK, N.A.**

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

10. **OPTIONAL FILER REFERENCE DATA**
18923.0031

International Association of Commercial Administrators (IACA)

**EXHIBIT D
TO
COMMERCEBANK 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit D to Commercebank 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 Commercebank 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
COMMERCEBANK RELEASE**

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

PERRY ELLIS INTERNATIONAL, INC. TRADEMARKS

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JANTZEN APPAREL CORP. TRADEMARKS

TRADEMARK	CLASS	REG. NO./APPLIC. NO.
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Licensee	Trademark	Category
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COBRA INTERNATIONAL	Perry Ellis	Men's Slippers
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V. FRAAS USA, INC.	Perry Ellis	Men's Scarves
GENESCO	Perry Ellis	Men's Dress and Dress Casual Footwear
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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