

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512821

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900484345
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PEI Licensing, LLC		01/28/2019	Limited Liability Company: DELAWARE
Perry Ellis International Group Holdings Limited		01/28/2019	Company: IRELAND
Perry Ellis International, Inc.		01/28/2019	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Portfolio Brands, LLC
Street Address:	3000 NW 107th Avenue
City:	Miami
State/Country:	FLORIDA
Postal Code:	33172
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1710164	CLEAN WATER
Registration Number:	0526944	
Registration Number:	0515367	JANTZEN
Registration Number:	0825722	JANTZEN
Registration Number:	2065889	JANTZEN
Registration Number:	0522178	
Registration Number:	4870783	COASTAL ZONE
Registration Number:	2855202	JANTZEN RUBY
Registration Number:	4686128	
Registration Number:	3566696	SOUTH POINT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK

Phone: 714-641-5100
Email: trademarks@rutan.com
Correspondent Name: Lindsay J. Hulley c/o Rutan & Tucker LLP
Address Line 1: 611 Anton Boulevard
Address Line 2: 14th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 102252.0002

NAME OF SUBMITTER: Lindsay J. Hulley

SIGNATURE: /Lindsay J. Hulley/

DATE SIGNED: 03/05/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of January 28th, 2019, is made by **Perry Ellis International Group Holdings Limited**, an Irish entity with a registered office at 1 Montague Place, 2nd Floor, East Bay Street, Nassau, Bahamas, **PEI Licensing, LLC**, a Delaware limited liability company, and **Perry Ellis International, Inc.**, a Florida corporation, with offices located at 3000 NW 107th Avenue, Miami, FL 33172, (collectively “**Assignor**”), located at 3000 NW 107th Avenue, Miami, Florida 33172, in favor of **Portfolio Brands, LLC**, a Delaware limited liability company (“**Assignee**”), located at 3000 NW 107th Avenue, Miami, FL 33172, as mutually agreed to by the Parties (as herein defined) and Jantzen Brands Corporation (“**Buyer**”) to facilitate that certain Asset Purchase Agreement between Assignee and Buyer, dated January 28, 2019 (the “**APA**”). Assignor and Assignee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, in accordance with the terms of the APA, Assignor and Assignee have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office and other territories as appropriate;

WHEREAS, Assignor is the sole and exclusive owner or has been granted the requisite right, title and interest in and to the trademarks set forth on **Schedule 1** hereto, including all corresponding trademark registrations and applications for registration, issuances, renewals and extensions thereof (collectively, the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, and all other rights appurtenant, including without limitation, common law rights, title and interest;

WHEREAS, Assignor owns or has been granted the requisite right, title and interest in and to the works set forth on **Schedule 2** hereto, including all corresponding copyright licenses, copyright registrations and applications for registration, issuances, renewals and extensions thereof (collectively, the “**Copyrights**”);

WHEREAS, Assignor owns or has been granted the requisite right, title and interest in and to the domain names and relevant content contained within each domain name (collectively, the “**Domain Names**”) as set forth on **Schedule 3** hereto;

WHEREAS, Assignor owns or has been granted the requisite right, title and interest in and to the social media accounts and relevant content contained within each social media account (collectively, the “**Social Media Accounts**”) as set forth on **Schedule 4** hereto;

WHEREAS, it is Assignor’s intention to assign and transfer to Assignee all of Assignor’s right, title, and interest in and to the Trademarks, Copyrights, Domain Names and Social Media Accounts to Assignee; and

WHEREAS, it is Assignee's desire to purchase or acquire all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, Copyrights, Domain Names and Social Media Accounts.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):
 - (a) the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by the Trademarks;
 - (b) the Copyrights, including the right to use, reproduce, publish, distribute and exploit the Copyrights in any media, and to prepare derivatives of the Copyrights;
 - (c) the Domain Names and relevant content contained within each Domain Name;
 - (d) the Social Media Accounts and relevant content contained within each Social Media Account;
 - (e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world for Assignee's own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made;
 - (f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Moral Rights.** Assignor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Assignor may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" with respect to all Assigned IP and all intellectual property rights therein.

3. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. **Terms of the APA.** The terms of the APA, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

5. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Authority to Execute.** The individuals signing this IP Assignment on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this IP Assignment as of the date first above written.

[Signature Page Follows]

ASSIGNOR:

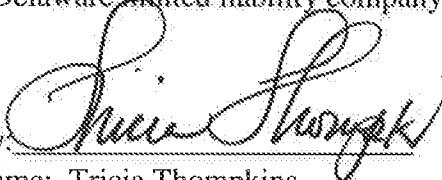
Perry Ellis International Group Holdings
Limited, an Irish company

By: 

Name: Tricia Thompkins

Title: Assistant Secretary

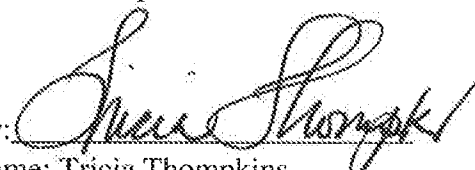
PEI Licensing LLC,
a Delaware limited liability company

By: 

Name: Tricia Thompkins

Title: Assistant Secretary

Perry Ellis International, Inc.
a Florida Corporation

By: 

Name: Tricia Thompkins

Title: EVP, General Counsel & Secretary

ASSIGNEE:

Portfolio Brands, LLC
a Delaware LLC

By: 

Name: Tricia Thompkins

Title: Secretary

[Signature Page to IP Assignment Agreement to Portfolio Brands, LLC]

SCHEDULE 1
Trademarks

[See attached list]

United States of America

PEI Licensing, Inc.	CLEAN WATER	United States of America	Dec 9 1991	74228757	Registered	Tricia McDermott Thompkins
	940	Aug 25 2022	Aug 25 1992	1710164		Kayanna Medina

Int. Class 25
Goods articles of clothing for men and women; namely, sweatshirts, T-shirts, polo shirts, sweaters, swimwear, cover-ups, and shorts

PEI Licensing, Inc.	DIVING GIRL (right)	United States of America	Feb 1 1948	71573128	Registered	Tricia McDermott Thompkins
	963	Jun 27 2020	Jun 27 1950	0526944		Kayanna Medina

Int. Class 25
Goods MENS, WOMENS, AND CHILDRENS APPAREL-NAMELY, SWIMMING SUITS, TRUNKS, SWEATERS, JERSEYS, SCARVES, GARMENT BELTS, SHOES, TROUSERS, JACKETS, COATS, VESTS, HATS, CAPS, OUTER SHIRTS, OUTER SHORTS, SUITS AND OUTER SKIRTS

PEI Licensing, Inc.	JANTZEN	United States of America	Jan 27 1948	71548083	Registered	Tricia McDermott Thompkins
	1033	Sep 20 2019	Sep 20 1948	0515367		Kayanna Medina

Int. Class 25
Goods MENS, WOMENS AND CHILDRENS APPAREL-NAMELY, SWIMMING SUITS, JACKETS, AND OUTER SKIRTS FOR WOMEN

PEI Licensing, Inc.	JANTZEN	United States of America	Feb 18 1966	72239150	Registered	Tricia McDermott Thompkins
	1030	Mar 14 2027	Mar 14 1967	0825722		Kayanna Medina

Int. Class 9
Goods SUNGLASSES

PEI Licensing, Inc.	JANTZEN	United States of America	Nov 20 1995	75022473	Registered	Tricia McDermott Thompkins
	1029	May 27 2027	May 27 1997	2065889		Kayanna Medina

Int. Class 25
Goods swimwear

PEI Licensing, Inc.	OLD DIVING GIRL (RIGHT)	United States of America	Jan 27 1948	71548082	Registered	Tricia McDermott Thompkins
	964	Mar 14 2020	Mar 14 1950	0522178		Kayanna Medina

Int. Class 25
Goods WOMENS AND CHILDRENS APPAREL-NAMELY, SWIMMING SUITS

WebTRIS Infinity 15 Records Printed By kmedina123; Jan 28 2019 - 18:18:43 - Criteria: Trademark group in "JANTZEN" + Active / inactive = Active + Checked / Unchecked = Both, Only 15 Of 334 Records Selected - END OF REPORT

Trademark Records By Country

Owner	Trademark	Country	Application Date	Application No	Trademark Status	Agent
Client	File Reference	Next Renewal Due	Registration Date	Registration No	Trademark Sub Status	Supervisor

United States of America

PEI Licensing, LLC	COASTAL ZONE 13614	United States of America Dec 15 2025	May 20 2015 Dec 15 2015	66635752 4870783	Registered	Tricia M. Thompkins, COASTAL ZONE Kayanne Medina
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Int. Class 25
Goods Articles of clothing for women, namely, swimwear and cover-ups

PEI Licensing, LLC	JANTZEN RUBY 1034	United States of America Jun 15 2024	Dec 3 2002 Jun 15 2004	78190814 2855202	Registered	Tricia McDermott Thompkins Kayanne Medina
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Int. Class 25
Goods Clothing, namely, swimwear, beachwear, jackets, pants, shorts, skirts, t-shirts, footwear, namely, shoes, sandals and sneakers, and headgear, namely, hats, caps and visors

PEI Licensing, LLC	PIN TUCK BRAID (Design) 13076	United States of America Feb 10 2025	Mar 8 2014 Feb 10 2015	86213268 4686128	Registered	Tricia McDermott Thompkins Kayanne Medina
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Int. Class 25
Goods Swimwear

PEI Licensing, LLC	SOUTH POINT 1192	United States of America Jan 27 2029	Dec 14 2007 Jan 27 2009	77352309 3566696	Registered	Tricia McDermott Thompkins SOUTH POINT Kayanne Medina
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Int. Class 25
Goods Clothing, namely, swimwear

WebTMS Infinity 4 Records Printed By kmedina123: Jan 29 2019 - 18:21:00 - Criteria: Trademark group in "JANTZEN" + Active / Inactive = Active + Checked / Unchecked = Both, Only 4 Of 334 Records Selected - END OF REPORT