

03-23-2000

U.S. Department of Commerce
Patent and Trademark Office
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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

03/22/2000 DNGUYEN 00000186 1916603

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01 FC:481 40.00 OP
02 FC:482 50.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK

REEL: 002038 FRAME: 0404

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1916603"/>	<input type="text" value="2217299"/>	<input type="text" value="1915133"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Randall Riccardo

Name of Person Signing



Signature

2/11/00

Date Signed

Intellectual Property Assignment

THIS ASSIGNMENT is effective this 17 day of September, 1999 ("Effective Date"), from P.N.B. Inc, and PNBTM Inc., each a New York Corporation with its headquarters at 42 West 39th Street, 7th Floor, New York, New York, 10018 ("Assignor") to Perry Ellis International Inc., a Florida corporation, with its headquarters at 3000 NW 107th Avenue, Miami, Florida 33172 ("Assignee")

WHEREAS, Assignor owns all right, title and interest in, to and under certain intellectual property, including trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such intellectual property;

NOW, THEREFORE, for good and valuable consideration (including the \$300,000 paid to U.S. San Ei in partial satisfaction of a debt and the assumption and guaranty of the remainder of the debt), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, all right, title and interest in, to and under the following:

1. The Intellectual Property, including the trademarks listed on Schedule A annexed hereto, together with that part of the goodwill of Assignor's business connected with the use thereof and symbolized thereby and any and all other rights, privileges and priorities provided under United States, state or foreign law with respect to the foregoing, including without limitation all registrations and pending applications, common-law rights and rights under the laws of unfair competition and;

2. Any and all copyrights, including works for hire, trade secrets, the names and addresses of any past, current or prospective customers, suppliers or licensees, any kind of know-how practiced by Assignor, service marks, corporate names, tradenames, fictitious business names, designs, logos, and any other source and/or business identifiers and all registrations and applications issued with respect to any of the foregoing used in Assignor's business or in which Assignor otherwise has an interest and the goodwill associated with the foregoing (1 and 2 collectively known as "Transferred Rights");

3. 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 Effective Date, including the right to receive all proceeds and damages therefrom;

4. Any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind in relation to the Transferred Rights; and any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights; and

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 an entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby covenants that it is the sole owner of the Transferred Rights, free and clear of any and all liens, security interests, claims or other encumbrances of any kind, that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute, any agreements inconsistent herewith.

Assignor shall, without further consideration, comply with a reasonable request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Transferred Rights in Assignee and to record this Assignment with all appropriate authorities.

This Assignment supersedes and extinguishes the license agreement dated May 1, 1998, now in effect, between the Assignor and Assignee.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the 17th day of Sept., 2000.
1999

Perry Ellis International, Inc.

By: [Signature]
Name: NEAL S. NACKMAN
Title: C.F.O.

P.N.B. Inc and PNBIM Inc.

By: [Signature]
Name: ROGER BRIE MCHAMVE
Title: PRESIDENT

Exhibit A

<u>Trademark</u>	<u>Country</u>	<u>Registration/Application No.</u>
PNB NATION (and pig design)	United States	1,916,603
PNB NATION	United States	2,217,299
PNB (and crown design)	United States	1,915,133
PNB NATION	Japan	9-187337 (application)
PNB (and crown design)	Japan	4195318