

09-18-2000



101463911

8.22.00
M21

09-18-2000 16
CLASSIFICATION

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Change of Name

Other _____

Effective Date
Month Day Year
07 01 00

Conveying Party

Mark if additional names of conveying parties attached

Name Salem Sportswear, Inc. d/b/a Pro Player Sports Appare Execution Date
Month Day Year
07 01 00

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New Hampshire Corporation

Receiving Party

Mark if additional names of receiving parties attached

Name Perry Ellis International, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3000 N.W. 107 Avenue

Address (line 2) _____

Address (line 3) Miami Florida 33172
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Florida

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.)

FOR OFFICE USE ONLY

09/18/2000 MTHAI1 00000043 1685400
01 FC:481 40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002138 FRAME: 0892

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="1685400"/>	<input type="text"/>	<input type="text"/>
<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

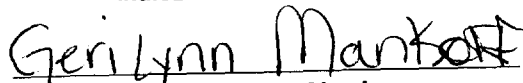
(Enter for payment by deposit account or if additional fees can be charged to the account.)

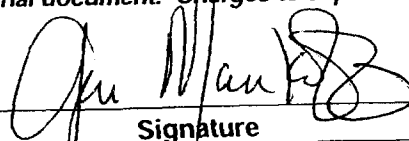
Deposit Account Number: #

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.


Name of Person Signing


Signature

Date Signed

ASSIGNMENT AND BILL OF SALE

July

THIS ASSIGNMENT AND BILL OF SALE is made and entered into effective as of the 1st day of ~~June~~, 2000, by and among Pro Player, Inc., Salem Sportswear, Inc. d/b/a Pro Player Sports Apparel, Artex Manufacturing Company, Inc., and Salem Sportswear Corp., debtors and debtors-in-possession ("Seller"), and Perry Ellis International Inc., a Florida corporation ("Purchaser").

WITNESSETH:

A. Seller, together with Fruit of the Loom, Inc. and the other affiliated debtors and debtors-in-possession in the Bankruptcy Case (as hereinafter defined) (collectively, "Fruit of the Loom") are debtors and debtors-in-possession in connection with a petition for reorganization filed by Fruit of the Loom pursuant to Chapter 11 of Title 11 of the U.S. Code in the case captioned In re Fruit of the Loom, Inc. et al., pending in the United States Bankruptcy Court for the District of Delaware ("Bankruptcy Court") and assigned Case No. 99-02247 (PJW) (the "Bankruptcy Case").

B. The Bankruptcy Court has entered an order dated June 27 2000, in the Bankruptcy Case ("Order") ordering, in part, the sale of certain intellectual property assets by Seller to Purchaser on the terms and conditions set forth in the Order.

C. Seller desires to transfer and assign to Purchaser Seller's right, title and interest in and to the assets described below and Purchaser desires to purchase and accept the sale, transfer, conveyance, assignment and delivery thereof.

NOW, THEREFORE, for and in consideration of the payment of \$1,300,000.00 (One Million, Three Hundred Thousand and 00/100 Dollars), the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Order, Seller and Purchaser hereby covenant and agree as follows:

Seller hereby irrevocably sells, transfers, conveys, assigns and delivers ("Transfer") to Purchaser all of Seller's right, title and interest in, to and under all of the

0068895.01

intellectual property listed on Schedule A hereto, including (a) the good will related thereto, (b) the domain name "proplayer.com", and (c) copies of all design work with respect to any marks with special designs, samples of any labels, hangtags, bags or other advertisements with respect to each mark and name, and the artwork files related to the marks and names listed on Schedule A, to the extent in the possession of Pro Player or Fruit of the Loom the "Assets") and Purchaser hereby purchases the Assets. Notwithstanding anything in this Assignment and Bill of sale to the contrary, the Assets do not include any other trademark or trade name or other intellectual property not listed on Schedule A, including but not limited to, the trademarks or trade names "Fruit of the Loom" and "Fruit of the Loom Sports and Licensing Division" and any intellectual property or goodwill related thereto, nor shall they be Transferred hereunder.

This Transfer is made without representation, warranty or guaranty or recourse against Seller of any kind whatsoever, except that Seller represents that it has not previously Transferred the Assets to any person other than Purchaser.

Purchaser acknowledges and agrees that neither Seller nor any agent or representative of Seller has made, and Seller is not liable or bound in any manner by, any express or implied warranties, guaranties, inducements, representation or information pertaining to the Assets or any part thereof, including, without limitation, the physical condition, the suitability of same for any purpose, the value of the Assets or enforceability of any rights with respect to the Assets or any other matter or thing with respect thereto. Purchaser acknowledges and agrees that the Assets are being Transferred hereunder "as is."

Notwithstanding the Transfer of the Assets to Purchaser pursuant to this Assignment and Bill of Sale and the Order, Seller shall retain the right (a) (i) to sell the IP Inventory (as such term is defined in the Order), including, without limitation, the sale of the Inventory (as such term is defined in the Order) to the Inventory Purchaser (as such term is defined in the Order), and (ii) to arrange for and/or facilitate the sale of the Undelivered IP Inventory (as such term is defined in the Order), in each case pursuant to the terms of the Wind Down Order (as such term is defined in the Order) and/or the Order, and (b) to continue to use the Assets through the completion of the wind down under the Wind Down Order, not for the production of goods,

0068895.01

but shall be permitted to use existing corporate names, business forms, signage and the like. Purchaser irrevocably consents to (i) the sale of the IP Inventory (including the Undelivered IP Inventory (as such term is defined in the Order)) by, or with the assistance of, Seller, and the sales of IP Inventory by the purchasers thereof, including, without limitation, the Inventory Purchaser, (ii) the use of the Assets (in advertising or otherwise, so long as the advertising does not disparage the Assets) to the extent required by any such sales and resales, including any bulk sales, and (iii) the use of the Assets by Seller in its operations through the conclusion of the wind down under the Wind Down Order, including continued use of corporate names, business forms, signage and the like (but excluding the production of goods for sale). Purchaser hereby further irrevocably consents to the use of the name "Pro Player" granted under decretal paragraph 4 of the Stipulation and Order Settling Motions of South Florida Stadium Corporation, Huizenga Holdings, Inc. and Miami Dolphins, Ltd., so-ordered on April 7, 2000 (the "Stadium Stipulation") to the Stadium Parties (as defined in the Stadium Stipulation), and agrees to be bound by the terms thereof.

This Assignment and Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

This Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflict of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Assignment and Bill of Sale in order for this Assignment and Bill of Sale to be effective in any respect, then the laws of such other jurisdiction shall govern this Assignment and Bill of Sale to such extent.

This Assignment and Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment and Bill of Sale is made pursuant to and subject to the terms of the Order. In the event of a conflict between the provisions of this Assignment and Bill of Sale and the provisions of the Order, the provisions of the Order

0068895.01

Sworn to before me this
1 day of ~~July~~^{August}, 2000

Kerry L. Talbot
NOTARY PUBLIC

KERRY L. TALBOT, Notary Public
My Commission Expires July 21, 2004

ARTEX MANUFACTURING COMPANY, INC.,
debtor and debtor-in-possession,

By: David T. Whitaker
Name: David T. Whitaker
Title: Executive Vice President

Sworn to before me this
1 day of ~~July~~^{August}, 2000

Kerry L. Talbot
NOTARY PUBLIC

KERRY L. TALBOT, Notary Public
My Commission Expires July 21, 2004

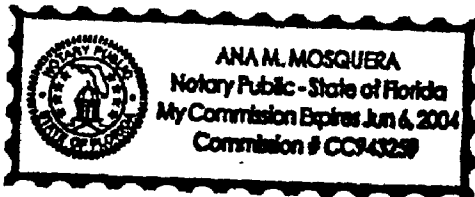
PURCHASER

PERRY ELLIS INTERNATIONAL INC.,
a Florida corporation

By: George H. [Signature]
Name: George H. [Signature]
Title: Chairman.

Sworn to before me this
10 day of July, 2000

[Signature]
NOTARY PUBLIC



0068895.01

shall govern.

IN WITNESS WHEREOF, the parties have executed this Assignment and Bill of Sale on the day and year first above written.

SELLER:

SALEM SPORTSWEAR, INC., d/b/a
Pro Player Sports Apparel,
debtor and debtor-in-possession,

By: David T. Whitaker
Name: David T. Whitaker
Title Executive Vice President

Sworn to before me this
1 day of ~~July~~^{August}, 2000

Kerry L. Talbot
NOTARY PUBLIC

KERRY L. TALBOT, Notary Public
My Commission Expires July 21, 2004

PRO PLAYER, INC.,
debtor and debtor-in-possession,

By: David T. Whitaker
Name: David T. Whitaker
Title Executive Vice President

Sworn to before me this
1 day of ~~July~~^{August}, 2000

Kerry L. Talbot
NOTARY PUBLIC

KERRY L. TALBOT, Notary Public
My Commission Expires July 21, 2004

SALEM SPORTSWEAR CORP.,
debtor and debtor-in-possession,

By: David T. Whitaker
Name: David T. Whitaker
Title Executive Vice President

0068895.01

Sworn to before me this
1 day of ~~July~~^{August}, 2000

Kerry L. Talbot
NOTARY PUBLIC

KERRY L. TALBOT, Notary Public
My Commission Expires July 21, 2004

ARTEX MANUFACTURING COMPANY, INC.,
debtor and debtor-in-possession,

By: David T. White
Name: David T. White
Title: Executive Vice President

Sworn to before me this
1 day of ~~July~~^{August}, 2000

Kerry L. Talbot
NOTARY PUBLIC

KERRY L. TALBOT, Notary Public
My Commission Expires July 21, 2004

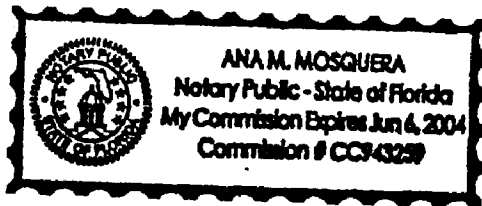
PURCHASER

PERRY ELLIS INTERNATIONAL INC.,
a Florida corporation

By: George E. Kreig
Name: George E. Kreig
Title: Chairman

Sworn to before me this
10 day of July, 2000

ANA M. MOSQUERA
NOTARY PUBLIC



0068895.01

SCHEDULE A

PRO PLAYER TRADEMARK REGISTRATIONS

Country	Cur Reg No	Trademark	Class
United States	1,751,135	PRO PLAYER	25
United States	1,782,748	P LOGO	25
United States	2,025,275	PRO PLAYER	18
United States	2,077,125	FANS GEAR AND DESIGN	25
United States	1,636,199	DANIEL YOUNG	25
United States	1,897,027	PRO PLAYER	25
United States	2,081,861	WEAR THE ATTITUDE	25
Andorra	5551	PRO PLAYER	18, 24, 25
Argentina	1,720,959	PRO PLAYER	25
Argentina	1,785,517	SPORT PLAYER	25
Australia	8553088	PRO PLAYER (BLOCK)	25
Canada	404,013	PRO PLAYER & DESIGN	25
Croatia	37,832	PRO PLAYER (BLOCK)	25
France	1,683,638	PRO PLAYER & DESIGN	25
Great Britain	1,463,404	PRO PLAYER BY DANIEL YOUNG	25
Germany	2,010,765	PRO PLAYER BY DANIEL YOUNG	25
Italy	609267	PRO PLAYER (BLOCK)	25
Japan	2,548,642	PRO PLAYER (BLOCK)	17 (National)
South Korea	265,046	PRO PLAYER LOGO BY DANIEL YOUNG	45 (National)
Mexico	488,232	PRO PLAYER LOGO	25
Philippines	59,709	PRO PLAYER (BLOCK)	25
Russian Federation	128,132	PRO PLAYER	25
Slovenia	Z-9671310	PRO PLAYER (BLOCK)	25
Taiwan	613,872	PRO PLAYER BY DANIEL YOUNG	40 (National)
Thailand	160,291	PRO PLAYER LOGO	38 (National)

SCHEDULE A

PRO PLAYER TRADEMARK REGISTRATIONS

Country	Cur Reg No	Trademark	Class
Turkey	132,582	PRO PLAYER LOGO	25
Yugoslavia	37,832	PRO PLAYER (BLOCK)	

By: John P. Hans

2

SCHEDULE A

PRO PLAYER TRADEMARK APPLICATIONS

Country	Trademark	Orig App No	O. App. Dt	Class
United States	STYLIZED "P"	75/844963	08NOV1999	25
Bosnia-Herzegovina	PRO PLAYER (BLOCK)	1556/97	04AP1997	25
Community Trademark	PRO PLAYER (BLOCK)	181,347	01AP1995	18, 24, 25
Macedonia	PRO PLAYER (BLOCK)	2-686/96	02OC1996	25
Singapore	PRO PLAYER	10262/91	16NO1991	25

WIPO/INTAK/DOUSK/CALU/DP/PT/CO/AN/STU/PK/RIJ/VE/IND/US
 By: John P. Hare

3

SCHEDULE A

ARTEX MANUFACTURING COMPANY, INC. TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Trademark</u>	<u>Curr Reg No</u>	<u>O. Reg Dt</u>	<u>Class</u>
United States	ARTEX SPORTSWEAR (BLOCK)	1,741,433	22DEC1992	25
United States	FRIB AGENT	1,905,037	11JUL1995	25
United States	10BDALLION DESIGN	1,819,047	01FEB1994	25

Copyright © 2000 by Jostens/CW
By: John P. Hans

07/05/00 13:08 PM 002138/0903

LEVEL 0213

4

SCHEDULE A

SALEM SPORTSWEAR TRADEMARK REGISTRATIONS

Country	Trademark	Cur Reg No	O. Reg DC	Class
United States	OFFICIAL FAN & DESIGN	1,685,400	05MY1992	25
Andorra	OFFICIAL FAN	12,937	24JA1997	18, 24, 25
Canada	SALEM SPORTSWEAR & DESIGN	407,112	22JA1993	25
Community Trademark	OFFICIAL FAN & DESIGN	178,103	09JL1998	18, 24, 25
France	SALEM SPORTSWEAR & DESIGN	1,638,301	11JA1991	25
Germany	SALEM SPORTSWEAR & DESIGN	2,043,876	01JA1991	25
Turkey	SALEM SPORTSWEAR & DESIGN	124,798	10JA1991	25

JUL 05 08 05:45PM JUSTICE/CA

By: John P. Hart

5