

01-23-2001



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1.5.01

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**
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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

01/19/2001 DNGUYEN 00000052 2073085

01 FC:481 40.00 OP
02 FC:482 300.00 OP
03 FC:998 5.00 OP

FOR OFFICE USE ONLY

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: 002217 FRAME: 0408

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)

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.

TAMARA CARMICHAEL, P.A., ATTORNEY

Tamara Carmichael, PA

1/3/01 TC
12/21/2000

Name of Person Signing

Signature

Date Signed

Schedule 1

<u>Mark</u>	<u>Registration/Serial Number</u>
CASH-COTTON WITH THE CASMERE FEEL! (words only)	2,073,085
LINEA UOMO (words only)	2,036,058
MDM (words only)	75/708817
MONDO DI MARCO (words only)	1,648,889
MONDO DI MARCO (words only)	2,315,164
OGGI MODE (words only)	74/070798
PRONTO-UOMO (words only)	1,646,078
PRONTO-UOMO (words only)	1,681,269
PRONTO-UOMO (words only)	75/214239
SOGNO (words only)	1,609,864
TEMPO LIBERO (words only)	2,018,563
TEMPO LIBERO (words only)	2,018,564
VIVA SETA (words only)	1,768,714

TRADEMARK ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL of SALE is made and entered into effective as of the day of November, 2000 by Mondo, Inc. debtor and debtor-in-possession ("Seller"), and Perry Ellis International Inc., a Florida corporation ("Purchaser").

WITNESSETH:

A. Seller, is the debtor and debtor-in-possession in the Bankruptcy Case (as hereinafter defined) in connection with a petition for reorganization filed by Mondo, Inc. pursuant to Chapter 11 of Title 11 of the U.S. Code in the case Captioned "In re Mondo, Inc." pending in the United States Bankruptcy Court for the District of New York ("Bankruptcy Court") and assigned Case No. 00B14364(AJG) (the "Bankruptcy Case").

B. The Bankruptcy Court has entered an order dated November 8, 2000, in the Bankruptcy Case ("Order") ordering, in part, the sale of certain assets including 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 \$3,500,000.00 (Three Million, Five 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 worldwidelo right, title and interest in, to and under all of the intellectual property listed on Schedule 1 hereto, including (a) the applications therefor and the registrations therefor (b) the good will related thereto, and any other rights, licenses, privileges and priorities under United States, state or foreign law with respect to the foregoing, includint without limitation common-law rights and rights under the laws of unfair competition, (c) all trademark license agreements therefore and (d) copies of all design work with respect to any marks with special designs, trade dress, 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 1, to the extent in the possession of Seller (the "Assets") and Purchaser hereby purchases the Assets.

The Seller represents that it has not previously transferred the Assets to any person other than Purchaser, and that in the United States the Assets are free and clear of any pledges, liens, claims or encumbrances.

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.

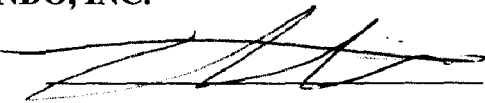
This Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflict of laws principles thereof, except that if it is necessary in any other jurisdiction 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 apply.

IN WITNESS WHEREOF , the parties have executed this Assignment as of the year and day above written.

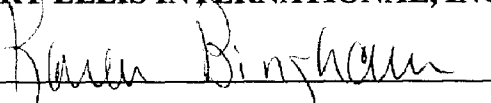
MONDO, INC.

By: 

Its: Treasurer

Date: November 20, 2000

PERRY ELLIS INTERNATIONAL, INC.

By: 

Its: Assistant Secretary

Date: November 20, 2000

January 2, 2001

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Assignment form – Trademark Application

Dear Sir:

Enclosed please find one Trademark Assignment and Bill of Sale conveying rights of Mondo, Inc. debtor and debtor in possession (Seller) to Perry Ellis International, Inc. (Purchaser), including Schedule 1, Recordation Form Cover sheet, and check payable to the Commissioner of Patents & Trademarks in the amount of \$345.00. This amount represents the total payment for the required recordation fee for the enclosed Trademark Assignment and Bill of Sale.

Please confirm receipt of the enclosed by date stamping and returning the enclosed duplicate of this letter using the enclosed postage-paid return envelope.

Sincerely,

BROAD AND CASSEL



Tamara Carmichael, P.A.

TC:as

Enclosure

cc: Ms. Karen Bingham, General Counsel
Perry Ellis International, Inc.(w/enclosure)

January 2, 2001

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Assignment form – Trademark Application

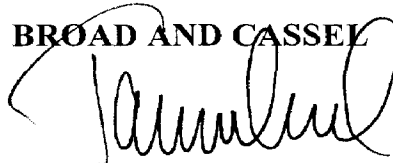
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BROAD AND CASSEL



Tamara Carmichael, P.A.

TC:as
Enclosure

cc: Ms. Karen Bingham, General Counsel
Perry Ellis International, Inc.(w/enclosure)