

08-21-2003



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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Jantzen Apparel Corp.

8.18.03

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 19, 2003

2. Name and address of receiving party(ies)
Name: Commercebank, National Association

Internal
Address:
Street Address: 220 Alhambra Circle, 11th Fl.
Coral
City: Gables State: FL Zip: 33134

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National bank, federally chartered

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
Please see attached.

B. Trademark Registration No.(s)
Please see attached.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nidia Perez
Internal Address:
Street Address: c/o Akerman Senterfitt
One Southeast Third Ave., 28th Fl.
City: Miami State: FL Zip: 33131

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

2003 AUG 18 AM 8:28
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Nidia Perez

Name of Person Signing

Signature

August 18, 2003

Date

Total number of pages including cover sheet, attachments, and document: 10

08/20/2003 GT0N11 00000101 78144276

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

TRADEMARK
REEL: 002806 FRAME: 0287

EXHIBIT A
TO
AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

JANTZEN APPAREL CORP. TRADEMARKS

TRADEMARK	CLASS	REG. NO./APPLIC. NO.
JANTZEN	03	78,144,278
JANTZEN	14	2,072,189
JANTZEN	13	2,197,656
JANTZEN	25	2,065,839
JANTZEN	09	825,722
JANTZEN	25	842,511

EXHIBIT B
TO
AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES GRANTED BY JANTZEN APPAREL CORP.

None.

AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Amendment"), is made and entered into as of the 19th day of June, 2003, by and between Jantzen Apparel Corp., a Delaware corporation ("Debtor"), and Commercebank, National Association ("Secured Party").

R E C I T A L S:

WHEREAS, Debtor and Secured Party entered into that certain Trademark Collateral Assignment and Security Agreement, dated as of March 3, 2003, pursuant to which Debtor granted to Secured Party certain collateral security with respect to the collateral identified on Exhibit A thereto ("Security Agreement").

WHEREAS, a copy of the Security Agreement was submitted to the Assignment Division of the United States Patent and Trademark Office ("USPTO") for recordation on March 19, 2003.

WHEREAS, Debtor and Secured Party wish to amend the Security Agreement as provided for in this Amendment and to record this Amendment with the USPTO.

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto, and for other good and valuable consideration, it is agreed as follows:

1. The foregoing statements are true and correct and are incorporated herein as if set forth in full.
2. Unless otherwise defined herein, all terms used herein shall have the definitions specified in the Security Agreement.
3. The Security Agreement is hereby modified as follows (all references to sections being the applicable sections of the Security Agreement, unless otherwise stated):
 - a. The second Whereas clause is hereby amended and restated, in its entirety, to read as follows:

WHEREAS, Perry Ellis International, Inc., formerly known as Supreme International Corp., a Florida corporation ("Perry Ellis"), Supreme International, Inc., a Delaware corporation ("Supreme"), Jantzen, Inc., a Delaware corporation ("Jantzen"), Salant Corporation, a Delaware corporation ("Salant") and Salant Holding Corporation, a Delaware corporation (together with Perry Ellis, Supreme, Jantzen and Salant, each individually a "Borrower" and collectively, "Borrowers"), and Secured Party have entered or are about to enter into financing arrangements pursuant to which Secured Party may issue letters of credit for and provide other financial accommodations to Borrowers as set forth in the Commitment Letter dated June 13, 2003, from Secured Party to and accepted by

Borrowers on June 19, 2003 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Commitment Letter") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Commitment Letter, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

b. Section 2. (Obligations Secured) is hereby amended and restated, in its entirety, to read as follows:

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor and/or any of the Borrowers to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Commitment Letter or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Commitment Letter or after the commencement of any case with respect to any Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not allowed or allowable in whole or in part in any such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

4. Debtor acknowledges and confirms that all the Collateral in respect of which Debtor has granted to Secured Party a continuing security interest in, a general lien upon, and a conditional assignment of, pursuant to the Security Agreement, continues to secure the Obligations, as hereby modified.

5. Debtor and Secured Party specifically acknowledge and agree that (i) Exhibit A which is attached hereto and made a part of this Amendment is a true and correct list of the Trademarks which secure the Obligations under this Amendment and the Security Agreement, and (ii) Exhibit B which is attached hereto and made a part of this Amendment is a true and correct list of the licenses which Debtor has granted with respect to the Trademarks described on Exhibit A and replaces in its entirety Exhibit B to the Security Agreement.

6. Except as expressly modified herein, all terms and provisions of the Security Agreement, and all other documents, instruments and agreements executed and/or delivered in

connection with the Security Agreement, shall remain unchanged and in full force and effect. No consent of Secured Party hereunder shall operate as a waiver or continuing consent with respect to any instance or event other than those specified herein.

7. All covenants, agreements, representations and warranties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

JANTZEN APPAREL CORP.

By: *Thomas B. Sullivan*

Title: *Sullivan*

COMMERCEBANK, N.A.

By: *[Signature]*

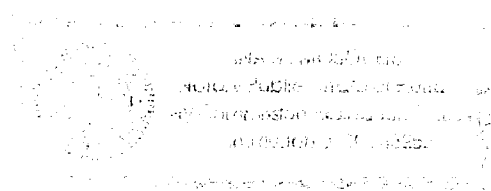
Title: *Vice President*

STATE OF FLORIDA)
) ss.:
COUNTY MIAMI-DADE)

On the 19 day of June, 2003, before me personally came Bonny Tidgaa, to me known, who being by me duly sworn, did depose, acknowledge and say that she is the Manager of JANTZEN APPAREL CORP., the corporation which executed the foregoing instrument and that she signed her name thereto by order of the board of directors of such corporation.

[Signature]
Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)



On this 19 day of June, 2003, before me personally came Dominico Hernandez, to me known, who, being duly sworn, did depose and say, that he is Vice President of COMMERCEBANK, N.A., 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.

[Signature]
Notary Public

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AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES GRANTED BY JANTZEN APPAREL CORP.

None.