TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TSI Brands, Inc.		02/26/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PEI Licensing, Inc.
Street Address:	3000 N.W. 107th Avenue
Internal Address:	Legal Dept.
City:	Miami
State/Country:	FLORIDA
Postal Code:	33172
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 138

Property Type	Number	Word Mark
Registration Number:	1233672	
Registration Number:	1556896	
Registration Number:	117335	
Registration Number:	2802613	AK AMERICAN KHAKIS
Registration Number:	2798805	AMERICAN WEEKEND
Registration Number:	2883021	ANDREA YORK
Registration Number:	2920106	AT YOUR BEST
Registration Number:	2764305	AUTHENTIC CHINO CASUALS
Registration Number:	2758636	AUTHENTIC KHAKI CO.
Registration Number:	2376780	AUTHENTIC KHAKI OUTDOOR
Registration Number:	2485519	AUTHENTIC KHAKI STRETCH
Registration Number:	2635897	B2B
Registration Number:	1648201	BAY-TO-BAY

CH $3465.00 1233672

Registration Number:	2503905	BAY TO BAY QUALITY
Registration Number:	2363498	BAY TO BAY TROPICAL QUALITY SINCE 1927
Registration Number:	1923786	BAY TO BAY CREW
Registration Number:	2590240	BAY GOLF BAY B TO B 1927
Registration Number:	1720393	BAYSPORT
Registration Number:	1959169	BIG HORN
Registration Number:	2043883	BILLY BOY
Registration Number:	2523091	BLUE MIST
Registration Number:	1758436	BOSTON BAY
Registration Number:	2384676	CACTUS JACK
Registration Number:	429337	CARWOOD
Registration Number:	1205556	CHARLES CHASTAIN
Registration Number:	2316990	COOL HAND
Registration Number:	2781510	COOLPLAY
Registration Number:	1715925	COTTONWOOD TRADERS
Registration Number:	1959592	
Registration Number:	2472104	E - CORE
Registration Number:	2789630	EXECUTIVE CARGO
Registration Number:	2063928	EXTREME RISK
Registration Number:	2324759	ER EXTREME RISK SPORTSWEAR
Registration Number:	890940	F
Registration Number:	886375	F
Registration Number:	558581	FARAH
Registration Number:	1330960	FARAH
Registration Number:	1009976	FARAH
Registration Number:	1416008	FARAH CLOTHING CO.
Registration Number:	2485875	FARAH F
Registration Number:	924305	FARAH THE PREFERENCE SLACK
Registration Number:	2317025	FEATHER RIVER CO.
Registration Number:	2878092	FLYERS
Registration Number:	2273013	FLYING ACES
Registration Number:	2383847	FLY WATER
Registration Number:	2448358	
Registration Number:	2217895	FRESH PAINT
Registration Number:	1961077	GOLF CLUB INTERNATIONAL

Registration Number:	1990201	GREAT BASIN
Registration Number:	2480639	GREY WOLF
Registration Number:	2430347	HORSE CREEK
Registration Number:	1993812	I'M WASHABLE WOOL
Registration Number:	2285995	INTERNET SPORTSWEAR
Registration Number:	2039170	JIMMY BOY
Registration Number:	2040777	JOHNNY BOY
Registration Number:	2437530	JOHNNY BOY
Registration Number:	1955267	LITTLE BIG HORN
Registration Number:	736097	MACDEE
Registration Number:	1722055	MANATEE
Registration Number:	1710130	
Registration Number:	1720398	MANATEE MAGIC
Registration Number:	2423325	MICHELANGELO BUONARROTI
Registration Number:	2934039	MICRO-FLEX
Registration Number:	2861514	MOTION MOVES WITH YOU
Registration Number:	2000253	NATURAL LIVING
Registration Number:	1895623	NATURAL PERFORMER
Registration Number:	2383598	NEW PUBLIC WORKS
Registration Number:	2039863	THE ORIGINAL KHAKI CO.
Registration Number:	2879895	OK ORIGINAL KHAKI CO.
Registration Number:	1202093	OLEVIA ST.
Registration Number:	2605633	OWN YOUR ELEMENT
Registration Number:	2276544	PADDLE & OARS CO.
Serial Number:	78295835	PERSONAL COMFORT
Registration Number:	2289271	PLATINUM MEMBER
Registration Number:	2791551	P PLATINUM MEMBER
Registration Number:	2279772	PLATINUM SIGNATURE
Registration Number:	1521025	PORT WEST
Registration Number:	1569890	PROCESS 2000
Registration Number:	2211624	PUEBLO
Registration Number:	1186894	ROYAL PALM
Registration Number:	2137530	ROYALPALM
Registration Number:	699031	ROYAL PALM
Registration Number:	801368	SADDLE BACKS

Registration Number:	1951747	SALT RIVER
Registration Number:	2111463	SAVANE
Registration Number:	1380524	SAVANE
Registration Number:	2494862	SAVANE
Registration Number:	2302399	SAVANE ELEMENTS
Registration Number:	1380529	SAVANE GENUINE OUTFITTERS
Registration Number:	2278419	WORLD OF SAVANE
Registration Number:	2267682	SAWDUST COMPANY
Registration Number:	1955268	SAWTOOTH MOUNTAINS
Registration Number:	1906918	SILK BLUES
Registration Number:	2211745	SLO-MO SPORTSWEAR
Registration Number:	2494861	SOFT AS SAVANE
Registration Number:	2283456	SOFT WASH
Registration Number:	2285688	SOFT WASH NO WRINKLES
Registration Number:	2001847	SPIRIT OF THE WOLVES
Registration Number:	2900931	STAIN PROTECTOR
Registration Number:	2309754	STEELWORKS
Registration Number:	209103	STONE MOUNTAIN SHIRTS AND OVERALLS
Registration Number:	2325498	STRETCH WAISTBAND
Registration Number:	440916	STYLE CHIEF
Registration Number:	2244787	
Registration Number:	799666	SUPER PLY
Registration Number:	2132246	TAHOE RIVER OUTFITTERS
Registration Number:	2497111	TECHWORKS
Registration Number:	2011240	THE AUTHENTIC KHAKI COMPANY
Registration Number:	2000252	THE COAL MINE COMPANY
Registration Number:	2117132	THE LEADER IN PRIVATE BRAND
Registration Number:	2889725	THE LEADER OF BRAND AND PRIVATE BRAND
Registration Number:	1928428	THE THINGS WE VALUE
Registration Number:	1990305	THREE GRACES
Registration Number:	2276403	TILFORD & STUART
Registration Number:	2296272	TIMBERON RIVER COMPANY
Registration Number:	686359	TRAIL BLAZERS
Registration Number:	1646084	TROPICAL
Registration Number:	1960833	TROPICAL SPORTSWEAR

Registration Number:	2016017	TROPICAL SPORTSWEAR INTERNATIONAL
Registration Number:	2246089	TROPIWASH
Registration Number:	1911480	TSI
Registration Number:	2592443	TSI
Registration Number:	1914210	TWO PEPPER
Registration Number:	1898403	U.S. TRADING COMPANY
Registration Number:	2890263	UNIVERSAL FIT
Registration Number:	2900828	UNPLUGGED
Registration Number:	2227233	U.S. TRADING COMPANY
Registration Number:	2841234	VINTAGE HARDWARE GENTLY WEATHERED FOR STYLE
Registration Number:	2027668	VINTAGE WASH
Registration Number:	1725844	WASHOUT
Registration Number:	1883020	WET PROCESS
Registration Number:	1879828	WFF WM.F. FARAH
Registration Number:	2466231	WHITE DOVE
Registration Number:	2362691	WHITE ICE COMPANY
Registration Number:	1683029	WILDLIFE REFUGE
Registration Number:	1773697	WOODEN NICKEL
Registration Number:	1738437	WOODMERE
Registration Number:	1718286	ZIABO

CORRESPONDENCE DATA

Fax Number: (305)406-0513

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (305) 418-1437

Email: geri.mankoff@pery.com

Correspondent Name: Geri Lynn Mankoff

Address Line 1: 3000 NW 107th Avenue

Address Line 4: Miami, FLORIDA 33172

NAME OF SUBMITTER:	Geri Lynn Mankoff
Signature:	/Geri Lynn Mankoff/
Date:	04/14/2005

Total Attachments: 11

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DOMESTIC INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This DOMESTIC INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 26th day of February, 2005, is made and entered into by and among Tropical Sportswear Int'l Corporation, a Florida corporation having a place of business at 4902 West Waters Avenue, Tampa, Florida 33634-1302 ("TSIC"), TSI Brands, Inc., a Delaware corporation having a place of business at 4902 West Waters Avenue, Tampa, Florida 33634-1302 and an indirect wholly owned subsidiary of TSIC ("TSI Brands" and, together with TSIC, the "Assignors"), and PEI Licensing, Inc., a Delaware corporation having a place of business at 3000 N.W. 107th Avenue, Miami, Florida 33172 ("Assignee") and a wholly owned subsidiary of Perry Ellis International, Inc., a Florida corporation having a place of business at 3000 N.W. 107th Avenue, Miami, Florida 33172 ("Perry Ellis"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, TSI Brands is the owner of each of (i) the patents and patent applications on Schedule A hereto; and (ii) the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) on Schedule B hereto and other Transferred Intellectual Property on Schedule A and Schedule B hereto ((i) and (ii), collectively, the "Purchased Intellectual Property");

WHEREAS, TSIC is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) on Schedule C hereto and the domain name registrations therefor (the "Domain Names"); and

WHEREAS, the Assignors, Savane International Corp., a Texas corporation and a wholly owned subsidiary of TSIC, Apparel Network Corp., a Florida corporation and a wholly owned subsidiary of TSIC, TSIL, Inc., a Delaware corporation and an indirect wholly owned subsidiary of TSIC, Farah Offshore Sourcing Company, a Cayman Islands corporation and an indirect wholly owned subsidiary of TSIC (collectively, the "Sellers"), Farah Manufacturing (U.K.) Limited, a United Kingdom private limited company, and Perry Ellis entered into that certain Asset Purchase Agreement dated as of December 16, 2004 (the "Purchase Agreement"), pursuant to which Perry Ellis agreed to purchase the Purchased Assets from the Sellers, including all of Sellers' right, title and interest in and to the Transferred Intellectual Property (as set forth in Section 2.01(a)(vii) of the Purchase Agreement) which includes the Purchased Intellectual Property and the Domain Names.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective as of 12:01 a.m., New York City time, on February 26, 2005 (the "Closing"): (a) (i) TSI Brands hereby assigns to Assignee all of its right, title and interest in and to the Purchased Intellectual Property set forth on Schedule A and Schedule B hereto, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement or misappropriations thereof, and (ii) TSIC hereby assigns to Assignee all of its right, title and interest in and to the Domain Names set forth

on Schedule C hereto, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement or misappropriations thereof (the rights, title and interest referred to in clauses (a)(i) and (a)(ii) hereof being collectively referred to as the "Transferred Rights"); (b) Assignors hereby assign to Assignee 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 Closing, including the right to receive all proceeds and damages therefrom; (c) Assignors hereby assign to Assignee any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights; and (d) Assignors hereby assign to Assignee any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, and 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 as entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made. TSI Brands hereby covenants that it is the sole owner of the Transferred Rights associated with the Purchased Intellectual Property set forth on Schedule A and Schedule B hereto, and TSIC hereby covenants that it is the sole owner of the Transferred Rights associated with the Domain Names set forth on Schedule C hereto, in each case free and clear of any and all liens, security interests, claims or other encumbrances of any kind, and each of the Assignors covenants 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.

2. Registrant Name Change Agreement. Within five (5) days following Closing, TSIC shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority") to transfer such Domain Name to Assignee on an expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

3. Further Assurances. Each Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law rules of such state.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

[Signature Page Follows]

TRADEMARK
REEL: 003066 FRAME: 0821

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNORS:

Tropical Sportswear Int'l Corporation

By: _____
Name: Michael Kagan
Title: Chief Executive Officer

TSI Brands, Inc.

By: _____
Name: Michael Kagan
Title: President

ASSIGNEE:

PEI Licensing, Inc.

By: _____
Name: Rosemary B. Trudeau
Title: Treasurer

TRADEMARK
REEL: 003066 FRAME: 0822

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNORS:

Tropical Sportswear Int'l Corporation

By: _____
Name: Michael Kagan
Title: Chief Executive Officer

TSI Brands, Inc.

By: _____
Name: Michael Kagan
Title: President

ASSIGNEE:

PEI Licensing, Inc.

By: _____
Name: Rosemary B. Trudeau
Title: Treasurer

TRADEMARK
REEL: 003066 FRAME: 0823

State of: Florida)
)
County of: Hillsborough)

On this 21st day of February 2005, before me appeared Michael Kagan, the person who signed this instrument on behalf of Tropical Sportswear Int'l Corporation , who acknowledged that he signed it on behalf of the identified corporation as, Chief Executive Officer pursuant to authority duly received.

Notary Public

Jane C. Marlow
My Commission DD236119
Expires October 10, 2007

State of: Florida)
)
County of: Hillsborough)

On this 21st day February 2005, before me appeared Michael Kagan, the person who signed this instrument on behalf of TSI Brands, Inc., who acknowledged that he signed it on behalf of the identified corporation as President pursuant to authority duly received.

Notary Public

Jane C. Marlow
My Commission DD236119
Expires October 10, 2007

State of: _____)
)
County of: _____)

On this ____ day of February 2005, before me appeared _____, the person who signed this instrument on behalf of _____, who acknowledged that he signed it on behalf of the identified corporation as, _____ pursuant to authority duly received.

_____
Notary Public

TRADEMARK
REEL: 003066 FRAME: 0824

State of: Florida)
)
County of: Hillsborough)

On this ____ day of February 2005, before me appeared Michael Kagan, the person who signed this instrument on behalf of Tropical Sportswear Int'l Corporation , who acknowledged that he signed it on behalf of the identified corporation as, Chief Executive Officer pursuant to authority duly received.

_____
Notary Public

State of: Florida)
)
County of: Hillsborough)

On this ___ day February 2005, before me appeared Michael Kagan, the person who signed this instrument on behalf of TSI Brands, Inc., who acknowledged that he signed it on behalf of the identified corporation as President pursuant to authority duly received.

_____
Notary Public

State of: Florida)
)
County of: Miami Dade)

On this 21 day of February 2005, before me appeared Rosemary Trujeda, the person who signed this instrument on behalf of PEL Licensing, Inc., who acknowledged that he signed it on behalf of the identified corporation as, President pursuant to authority duly received.

_____
Notary Public

AUGUSTO E PERERA
MY COMMISSION #DD164174
EXPIRES: NOV 12, 2006
Bonded through Advantage Notary

TRADEMARK
REEL: 003066 FRAME: 0825

SCHEDULE B

Name	Serial # or Registration #	Country Filed
"Stallion" design	1,233,672 SN 73/350,088	USA
"Pocket Design only" (Long Horn & Loop Design)	1,556,896	USA
Active 1	1,117,335	USA
AK American Khaki	REG# 2,802,613 SN 75/615,925	USA
American Weekend	2,798,805 REG SN 76/401,346	USA
Andrea York	REG# 2,883,021 SN# 78/172441	USA
At Your Best	78/304306	USA
Authentic Chino Casuals	2764305 Reg - Principle 2026209 Reg. New S/N 78/161575	USA
Authentic Khaki Co	SN 76/459507 2,758,636 REG	USA
Authentic Khaki Outdoor	2,376,780 SN 75/599,991	USA
Authentic Khaki Stretch	2,485,519 75/390,569	USA
B2B	2,635,897 Reg SN 75/736145	USA
Banana Joe	75/289,595	USA
Banana Joe & SloMo	75/252,103	USA
Bay to Bay	1,648,201	USA
Bay to Bay	76/139,589 SN 2,503,905	USA
Bay to Bay	75/264,823 SN 2,363,498	USA
Bay to Bay Crew	1,923,786	USA
Bay to Bay Golf	75/744,234 2,590,240	USA
Baysport	1,720,393	USA
Beach Cords	78/371369	USA
Because It's Your Time	78/371329	USA
Big Horn	1,959,169	USA
Billy Boy	2,043,883	USA
Blue Mist	75/644,822 2,523,091	USA
Boston Bay	1,758,436	USA
~~Brand X~~	~~734,210~~ ~~SN 72/108,979~~	~~USA~~
Break Rank. In Style.	78/371357	USA
C2C	SN 78/345,399	USA

TRADEMARK
REEL: 003066 FRAME: 0826

Name	Serial # or Registration #	Country Filed
Cactus Jack	2,384,676 SN 75/545,794	USA
Carwood	429,337 SN 71/500,856	USA
Charles Chastain	1,205,556	USA
Concept to Consumer	SN 78/345,418	USA
Cool Hand	2,316,990 SN 75/303,50	USA
Cool Play	SN 76/447289 REG 2,781,510	USA
Cottonwood Traders	1,715,925	USA
Deep Dye	SN 78243978	USA
Design of a Seed Packet Attached to back pocket	1,959,592	USA
Dress Blues	78/304280	USA
E-Core	2,472,104 75/656,745	USA
Executive Cargo	2,789,630 REG SN 76/426,281	USA
Extreme Risk	2,063,928	USA
Extreme Risk	2,324,759 SN 75/285,347	USA
F (Script "F" on Gold Tab)	890,940	USA
F (tab located in the seam by the pocket)	886,375	USA
Farah	558,581	USA
Farah	1,330,960	USA
Farah	1,009,976	USA
Farah Clothing Co.	1,416,008	USA
Farah F in a Circle	2,485,875 SN 75/737,904	USA
Farah the Preference Slack	924,305	USA
Feather River Company	2,317,025 SN75/328,621	USA
Flyers	Reg# 2878092 SN 75/561,200	USA
Flying Aces	2,273,013 SN75/390,404	USA
Flywater	2,383,847 SN75/487,862	USA
For Your Next Impossible Mission	SN 78/410,327	USA
For Your Next Possible Mission	SN 78/410,319	USA
Form Flex	78/281,667	USA
Four Leaf Design (Savane Women's)	2,448,358 SN 75/737,909	USA
Freedom Flex	78/241,443	USA
Fresh Paint	2,217,895 App. 75/306,237	USA

Name	Serial # or Registration #	Country Filed
Golf Club International	1,961,077	USA
Great Basin	1,990,201	USA
Grey Wolf	2,480,639 75/751134	USA
Horse Creek	2,430,347 SN75/620,583	USA
I'm Washable Wool	1,993,812	USA
Internet Sportswear	2,285,995 SN75/263,192	USA
Jimmy Boy	2,039,170	USA
Johnny Boy	2,040,777	USA
Johnny Boy	2,437,530 75/655,047	USA
Little Big Horn	1,955,267	USA
Mac Dee	736,097 SN 72/129302	USA
Manatee	1,722,055	USA
Manatee	1,710,130	USA
Manatee Magic	1,720,398	USA
Michelangelo Buonarroti & Design	2423325 SN75/905,624	USA
Micro-Flex	78/208,370	USA
Motion Moves With You	REG# 2861514 SN #78/192741	USA
Natural Living	2,000,253	USA
Natural Performer	1,895,623	USA
New Public Works	2,383,598 SN75/334,850	USA
OK design & The Original Khaki Company	2,039,863	USA
OK design & Original Khaki Company	Reg# 2879895 AP 76/264,324	USA
Olevia St. & design	1,202,093 SN 73/257,525	USA
Own Your Element	76139588 2,605,633	USA
Paddle and Oars Co.	2,276,544 SN75/354,012	USA
Personal Comfort	78/295,835	USA
Personal Flex	78/293,591	USA
Platinum Member	2,289,271 SN 75/273,440	USA
Platinum Member logo	2,791,551 REG SN 75/414,075	USA
Platinum Signature	2,279,772 SN75/273,442	USA
Plugged-In	78/371337	USA
Port West	1,521,025	USA
Process 2000	1,569,890	USA
Pueblo	2,211,624 SN 75/210,750	USA
Red Stitch	78/236218	USA

Name	Serial # or Registration #	Country Filed
Royal Palm	1,186,894	USA
Royal Palm	2,137,530	USA
Royal Palm	699,031	USA
Saddle Backs	801,368 SN 72/211,344	USA
Salt River	1,951,747	USA
Savane	2,111,463 SN75/976,537	USA
Savane	1,380,524	USA
Savane & 4 Leaf	2,494,862 75/738460	USA
Savane Elements	2,302,399 Reg. Sn 75/161696	USA
Savane Genuine Outfitters	1,380,529	USA
Savane World of Savane	2,278,419 SN75/372,726	USA
Sawdust Company	2,267,682 Reg. 75/354,009	USA
Sawtooth Mountains	1,955,268	USA
Silk Blues	78/415736	USA
Silk Blues	1,906,918	USA
Slo•Mo Sportswear	2,211,745 75/263,193	USA
Soft as Savane	2,494,861 75/737912	USA
Soft Wash	2,283,456 SN74/608,246	USA
Soft Wash No Wrinkles	2,285,688 SN 74/608,245	USA
Spirit of the Wolves	2,001,847	USA
Stain Protector	REG # 2,900,931 SN 78/187,566	USA
Steelworks	2,309,754 SN 75/390,568	USA
Stone Mountain	209,103 SN 71/218,4741	USA
Stretch Waistband	2,325,498 SN 75/523,128	USA
Style Chief	440,916 SN 71/500,861	USA
Stylized Globe Design	2,244,787 SN 74/608,248	USA
Super Ply	799,666 Supplemental	USA
Tahoe River Outfitters	2,132,246	USA
Techworks	2,497,111 75/908374	USA
The Authentic Khaki Company	2,011,240	USA
The Coal Mine Company	2,000,252	USA
The Leader in Private Brands	2,117,132	USA
The Leader of Brand and Private Brand	REG# 2889725 SN# 76/415270	USA

Name	Serial # or Registration #	Country Filed
The Pant for the Impossible Mission	SN 78/410,307	USA
The Things We Value	1,928,428	USA
Three Graces	1,990,305	USA
Tilford & Stuart	2,276,403 SN75/276,350	USA
Timberon River Company	2,296,272 SN 74/732,274	USA
Total Khaki	76/445740	USA
Trail Blazers	686,359	USA
Travel Intelligence	SN 78/410,248	USA
Travel Intelligent	SN 78/410,293	USA
Travel Smart	SN 78/405,057	USA
Tropical	1,646,084	USA
Tropical Sportswear	1,960,833	USA
Tropical Sportswear International	2,016,017	USA
Tropiwash	2,246,089 SN 75/465,356	USA
TSI	1,911,480	USA
TSI & Palm Tree	2,592,443 Reg 75/942,285	USA
Two Pepper	1,914,210	USA
U.S. Trading Company	1,898,403	USA
Universal Fit	REG# 2890263 SN# 78/202,674	USA
Unplugged	78/263,489	USA
Unplugged On Your Own Time	78/263,513	USA
US Trading Company	2,227,233 SN 75/285,346	USA
Vintage Hardware Gently Weathered for Style	REG# 2841234 SN# 76/450693	USA
Vintage Wash	2,027,668 SN 74/631,574	USA
Washout	1,725,844	USA
Wet Process	1,883,020	USA
Wff Wm. F Farah	1,879,828	USA
White Dove	Reg. # 2466231	USA
White Ice Company	SN 75/354,010 2,362,691	USA
Wildlife Refuge	1,683,029	USA
Wooden Nickel	1,773,697	USA
Woodmere	1,738,437	USA
Ziabo	1,718,286	USA

TRADEMARK

RECORDED: 04/14/2005 REEL: 003066 FRAME: 0830