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.		02/21/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75289595	BANANA JOE

CORRESPONDENCE DATA

Fax Number: (803)255-9831

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

Phone: (864)250-2260

Email: neil.jones@nelsonmullins.com

Correspondent Name: Neil C. Jones c/o Nelson Mullins

Address Line 1: 1320 Main Street, Suite 1700

Address Line 4: Columbia, SOUTH CAROLINA 29201

ATTORNEY DOCKET NUMBER:	16078/09058
NAME OF SUBMITTER:	Neil C. Jones
Signature:	/Neil C. Jones/
Date:	05/22/2006

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Total Attachments: 13
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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 <u>Schedule C</u> hereto and the domain name registrations therefor (the "<u>Domain Names</u>"); 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

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on <u>Schedule C</u> 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 "<u>Transferred Rights</u>"); (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. <u>Further Assurances</u>. 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. <u>Counterparts</u>. 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]

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

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

ASSIGNORS:
Tropical Sportswear Int'l Corporation
Ву:
Name: Michael Kagan
Title: Chief Executive Officer
TSI Brands, Inc.
Ву:
Name: Michael Kagan
Title: President
ASSIGNEE:
PEI Licensing, Inc.

By: francisco By: Trudeau
Title: Treasurer

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
Jane C. Marlow My Commission DD236119 Expires October 10, 2007
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:)
County of:)
On this day of February 2005, before mc 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

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TRADEMARK

State of:	Florida)
County of:	Hillsborough)
acknowledg	On this day of February 2005, before me appeared Michael Kagan, the signed this instrument on behalf of Tropical Sportswear Int'l Corporation, who ged that he signed it on behalf of the identified corporation as, Chief Executive mant to authority duly received.
	Notary Public
State of:	<u>Florida</u>)
County of:	Hillsborough)
who signed behalf of the	On this day February 2005, before me appeared Michael Kagan, the person this instrument on behalf of TSI Brands, Inc., who acknowledged that he signed it on identified corporation as President pursuant to authority duly received.
	Notary Public
State of:	Florida)
County of:	Plovida) Nami Dade)
	On this day of February 2005, before me appeared Riserrae Thomasho signed this instrument on behalf of PELLURE IN STOCK who
acknowledge	ed that he signed it on behalf of the identified corporation as, who tuthority duly received.
	Notary Public AUGUSTO E PERERA MY COMMISSION #DD184174 EXPIRES: NOV 12, 2006 Bonded through Admistrative Market

SCHEDULE A

Patent #	Date Issued	Name
5,013,378	5/7/1991	Pleated Trouser crease- forming method & machine improvements therefor
D 361,454	8/22/1995	Display Stand
D 364,762	12/5/1995	File Display

SCHEDULE B

Name	Serial # or Registration #	Country Filed
"Stallion" design	1,233,672	USA
	\$N 73/350,088	
"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 Rcg - 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 \$N 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 Hom	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
csc	SN 78/345,399	USA

Name	Serial # or Registration #	Country Filed
Cactus Jack		USA
	2,384,676	
	SN 75/545,794	
Carwood	429,337	USA
Charles Chastain	SN 71/500,856 1,205,556	USA
Concept to Consumer	SN 78/345,418	USA
Cool Hand		
Cool Hand	2,316,990 SN 75/303,50	USA
Cool Play	SN 76/447289	USA
	REG 2,781,510	
Cottonwood Traders	1,715,925	USA
Deep Dye	SN 78243978	USA
Design of a Seed Packet	1,959,592	U\$A
Attached to		
back pocket	70004600	770.4
Dress Blues	78/304280	USA
E-Core	2,472,104 75/656,745	USA
Executive Cargo	2,789,630 REG	USA
	\$N 76/426,281	UGA
Extreme Risk	2,063,928	USA
Extreme Risk	2,324,759	U\$A
	SN 75/285,347	
F (Script "F" on Gold Tab)	890,940	USA
F (tab located in the seam by the pocket)	886,375	USA
Parah	558,581	USA
Fanah	1,330,960	USA
Parah	1,009,976	USA
Farah Clothing Co.	1,416,008	USA
Parah P in a Circle	2,485,875	UŠA
	SN 75/737,904	
Farah the Preference Slack	924,305	USA
Feather River Company	2,317,025 SN75/328,621	USA
गुvers	Reg# 2878092	USA
.,****	SN 75/561,200	OBA
Tying Aces	2,273,013	USA
	SN75/390,404	
Tywater	2,383,847	USA
	SN75/487,862	
or Your Next Impossible Mission	SN 78/410,327	USA
For Your Next Possible Mission	SN 78/410,319	USA
orm Flex	78/281,667	USA
our Leaf Design (Savane Women's)	2,448,358	USA
	SN 75/737,909	
reedom Flex	78/241,443	USA
resh 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	U\$A		
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 \$N #78/192741	USA		
Natural Living	2,000,253	USA		
Natural Performer	1,895,623	U\$A		
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		
Dlevia 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		
Tatinum Member logo	2,791,551 REG SN 75/414,075	USA		
latinum Signature	2,279,772 SN75/273,442	USA		
lugged-In	78/371337	USA		
ort West	1,521,025	USA		
rocess 2000	1,569,890	USA		
ueblo	2,211,624 SN 75/210,750	USA		
led 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	U\$A		
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		
Steel works	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	U\$A		
`echworks	2,497,111 75/908374	USA		
The Authentic Khaki Company	2,011,240	USA		
he Coal Mine Company	2,000,252	USA		
he 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	U\$A		
Tilford & Stuart	2,276,403 \$N75/276,350	ÚSA		
Timberon River Company	2,296,272 SN 74/732,274	ÜSĀ		
Total Khaki	76/445740	USA		
Trail Blazers	686,359	ŲŠA		
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	U\$A		
TSI	1,911,480	USA		
TSI & Palm Tree	2,592,443 Rcg 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 \$N# 76/450693	USA		
Vintage Wash	2,027,668 SN 74/631,574	USA		
Washout	1,725,844	USA		
Wet Process	1,883,020	USA		
Wif 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		

Name Server 2	DNSAUTH2.SYS.QTEL.NET	NS86.WORLDN#C.COM	NS93:WORLDWIC.COM	NB92:WORLDNIC.COM	DBRU.BR.NS.ELS-GMS.ATT.NET	NS42.WORLDNIC.COM	NS90,WOFILDNIC.COM	NSBI,WOFILDNIC.OOM	NSMS, WORLDNIC.COM	NSBR,WOPLDNIC.COM	DNSAUTH2, SYS, GTELNET	DNSAUTH2.SYS.QTEJAET	DNSAUTHZ, SYS, GTELNET	DNSALTHZ. 9YS. QTELNET
Name Server 1	DNSALTHI.SYS.GTELNET	NSB6.WORLDNIC.COM	NSR3,WOFLDNIC,COM	NB91,WORLDNIC,COM	CBRU.6R.MS.ELS-GMS.ATT.NET	NS81.WORLDNIC.COM	NS69.WORLDNIC.OOM	NS87.WORLDNBC.COM	NS96.WORLDN9C.COM	NS97,WORLDNIC.COM	DNSAUTH1.8Y8.GTELNET	DNSAUTHI.8YS,GTELNET	DN8AUTH1.BYS.GTELMET	DNSAUTH1.SY>ELNET
WHOIS Technical Contact	Network Solutions, LLC	TROPICAL	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL BPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	DITERNATIONAL.	TROPICAL SPORT SWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	NTESBACTIONAL Junes Lynn
WHOIS Administrative Contact	Joe Guillerriz Jr.	TROPICAL SPOHTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPOHTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL THOPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL Joe Gerleniz Jr.	TROPICAL	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL Jos Gulleritz Jr.
Account Holder	TROPICAL SPORTSWEAR	THOPICAL THOPICAL BPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSMEAR	INTERNATIONAL TROPICAL SPORTSMEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPACAL SPOHTSWEAR	INTERNATIONAL TROPICAL SPOHTSWEAR	INTERMATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL SPORTSWEAR	INTERNATIONAL TROPICAL BPORTEWEAR INTERNATIONAL
Account	25051201	25051201	25051201	25051201	25061201	25061201	26061201	25061201	25061201	25061204	25061200	25051204	25061201	28051201
Auto Renew	Tum en	Tern on	Ten ce	Turn on	Tem on	Tun on	Tum on	Turn on	Turn on	Tumon	7 8	Turn co	Twm ce	Turn on
Expiration	31-Mar-05	17-Oct-08	17-Oct-06	17-Oct-05	17-0d-06	17-04-05	17-0a-05	17-04-06	17-00+05	17-00-05	11-Jan-08	28-Oct-05	12-Aug-05	6-Jun-05
DR	Domain	Domein	Domein	Domain	Damein	Domain	Dometh	Domain	Domain	Domein	Dominio	Domein	Domein	Domein
Service	tskarvline.b/z	aboutedackbeard.com	about/Ockread.com	Myduckhead.com	educkhead.com	educkheed.net	educientes com	educidnaedoeline.com	duckheadonline, com	dualtheadoentral.com	MAYADA COM	slouine.com	duckheadapperal.com	Tropicals porterwear.com

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