

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
L.C. Licensing, Inc.		02/04/2008	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: 21

Property Type	Number	Word Mark
Registration Number:	2886837	LAUNDRY BY SHELLI SEGAL
Registration Number:	2826250	LAUNDRY BY SHELLI SEGAL
Registration Number:	3011284	LAUNDRY BY SHELLI SEGAL
Registration Number:	3122190	LAUNDRY BY SHELLI SEGAL
Registration Number:	3083904	LAUNDRY BY SHELLI SEGAL
Registration Number:	2411638	LAUNDRY BY SHELLI SEGAL
Serial Number:	74452843	LAUNDRY
Serial Number:	77079168	LAUNDRY BY DESIGN
Serial Number:	77079144	LAUNDRY BY DESIGN
Serial Number:	77122423	LAUNDRY BY DESIGN
Serial Number:	77122228	LAUNDRY BY DESIGN
Serial Number:	77122243	LAUNDRY BY DESIGN
Serial Number:	77122336	LAUNDRY BY DESIGN

CH \$540.00 2886837

Serial Number:	77135220	LAUNDRY BY DESIGN
Serial Number:	77183260	LAUNDRY BY DESIGN
Serial Number:	78407304	LAUNDRY BY SHELLI SEGAL
Serial Number:	78534213	LAUNDRY BY SHELLI SEGAL
Serial Number:	78560526	LAUNDRY LIST
Serial Number:	77184669	LBD
Serial Number:	77194571	LBD LAUNDRY BY DESIGN
Serial Number:	77184592	LBD

CORRESPONDENCE DATA

Fax Number: (917)546-5432

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

Phone: 2125365432

Email: geri.mankoff@pery.com

Correspondent Name: Geri Lynn Mankoff-Elias

Address Line 1: 3000 N.W. 107th Avenue

Address Line 2: Legal Dept

Address Line 4: Miami, FLORIDA 33172

NAME OF SUBMITTER:	Geri Lynn Mankoff-Elias
Signature:	/Geri Lynn Mankoff-Elias/
Date:	03/05/2008

Total Attachments: 5

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UNITED STATES AND CANADA

INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 4th day of February, 2008, is made and entered into by and between Liz Claiborne, Inc., a Delaware corporation, having a place of business at 1441 Broadway, New York, New York 10018 ("LCI") and L.C. Licensing, Inc., a Delaware corporation, having a place of business at 1441 Broadway, New York, NY on the one hand (collectively "Assignor"), and PEI Licensing, Inc., a Delaware corporation having a place of business at 3000 N.W. 107th Avenue, Miami, Florida 33172 ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement, dated as of January 7, 2008, between Perry Ellis International, Inc. and LCI (the "Purchase Agreement").

WHEREAS, Assignor is the owner of each of (i) the patents and patent applications set forth on Schedule A hereto (the "Patents"); (ii) the copyrights, copyright registrations and copyright applications set forth on Schedule B hereto (the "Copyrights"); and (iii) the trademarks (including those which may be entitled to be registered in additional territories), trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule C hereto, (the "Trademarks"), and any and all copyright subsisting in the subject matter of the Trademarks, including any design or word components (i)-(iii), collectively, the "Purchased Intellectual Property");

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

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

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:

- I. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee:
 - A. all of Assignor's right, title and interest in, and good will associated with, the Purchased Intellectual Property and the Domain Names, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights"); and
 - B. 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. 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. any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, 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 Assignor had this Assignment not been made.

II. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably 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.

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

IV. Counterparts. This Assignment may be executed in one (1) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

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

ASSIGNOR:

LIZ CLAIBORNE, INC.

By: _____
Name: Roberta S. Karp
Title: Vice President, Business Development,
Legal/Corporate Affairs

ASSIGNOR:

L.C. LICENSING, INC.

By: _____
Name: Roberta S. Karp
Title: Vice President, Business Development,
Legal/Corporate Affairs

ASSIGNEE:

PEI LICENSING, INC.

By: _____
Name: Geri Lynn Mankoff-Elias
Title: Vice President and General Counsel –
IP/Licensing

[Signature Page to Laundry US/Canada Trademark Assignment]

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

ASSIGNOR:

LIZ CLAIBORNE, INC.

By: 

Name: Roberta S. Karp

Title: Vice President, Business Development,
Legal/Corporate Affairs

ASSIGNOR:

L.C. LICENSING, INC.

By: 

Name: Roberta S. Karp

Title: Vice President, Business Development,
Legal/Corporate Affairs

ASSIGNEE:

PEI LICENSING, INC.

By: _____

Name: Geri Lynn Mankoff-Elias

Title: Vice President and General Counsel –
IP/Licensing

[Signature Page to Laundry US/Canada Trademark Assignment]

TRADEMARK
REEL: 003732 FRAME: 0124

SCHEDULE C – TRADEMARKS

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>
LAUNDRY BY SHELLI SEGAL	Canada	1,081,029	TMA 574288
LAUNDRY	United States	74/452,843	
LAUNDRY Butterfly Logo	United States		VAu719- 596
LAUNDRY BY DESIGN	United States	77/079,168	
LAUNDRY BY DESIGN	United States	77/079144	
LAUNDRY BY DESIGN	United States	77/122423	
LAUNDRY BY DESIGN	United States	77/122228	
LAUNDRY BY DESIGN	United States	77/122243	
LAUNDRY BY DESIGN	United States	77/122336	
LAUNDRY BY DESIGN	United States	77/135220	
LAUNDRY BY DESIGN	United States	77/183260	
LAUNDRY BY SHELLI SEGAL	United States	78/407,304	
LAUNDRY BY SHELLI SEGAL	United States	76/058,921	2,886,837
LAUNDRY BY SHELLI SEGAL	United States	76/976,283	2,826,250
LAUNDRY BY SHELLI SEGAL Stylized	United States	78/479,532	3,011,284
LAUNDRY BY SHELLI SEGAL Stylized	United States	78/534213	
LAUNDRY BY SHELLI SEGAL Stylized	United States	78977084	3122190
LAUNDRY BY SHELLI SEGAL	United States	78976806	3083904
LAUNDRY LIST	United States	78560526	
LBD	United States	77/184669	
LBD LAUNDRY BY DESIGN	United States	77/194571	
LBD LOGO	United States	77/184592	
LAUNDRY BY SHELLI SEGAL	United States	75/242,650	2,411,638