

11/08/2011



RE

7

103636128

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11/3/11

1. Name of conveying party(ies):

Bank Leumi USA

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Perry Ellis International, Inc.

Internal

Address: _____

Street Address: 3000 N.W. 107th Avenue

City: Miami

State: Florida

Country: USA

Zip: 33172

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship Florida
Citizenship _____
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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 21, 2006

- Assignment
- Security Agreement
- Other Release of Security (see attached)
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(see attached letter listing 26 registrations)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Douglas E. Starcher

Internal Address: Suite 1400

Street Address: Broad and Cassel

390 N. Orange Avenue

City: Orlando

State: Florida

Zip: 32801

Phone Number: 407-839-4200

Fax Number: 407-650-0943

Email Address: dstarcher@broadandcassel.com

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$665.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 504460

Authorized User Name Douglas E. Starcher

9. Signature:

Signature

11/2/11

Date

Douglas E. Starcher, P.A.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 25

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. 40.00 DA 625.00 DA 02 FC:8522

1317089

2. Name and address of receiving party(ies) CONTINUED:

PEI LICENSING, INC.
3000 N.W. 107th Avenue
Miami, Florida 33172

Delaware corporation

JANTZEN APPAREL, LLC
3000 N.W. 107th Avenue
Miami, Florida

Delaware limited liability company

PERRY ELLIS MENSWEAR, LLC
3000 N.W. 107th Avenue
Miami, Florida

Delaware limited liability company

JANTZEN, LLC
3000 N.W. 107th Avenue
Miami, Florida

Delaware limited liability company

SUPREME INTERNATIONAL, LLC
3000 N.W. 107th Avenue
Miami, Florida

Delaware limited liability company



BANK OF AMERICA CENTER
 390 NORTH ORANGE AVENUE
 SUITE 1400
 ORLANDO, FL 32801
 TELEPHONE: 407.839.4200
 FACSIMILE: 407.425.8377
 WWW.BROADANDCASSEL.COM

DOUGLAS E. STARCHER, P.A.
 DIRECT LINE: 407.839.4208
 DIRECT FACSIMILE: 407.650.0943
 EMAIL: DSTARCHER@BROADANDCASSEL.COM

November 2, 2011

VIA FEDERAL EXPRESS

Director of the US Patent and Trademark Office
 Assignment Recordation Services
 Building Randolph Square
 2800 S. Randolph St., Mail Room 3rd Floor
 Arlington, Virginia 22206

Re: Release of Security Agreement

Dear Sir of Madam:

Enclosed for filing is a Release of Security Interest relating to the security agreement recorded on **Reel/Frame: 3264/0588** for the following registration numbers:

<u>TRADEMARK</u>		<u>REGISTRATION NO.</u>
Crossings	25	1,317,089
Perry Ellis	03	1,416,338
Perry Ellis	09	1,704,748
Perry Ellis	18	1,739,844
Perry Ellis	24	1,447,578
Perry Ellis	25	1,448,617
Perry Ellis	25	1,249,025
Perry Ellis	25	1,428,486
Grand Slam	18	2,151,550
Grand Slam	25	1,418,434
Grand Slam	25	873,862
Grand Slam	24	1,710,101
Grand Slam (stylized)	25	629,148
Munsingwear	25	510,271
Munsingwear	25	2,011,287
Natural Issue	25	2,222,989
Natural Issue & design	25	2,186,104
Natural Issue	25	1,690,250
Crossings	25	2,349,606
John Henry	25	996,837
John Henry	09	1,320,443
John Henry	18,25	2,797,612
Manhattan (stylized)	25	103,906
Manhattan (New Logo)	25	1,411,407
Manhattan (stylized)	25	429,687
Manhattan (stylized)	25	140,890

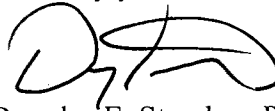
Director of the US Patent and Trademark Office

November 2, 2011

Page 2

Please feel free to contact me if you have any questions or need further information.

Sincerely yours,



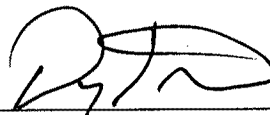
Douglas E. Starcher, P.A.

DES/dpr

cc: Nina Gordon, P.A.

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being sent by Federal Express to the United States Patent and Trademark Office on November 2, 2011.



Douglas E. Starcher, P.A.

Dated: November 2, 2011

RELEASE OF SECURITY INTEREST

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Bank Leumi USA ("Secured Party") hereby:

1. RELEASES the security interest held by it pursuant to the Security Agreement, dated June 15, 2005, between Perry Ellis International, Inc. ("Perry Ellis") and Secured Party; the Security Agreement, dated June 15, 2005, between Perry Ellis Menswear, LLC ("Perry Ellis Menswear") and Secured Party; the Security Agreement, dated June 15, 2005, between Jantzen, LLC ("Jantzen") and Secured Party; the Security Agreement, dated June 15, 2005, between Supreme International, LLC ("Supreme," and collectively with Perry Ellis, Perry Ellis Menswear and Jantzen, the "Debtors") and Secured Party; the Trademark Collateral Assignment and Security Agreement, dated as of June 15, 2005, between Perry Ellis and Secured Party; the Trademark Collateral Assignment and Security Agreement, dated as of June 15, 2005, between PEI Licensing, Inc. ("PEI") and Secured Party; and the Trademark Collateral Assignment and Security Agreement, dated as of June 15, 2005, between Jantzen Apparel, LLC ("Jantzen Apparel") and Secured Party in the following:

(a) All of Debtors' right, title and interest in and to:

(i) the balance of every deposit account held by Debtors with Secured Party or any of Secured Party's nominees or agents and all other obligations of Secured Party or any of its nominees or agents to the Debtors, whether now existing or hereafter arising, and all other personal property of the Debtors (including, without limitation, all money, accounts, general intangibles, goods, instruments, documents and chattel paper) which, or any evidence of which, are now or at any time in the future shall come into the possession or under the control of or be in transit to Secured Party or any of its nominees or agents for any purpose, whether or not accepted for the purpose for which it was delivered;

(ii) all real or personal property of the Debtors, including, without limitation, all accounts (including health-care insurance receivables), general intangibles (including payment intangibles), goods, inventory, equipment, cash, investment property, letters of credit, letters of credit rights including rights to draw under letters of credit, deposit accounts, instruments (including promissory notes), documents and chattel paper, and all books and records pertaining to the aforesaid property; and

(iii) all substitutions for, all additions to (including, without limitation, all dividends and other distributions on and all rights, privileges and options relating to or declared or granted in connection with) and all proceeds and products of all of the foregoing in any form whatsoever (including, without limitation, all proceeds of insurance thereon).

(b) All of Perry Ellis', PEI's and Jantzen's now existing or hereafter acquired right, title and interest in and to:

(i) all of their respective trademarks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and

Trademark Office (the "USPTO") or in any similar office or agency of the United States or any State thereof described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to their respective use of the trademarks listed thereon, and all reissues, extensions, continuations and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks");

(ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

(iii) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(iv) the right to sue for past, present and future infringements thereof;

(v) all rights corresponding thereto throughout the United States of America, its territories and possessions; and

(vi) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims against third parties for past or future infringement of the Trademarks.

2. FURTHER AGREES to promptly execute and deliver all further instruments and documents, and to take all further action, that may be necessary or desirable, or that Perry Ellis may reasonably request, in order to terminate Secured Party's security interest in and to the assets set forth in (a) and (b) above (collectively, the "Pledged Assets"). Without limiting the generality of the foregoing, Secured Party authorizes Perry Ellis to file (a) a termination to Financing Statement No. 200500773201 filed in the State of Florida in the form attached hereto as Exhibit B, (b) a termination to Financing Statements Nos. 5296029 3, 5296032 7, 5296028 5, and 5296050 9 in the State of Delaware in the forms attached hereto as Exhibits C-1, C-2, C-3, and C-4, (c) a release with the USPTO with respect to the Trademarks in the form attached hereto as Exhibit D, and (d) such other notices and instruments as may be necessary or desirable or as Perry Ellis may see fit in order to terminate Secured Party's security interest in and to the Pledged Assets.

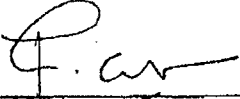
3. FURTHER AUTHORIZES AND DIRECTS Perry Ellis, at its sole expense, to file in each and every jurisdiction as Perry Ellis sees fit such notices of termination and other documents necessary to terminate Secured Party's security interest in the Pledged Assets.

This Release of Security Interest shall be governed by, and construed in accordance with, the laws of the State of Florida.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF the undersigned has caused this Release of Security Interest to be duly executed and delivered by its officer duly authorized as of the 21st day of March, 2006.

Bank Leumi USA

By: 
Name: F. A. Melo
Title: VP

**EXHIBIT A
TO
BANK LEUMI RELEASE**

PERRY ELLIS INTERNATIONAL, INC. TRADEMARKS

TRADEMARK	CLASS	REG. NO./APPLIC. NO.
PERRY ELLIS	25	76/390,200

PEI LICENSING, INC. TRADEMARKS

TRADEMARK	CLASS(ES)	REG. NO./APPLIC. NO.
Crossings	25	1,317,089
Perry Ellis	03	1,416,338
Perry Ellis	09	1,704,748
Perry Ellis	18	1,739,844
Perry Ellis	24	1,447,578
Perry Ellis	25	1,448,617
Perry Ellis	25	1,249,025
Perry Ellis	25	1,428,486
Grand Slam	18	2,151,550
Grand Slam	25	1,418,434
Grand Slam	25	873,862
Grand Slam	24	1,710,101
Grand Slam (stylized)	25	629,148
Munsingwear	25	510,271
Munsingwear	25	2,011,287
Natural Issue	25	2,222,989
Natural Issue & design	25	2,186,104
Natural Issue	25	1,690,250
Crossings	25	2,349,606
John Henry	25	996,837
John Henry	09	1,320,443
John Henry	18,25	2,797,612
Manhattan (stylized)	25	103,906
Manhattan (New Logo)	25	1,411,407
Manhattan (stylized)	25	429,687
Manhattan (stylized)	25	140,890

JANTZEN APPAREL CORP. TRADEMARKS

TRADEMARK	CLASS	REG. NO./APPLIC. NO.
JANTZEN	18	2,197,656
JANTZEN	25	2,063,889
JANTZEN	09	825,722
JANTZEN	25	842,511

LICENSES OF TRADEMARKS

Licensee	Trademark	Category
ABERDEEN SPORTSWEAR, INC.	Perry Ellis	Men's Outerwear
AMERICAN UTEX INTERNATIONAL LIMITED	Perry Ellis	Women's Coats and Outerwear
AMIBE-LYNN ACCESSORIES, INC.	Perry Ellis	Women's Belts and Cold Weather Accessories
J.A. BESNER & SONS LTD	Perry Ellis	Boy's and Girl's Sportswear, Boy's Tailored Clothing
COBRA INTERNATIONAL	Perry Ellis	Men's Slippers
DORFMAN-PACIFIC CO., INC.	Perry Ellis	Men's Hats
V. FRAAS USA, INC.	Perry Ellis	Men's Scarves
GENESCO	Perry Ellis	Men's Dress and Dress Casual Footwear
HARTMARX CORPORATION	Perry Ellis	Men's Tailored Suits, Trousers and Sport Jackets
ISACO INTERNATIONAL, INC.	Perry Ellis	Men's Loungewear, Boxers, Hosiery and Underwear
LANTIS EYEWEAR		Men's and Women's Sunglasses
OXFORD OPHTHALMIC CORP.	Perry Ellis	Men's and Women's Ophthalmic Eyewear
PARLUX FRAGRANCES, INC.	Perry Ellis	Men's and Women's Fragrances
SEIKO INSTRUMENTS U.S.A.	Perry Ellis	Men's and Women's Watches
SUPERBA, INC.	Perry Ellis	Men's Neckwear
WEST MILL CLOTHES, INC.	Perry Ellis	Men's Formalwear
WESTPORT CORP.	Perry Ellis	Men's Small Leather Goods
TROPI-TRACKS, LLC	Jantzen	Shoes
FALCON FOOTWEAR	John Henry	Shoes
FISHMAN & TOBIN	John Henry	Boys wear
RANDA CORPORATION	John Henry	Neckwear
ISACO INTERNATIONAL	John Henry	Boxers, Hosiery and Loungewear
PREMIUMWEAR	Munsingwear	Knit and Woven Shirts
KNOTHE	Munsingwear	Underwear
WINONA KNITTING MILLS (Hampshire)	Munsingwear	Sweaters
SOCKYARD, INC.	Munsingwear	Socks
	Grand Slam	
PREMIUM WEAR	Munsingwear	Knits and Woven Shirts

**EXHIBIT B
TO
BANK LEUMI RELEASE**

MA1CORP8EC0482772

B-1

**TRADEMARK
REEL: 004667 FRAME: 0074**

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT AMENDMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
Miriam Alfonso (305) 373-9421

B. SEND ACKNOWLEDGEMENT TO:
Name: Miriam Alfonso, Esq.
Address: Broad and Cassel
Address: One Biscayne Tower, 21st Floor
Address: 2 South Biscayne Boulevard
City/State/Zip: Miami, FL 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 200500773201 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. CURRENT RECORD INFORMATION - DEBTOR NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b)

2a. ORGANIZATION'S NAME PERRY ELLIS INTERNATIONAL, INC.

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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3. CURRENT RECORD INFORMATION - SECURED PARTY NAME - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME BANK LEUMI USA

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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4. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

5. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

6. **ASSIGNMENT (full or partial):** Give name of assignee in item 9a or 9b and address of assignee in item 9c; and also give name of assignor in item 11.

7. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 9.

CHANGE name and/or address: Give current record name in item 8a or 8b; Also give new name (if name change) in item 9a or 9b and/or new address (if address change) in item 9c. **DELETE** name: Give record name to be deleted in item 8a or 8b. **ADD** name: Complete item 9a or 9b and 9c; also complete items 9d-9g (if applicable).

8. CURRENT RECORD INFORMATION - INSERT ONLY ONE NAME (8a OR 8b) - Do Not Abbreviate or Combine Names

8a. ORGANIZATION'S NAME

8b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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9. CHANGED (NEW) OR ADDED INFORMATION: - INSERT ONLY ONE NAME (9a OR 9b) - Do Not Abbreviate or Combine Names

9a. ORGANIZATION'S NAME

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
9c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
9d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	9e. TYPE OF ORGANIZATION	9f. JURISDICTION OF ORGANIZATION	9g. ORGANIZATIONAL

10. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

11. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor, which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEE authorizing this Amendment.

11a. ORGANIZATION'S NAME

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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12. OPTIONAL FILER REFERENCE DATA 18923.0031

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT AMENDMENT FORM - ADDENDUM**

13. INITIAL FINANCING STATEMENT FILE # (same as item 1A on Amendment form)
200500773201

14. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 11 on Amendment form)

14a. ORGANIZATION'S NAME BANK LEUMI USA			
14b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

15. Use this space for additional information.

**EXHIBIT C-1
TO
BANK LEUMI RELEASE**

MA11CORP8ED344277.2

C-1-1

**TRADEMARK
REEL: 004667 FRAME: 0077**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Miriam Alfonso, Esq.
 Broad and Cassel
 One Biscayne Tower, 21st Floor
 2 South Biscayne Boulevard
 Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **5296029 3**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (all or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in item 6 regarding the naming of a party. **DELETE name:** Give record name to be deleted in item 6a or 6b. **ADD name:** Complete item 7a or 7b, and also item 7c; also complete item 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
PERRY ELLIS MENSWEAR, LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. **REFERENCES:** ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box. Describe collateral deleted or added, or give entire revised collateral description, or describe collateral assigned

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
BANK LEUMI USA

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
18923.0031

International Association of Commercial Administrators (IACA)

**EXHIBIT C-2
TO
BANK LEUMI RELEASE**

MIA1CORP8ECS45277.2

C-2-1

**TRADEMARK
REEL: 004667 FRAME: 0079**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Miriam Alfonso, Esq.
 Broad and Cassel
 One Biscayne Tower, 21st Floor
 2 South Biscayne Boulevard
 Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **5296032 7**

1b. THIS FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is extended for the additional period provided by applicable law.

4. **ASSIGNMENT (WHOLE OR PARTIAL):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 5 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record number to be deleted in item 8a or 8b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete item 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
SUPREME INTERNATIONAL, LLC

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. RECONSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire revised collateral description, or describe collateral: assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
BANK LEUMI USA

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

18923.0031

International Association of Commercial Administrators (IACA)

**EXHIBIT C-3
TO
BANK LEUMI RELEASE**

MIA11CORPSEC0348277.2

C-3-1

**TRADEMARK
REEL: 004667 FRAME: 0081**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Miriam Alfonso, Esq.
 Broad and Cassel
 One Biscayne Tower, 21st Floor
 2 South Biscayne Boulevard
 Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE # **5296028 5**

1a. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing the Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

6. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7:

CHANGE name and/or address: Please refer to the detailed instructions in **ITEMS INCLUDING THE NEW ADDRESS OF A PARTY** **DELETE name:** Give record name to be deleted in item 8a or 8b. **ADD name:** Complete item 7a or 7b, and also item 7c; also complete item 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION.

6a. ORGANIZATION'S NAME
PEI LICENSING, INC.

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. **SEE INSTRUCTIONS** ADDL. INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire related collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which holds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME
BANK LEUMI USA

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
18923.0031

**EXHIBIT C-4
TO
BANK LEUMI RELEASE**

MIA11CORPSEC346277.2

C-4-1

**TRADEMARK
REEL: 004667 FRAME: 0083**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Miriam Alfonso, Esq.
Broad and Cassel
One Biscayne Tower, 21st Floor
2 South Biscayne Boulevard
Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **5296050 9**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in item 6 regarding the new address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c (if appropriate).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
PEI LICENSING, INC.

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box. Describe collateral: deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
BANK LEUMI USA

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
18923.0031

International Association of Commercial Administrators (IACA)

EXHIBIT D
TO
BANK LEUMI RELEASE

RELEASE OF SECURITY INTEREST
IN TRADEMARKS AND TRADEMARK APPLICATIONS

KNOW ALL MEN BY THESE PRESENTS, that Bank Leumi usa
("Secured Party"), having an office at 800 Brickell ave, miami, FL
_____, DOES HEREBY CERTIFY that (a) Secured Party holds a lien on various trademarks
and trademark applications of Perry ELLIS ("Debtor"),
having a place of business at 3000 N.W. 107th Avenue, Miami, Florida 33172, pursuant to the
Trademark Collateral Assignment and Security Agreement, dated as of _____,
recorded in the United States Patent and Trademark Office on _____, at Reel _____
_____, Frame _____, and (b) the trademarks listed on Schedule A annexed hereto and
made a part hereof (the "Released Trademarks"), together with the goodwill of the business
symbolized by the Released Trademarks, are released and all interest in Released Trademarks
previously assigned to Secured Party under the Trademark Security Agreement is hereby
reassigned to Debtor, without representation or warranty of any kind, nature or description.

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Exhibit D to Bank Leumi Release - Continued

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in trademarks and trademark applications to be executed by its duly authorized corporate officer this 13, day of April, 2006,

Bank Leumi USA

By: [Signature]
Name: F.A. Melo
Title: VP

SCHEDULE A
TO
EXHIBIT D
TO
BANK OF LEUMI RELEASE

RELEASE OF SECURITY INTEREST IN
TRADEMARKS AND TRADEMARK APPLICATIONS

PERRY ELLIS INTERNATIONAL, INC. TRADEMARKS

TRADEMARK	CLASS	REG. NO./APPLIC. NO.
PERRY ELLIS	25	76/390,200

PEI LICENSING, INC. TRADEMARKS

TRADEMARK	CLASS(ES)	REG. NO./APPLIC. NO.
Crossings	25	1,317,089
Perry Ellis	03	1,416,338
Perry Ellis	09	1,704,748
Perry Ellis	18	1,739,844
Perry Ellis	24	1,447,578
Perry Ellis	25	1,448,617
Perry Ellis	25	1,249,025
Perry Ellis	25	1,428,486
Grand Slam	18	2,151,550
Grand Slam	25	1,418,434
Grand Slam	25	873,862
Grand Slam	24	1,710,101
Grand Slam (stylized)	25	629,148
Munsingwear	25	510,271
Munsingwear	25	2,011,287
Natural Issue	25	2,222,989
Natural Issue & design	25	2,186,104
Natural Issue	25	1,690,250
Crossings	25	2,349,606
John Henry	25	996,837
John Henry	09	1,320,443
John Henry	18,25	2,797,612
Manhattan (stylized)	25	103,906
Manhattan (New Logo)	25	1,411,407
Manhattan (stylized)	25	429,687
Manhattan (stylized)	25	140,890

JANTZEN APPAREL CORP. TRADEMARKS

TRADEMARK	CLASS	REG. NO./APPLIC. NO.
JANTZEN	18	2,197,656
JANTZEN	25	2,065,889
JANTZEN	09	825,722
JANTZEN	25	842,511

LICENSES OF TRADEMARKS

Licensee	Trademark	Category
ABERDEEN SPORTSWEAR, INC.	Perry Ellis	Men's Outerwear
AMERICAN UTEX INTERNATIONAL LIMITED	Perry Ellis	Women's Coats and Outerwear
AMIEE-LYNN ACCESSORIES, INC.	Perry Ellis	Women's Belts and Cold Weather Accessories
J.A. BESNER & SONS LTD	Perry Ellis	Boy's and Girl's Sportswear, Boy's Tailored Clothing
COBRA INTERNATIONAL	Perry Ellis	Men's Slippers
DORFMAN-PACIFIC CO., INC.	Perry Ellis	Men's Hats
V. FRAAS USA, INC.	Perry Ellis	Men's Scarves
GENESCO	Perry Ellis	Men's Dress and Dress Casual Footwear
HARTMARX CORPORATION	Perry Ellis	Men's Tailored Suits, Trousers and Sport Jackets
ISACO INTERNATIONAL, INC.	Perry Ellis	Men's Loungewear, Boxers, Hosiery and Underwear
LANTIS EYEWEAR		Men's and Women's Sunglasses
OXFORD OPHTHALMIC CORP.	Perry Ellis	Men's and Women's Ophthalmic Eyewear
PARLUX FRAGRANCES, INC.	Perry Ellis	Men's and Women's Fragrances
SEIKO INSTRUMENTS U.S.A.	Perry Ellis	Men's and Women's Watches
SUPERBA, INC.	Perry Ellis	Men's Neckwear
WEST MILL CLOTHES, INC.	Perry Ellis	Men's Formalwear
WESTPORT CORP.	Perry Ellis	Men's Small Leather Goods
TROPI-TRACKS, LLC	Jantzen	Shoes
FALCON FOOTWEAR	John Henry	Shoes
FISHMAN & TOBIN	John Henry	Boys wear
RANDA CORPORATION	John Henry	Neckwear
ISACO INTERNATIONAL	John Henry	Boxers, Hosiery and Loungewear
PREMIUMWEAR	Munsingwear	Knit and Woven Shirts
KNOTHE	Munsingwear	Underwear
WINONA KNITTING MILLS (Hampshire)	Munsingwear	Sweaters
SOCKYARD, INC.	Munsingwear	Socks
PREMIUM WEAR	Grand Slam Munsingwear	Knits and Woven Shirts

Exhibit D to Bank Leumi Release - Continued

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On the 13 day of APRIL, 2006, before me personally came FERNANDO MELO, to me known, who being duly sworn, did depose and say, that he is the VP, of BANK LEUMI USA, 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.




Notary Public

LUIS F. FRANCO
COMM. EXP. MAY 2007