900272504 11/20/2013

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
Jantzen Apparel, LLC		112/07/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77530989	CURVALLURE

CORRESPONDENCE DATA

Fax Number: 3054060513

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (305) 873-1735

Email: legal@pery.com

Correspondent Name: Tricia M. Thompkins

Address Line 1: 3000 NW 107th Avenue

Address Line 2: Legal Department

Address Line 4: Miami, FLORIDA 33172

ATTORNEY DOCKET NUMBER: CURVALLURE

NAME OF SUBMITTER: Tricia M. Thompkins

TRADEMARK REEL: 005158 FRAME: 0254 00 07\$ H

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Signature:	/TMT/
Date:	11/20/2013
Total Attachments: 5 source=Assignment of US Jantzen Marks 1:	2.7.2009#page2.tif 2.7.2009#page3.tif 2.7.2009#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is effective this 7th day of December, 2009 ("Effective Date"), from Jantzen Apparel, LLC., a Delaware corporation ("Assignor") to PEI Licensing, Inc., a Delaware corporation, with offices located at 3000 N.W. 107 Avenue, Miami, Florida 33172 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in, to and under certain intellectual property, including trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such intellectual property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following:

The trademarks listed on Schedule A annexed hereto, together with that part of the goodwill of Assignor's business connected with the use thereof and symbolized thereby and any and all other rights, privileges and priorities provided under United States, state or foreign law with respect to the foregoing, including without limitation common-law rights and rights under the laws of unfair competition ("Transferred Rights");

- 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 Effective Date, including the right to receive all proceeds and damages therefrom;
- Any and all rights to License Agreements, royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights; and
- 3. 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.

Assignor hereby covenants that it is the sole owner of the Transferred Rights, free and clear of any and all liens, security interests, claims or other encumbrances of any kind, that it has full right to convey the entire interest berein assigned, and that it has not executed and will not execute any agreements inconsistent herewith.

Assignor shall, without further consideration, comply with a reasonable request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Transferred Rights in Assignee and to record this Assignment with all appropriate authorities.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the 7^{th} day of December, 2009.

JANTZEN APPAREL, LLC.

PEI LICENSING, INC.

Name: Octi Lynn Mankoff-EUAS

Title: Secretary

SCHEDULE A

Mark	Class	App.#	Reg.#
CLEAN WATER	025	74/228757	1,710,164
CURVALLURE	025	77530989	
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CURVALLURE			
CURVALLURE	025	77669235	
CURVALLURE			
DIVING GIRL (BLOCK LETTERS)	025	71/203129	0,194,450
Diving Girl			
DIVING GIRL DESIGN (LEFT)	009	72/239151	0,825,723
	\$1,000,000 interest 1,000,000	nin sjangungskangjiya sakingaj iyasare	
DIVING GIRL DESIGN (LEFT)	025	72/276072	851,501
DIVING GIRL DESIGN RIGHT	025	71/573128	0,526,944
DIVING GIRL DESIGN RIGHT	025	71/493491	423,812

Mark	Class	App.#	Reg.#
GUARD AND DESIGN	025	75/731528	2,541,089
<b>J</b> GUARD			
	025	73/170267	1123345
JANFIT	25	73/320244	1210632
JANTZEN	18	75/317817	2,197,656
JANTZEN	25	75/022473	2065889
JANTZEN	09	72/239150	825,722
JANTZEN	25	72/276073	842,511
JANTZEN (STYLIZED SCRIPT)  Jantzen	25	71/548083	515,367
	25	71/548082	522,178
JANTZEN RUBY	25	78/190814	2855202
JANTZSKINZ	25	77693975	

Mark	Class	App.#	Reg.#
JANTZEN	024	77752931	
SOUTH POINT	025	77352309	3566696
TRIM SWIM	25	75/067725	2064142
ZUMA BEACH	025	74/596522	1,997,560
ZUMA BEACH AND DESIGN	025	73/639386	1,462,914

TRADEMARK **REEL: 005158 FRAME: 0260** 

**RECORDED: 11/20/2013**