

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504049

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900470536

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BankUnited, FSB		03/27/2006	Bank: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Perry Ellis International, Inc.
<b>Street Address:</b>	3000 N.W. 107th Avenue
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33172
<b>Entity Type:</b>	Corporation: FLORIDA

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2065889	JANTZEN
Registration Number:	0825722	JANTZEN
Serial Number:	76390200	PERRY ELLIS
Registration Number:	1416338	PERRY ELLIS
Registration Number:	1704748	PERRY ELLIS
Registration Number:	1739844	PERRY ELLIS
Registration Number:	1447578	PERRY ELLIS
Registration Number:	1448617	PERRY ELLIS
Registration Number:	1249025	PERRY ELLIS
Registration Number:	1428486	PERRY ELLIS
Registration Number:	1279975	PERRY ELLIS
Registration Number:	2151550	GRAND SLAM
Registration Number:	1418434	GRAND SLAM
Registration Number:	0873862	GRAND-SLAM
Registration Number:	0629148	GRAND SLAM
Registration Number:	0510271	MUNSINGWEAR
Registration Number:	2011287	MUNSINGWEAR
Registration Number:	1690250	NATURAL ISSUE

OP \$600.00 2065889

Property Type	Number	Word Mark
Registration Number:	0996837	JOHN HENRY
Registration Number:	2797612	JOHN HENRY
Registration Number:	1411407	MANHATTAN
Registration Number:	0429687	MANHATTAN
Serial Number:	78144278	JANTZEN
Registration Number:	2072189	JANTZEN
Registration Number:	2197656	JANTZEN
Registration Number:	0842511	JANTZEN

**CORRESPONDENCE DATA**

**Fax Number:** 3122685063  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 8883150732  
**Email:** officeactions@norvellip.com  
**Correspondent Name:** Emily M. McCarthy  
**Address Line 1:** P.O. Box 2461  
**Address Line 2:** Norvell IP llc  
**Address Line 4:** Chicago, ILLINOIS 60690

<b>NAME OF SUBMITTER:</b>	Emily M. McCarthy
<b>SIGNATURE:</b>	/Emily M. McCarthy/
<b>DATE SIGNED:</b>	01/02/2019

**Total Attachments: 17**  
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## RELEASE OF SECURITY INTEREST IN RELEASED TRADEMARKS

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, BANKUNITED, FSB ("Secured Party"), Perry Ellis International, Inc. ("Perry Ellis"), PEI Licensing, Inc. ("PEI") and Jantzen Apparel, LLC ("Jantzen," and collectively with Perry Ellis and PEI, the "Assignors"), hereby agree as follows:

1. Secured Party hereby releases the security interest held by it pursuant to the Conditional Assignment and Trademark Security Agreement, dated as of June 15, 2005, among Perry Ellis, PEI, Jantzen and Secured Party in the following:

All of Assignors' right, title and interest in and to the United States of America Released Trademarks and service marks and their respective registrations and applications for registration listed in Exhibit A attached hereto, together with the goodwill of the business symbolized by such trademarks and service marks, all licenses relating thereto, and all proceeds thereof (including, without limitation, license royalties and proceeds of infringement suits), and the right to sue for past, present, and future infringement (all of such trademarks, service marks, trademark and service mark registrations, applications for registration, goodwill, license, proceeds, and other related rights are collectively referred to herein as the "Released Trademarks").

2. Assignors hereby agree that, for purposes of enabling Secured Party to exercise its rights and remedies under the Letter of Credit Facility Agreement dated as of June 15, 2005 (the "Facility Agreement") and the Security Agreements referred to therein, each of the Assignors hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable at any time an Event of Default (as such term is defined in the Facility Agreement) under the Facility Agreement shall exist or shall have occurred and for so long as such Event of Default is continuing) without payment of royalty or other compensation to any Assignor, to use, license or sublicense any of the Released Trademarks.

3. Secured Party 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 Assignors may reasonably request, in order to terminate Secured Party's security interest in and to the Released Trademarks. Without limiting the generality of the foregoing, Secured Party authorizes Perry Ellis to file (a) an amendment to Financing Statement No. 200500085674 filed in the State of Florida in the form attached hereto as Exhibit B, (b) a termination to Financing Statements Nos. 5212467 6 and 5212465 0 in the State of Delaware in the form attached hereto as Exhibit C 1 and Exhibit C-2, (c) a release with the United States Patent and Trademark Office in the form attached hereto as Exhibit D, and (d) such other notices and instruments as may be necessary in order to terminate Secured Party's security interest in and to the Released Trademarks; and

4. Secured Party further authorizes and directs Assignors, at their sole expense, to file in each and every jurisdiction as Assignors see fit such notices of termination and other documents necessary to terminate Secured Party's security interest in the Released Trademarks.

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

[SIGNATURE ON FOLLOWING PAGE]

MIA1CORPSEC1346208.3

The undersigned have caused this Release of Security Interest in Released Trademarks to be duly executed and delivered by its officers, duly authorized, as of the 27<sup>th</sup> day of March, 2006.

BankUnited, FSB

By: 

Name: Miguel R. Muniz  
Title: S.V.P.

Perry Ellis International, Inc.

By: 

Name: ROSEMARY S. TRUDEAU  
Title: VICE PRESIDENT FINANCE

PEI Licensing, Inc.

By: 

Name: ROSEMARY S. TRUDEAU  
Title: VICE PRESIDENT FINANCE

Jantzen Apparel, LLC

By: 

Name: ROSEMARY S. TRUDEAU  
Title: Manager

**EXHIBIT A  
TO  
BANKUNITED 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
Perry Ellis	25	1,279,9752
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	2,239,606
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

Exhibit A to BankUnited Release - Continued

**JANTZEN APPAREL, LLC. TRADEMARKS**

<b>TRADEMARK</b>	<b>CLASS</b>	<b>REG. NO./APPLIC. NO.</b>
JANTZEN	03	78/144,278
JANTZEN	14	2,072,189
JANTZEN	18	2,197,656
JANTZEN	25	2,065,889
JANTZEN	09	825,722
JANTZEN	25	842,511

**EXHIBIT B  
TO  
BANKUNITED RELEASE**

B-1

MA1CORPSEC0345206.2

**TRADEMARK  
REEL: 006600 FRAME: 0368**



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

<b>A. NAME &amp; DAYTIME PHONE NUMBER OF CONTACT PERSON</b> Miriam Alfonso (305) 373-9421	
<b>B. SEND ACKNOWLEDGEMENT TO:</b>	
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 # 200500085674	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
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**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	SUFFI

**3. CURRENT RECORD INFORMATION - SECURED PARTY NAME - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)**

3a. ORGANIZATION'S NAME BANKUNITED, FSB			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFI

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.

<input type="checkbox"/> 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.	<input type="checkbox"/> DELETE name: Give record name to be deleted in item 8a or 8b.	<input type="checkbox"/> ADD name: Complete item 9 and 9c; also complete items 9 applicable).
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**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	SUFFI

**9. CHANGED (NEW) OR ADDED INFORMATION: - INSERT ONLY ONE NAME (9a OR 9b) - Do Not Abbreviate or Combine Names**

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

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

All personal property (excluding trademarks, service marks, trade names, trade styles, trademark and service mark applications, and licenses and rights to use any of the foregoing, all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing, all rights to sue for past, present and future infringement of any of the foregoing), now owned or hereafter acquired.

11. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an A 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 authorizing this Amendment.

11a. ORGANIZATION'S NAME BANKUNITED, FSB			
11b. INDIVIDUALS' LAST NAME	FIRST NAME	MIDDLE NAME	SUFFI

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)  
200500085674

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

14a. ORGANIZATION'S NAME BANKUNITED, FSB			
14b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE

15. Use this space for additional information.

**EXHIBIT C-1  
TO  
BANKUNITED RELEASE**

C-1-1

MA1NCORPSEC1346206.2

**TRADEMARK  
REEL: 006600 FRAME: 0360**

**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 # **5212467 6**

1b. This FINANCING STATEMENT AMENDMENT 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 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 regard to changing the name/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 also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR **PEI LICENSING, INC.**

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

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 who 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

OR **BANKUNITED, FSB**

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

10. OPTIONAL FILER REFERENCE DATA

**18923.0031**

**EXHIBIT C-2  
TO  
BANKUNITED RELEASE**

MA11CORPSEC348208.2

C-2-1

**TRADEMARK  
REEL: 006600 FRAME: 0362**



**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 # **5212465 0**

1b. This FINANCING STATEMENT AMENDMENT 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 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 regards to changing the name/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; also complete items 7c-7g if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

**JANTZEN APPAREL, 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. SEE INSTRUCTIONS ADD'L INFO ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

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 who 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

**BANKUNITED, FSB**

OR

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

10. OPTIONAL FILER REFERENCE DATA

**18923.0031**

EXHIBIT D  
TO  
BANK UNITED RELEASE

RELEASE OF SECURITY INTEREST  
IN TRADEMARKS AND TRADEMARK APPLICATIONS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
("Secured Party"), having an office at \_\_\_\_\_  
\_\_\_\_\_, DOES HEREBY CERTIFY that (a) Secured Party holds a lien on various trademarks  
and trademark applications of \_\_\_\_\_ ("Debtor"),  
having a place of business at 3000 N.W. 107<sup>th</sup> 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit D to BankUnited 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 \_\_\_\_\_, day of \_\_\_\_\_, 2006,

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Exhibit D to BankUnited Release - Continued

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_, of \_\_\_\_\_, 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

SCHEDULE A  
TO  
EXHIBIT D  
TO  
BANKUNITED 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

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Grand Slam	24	1,710,101
Grand Slam (stylized)	25	629,148
Munsingwear	25	510,271
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Natural Issue	25	2,222,989
Natural Issue & design	25	2,186,104
Natural Issue	25	1,690,250
Crossings	25	2,239,606
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

Schedule A-1

Schedule A to Exhibit D to BankUnited Release – Continued

**JANTZEN APPAREL, LLC. TRADEMARKS**

<b>TRADEMARK</b>	<b>CLASS</b>	<b>REG. NO./APPLIC. NO.</b>
JANTZEN	03	78/144,278
JANTZEN	14	2,072,189
JANTZEN	18	2,197,656
JANTZEN	25	2,065,889
JANTZEN	09	825,722
JANTZEN	25	842,511

Schedule A-2

MIA11CORPSEC346351.1  
18923/0031