

5/24/01



To the Honorable Commissioner of I

101739876

ched original documents or copy thereof.

1. Name of conveying party(ies):

D.G.G.M. BITTON HOLDINGS LIMITED

- Individual(s)
- General Partnership
- Corporation-Canada
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 8, 1999

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

Name: **3681441 CANADA INC.**

Address: **400 Sauvé west
Montreal, Quebec
Canada**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Canada
- Other

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s):

EXPRESS MAIL CERTIFICATE

A. Trademark Applications

Date: 5/24/01

Label No. EL706741398US

I hereby certify that, on the date indicated above, this paper or fee was deposited with the U.S. Postal Service, that it was addressed for delivery to the Assistant Commissioner for Patents, Washington, DC 20231 by "Express Mail Post Office to Addressee" service.

A. DiCullo A. DiCullo
Name (Print) Signature

Additional numbers attached? Yes No

B. Trademark Registrations

Mark **JEANIUS JEANS**

Reg. No. **1,896,309**

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

Name: Darby & Darby P.C.
Street Address: 805 Third Avenue, 27th Floor
City: New York State: New York Zip: 10022-7513

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):.....\$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 04-0100

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karin Segall
Name of Person Signing

Karin Segall
Signature

May 24, 2001
Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 2307 FRAME: 0637

DEED OF ASSIGNMENT

This deed of assignment is made this 8th day of December 1999.

Between

3681441 Canada Inc, a company incorporated under the laws of Canada, having a place of business at 400 Sauvé west, Montreal, Quebec, Canada

(Hereinafter referred to as "the Assignee") and

D.G.G.M. Bitton Holdings Limited, a company incorporated under the laws of Canada, having a place of business at 8125 St Laurent, Montreal, Quebec, Canada

(Hereinafter referred to as "the Assignor")

Whereas:

◆ The Assignor is the sole and exclusive proprietor and beneficial owner of the trademark which consist in the words Jeanius Jeans, registration number 1,896,309, full particulars of which are set out in Schedule 1 attached hereto (hereinafter referred to as "the Trademark").

◆ The Assignor wishes to assign the ownership and all rights existing in the trademark to the Assignee upon the terms set out hereafter.

◆ The Assignee hereby accepts such assignment subject to the terms and conditions set out below.

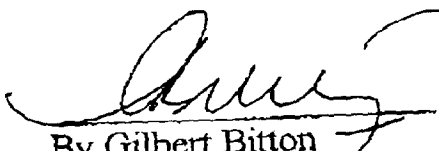
Now this Deed witnesses as follows:

4. The Assignor hereby assigns unto the Assignee the ownership and all beneficial rights existing on the Trademark and waives all existing and future rights in connection with the Trademark.

- 5. To the best of the Assignor's knowledge no claims have been raised nor any legal proceedings commenced in connection with the validity, the use and/or the interpretation of the Trademark or in connection with the rights existing in such Trademark.
- 6. In consideration of the Assignor agreeing to assign the Trademark unto the Assignee, the Assignee shall pay to the Assignor the sum of one dollar (1.00\$) the receipt and sufficiency of which are acknowledged and confirmed by the Assignor.
- 4. The Assignee hereby agrees and undertakes to comply with all the requirements of American laws regarding the registration of this Deed and shall be liable against all the taxes, costs and expenses hereof and shall keep the Assignor at all times fully indemnified.
- 7. The Assignor hereby covenants that at the costs and requests of the Assignee at any time it will execute or it shall procure to execute such deeds of documents and do such acts or things as may be necessary or desirable to give effect to this Deed.
- 8. Any variation to this Deed shall be binding between the parties only if it is recorded in a document as a Deed by or on behalf of the parties hereto.

Executed and delivered as a deed the date before written.

3681441 Canada Inc



By Gilbert Bitton
Director

D.G.M. Bitton Holdings Limited



By Michel Bitton
Director

SCHEDULE 1

TRADEMARK

JEANIUS JEANS

Registration number 1,896,309
Goods covered by the assignment:
Men's, women's, children's jeans,
Shorts, skirts, shirts, pants and overalls
In class 25

TERRITORY/COUNTRY

UNITED STATES OF AMERICA