

TRADEMARKS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CANEX FASHION INC.

- Individual(s)
- General Partnership
- Corporation-State 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: MAY 16, 2003

2. Name and address of receiving party(ies)

Name: WINLIT GROUP, LTD.

Internal Address:

Street Address: 512 SEVENTH AVENUE

City: NEW YORK State: NY ZIP: 10018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NEW YORK
- Other

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,286,671

Additional numbers attached? Yes No

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

Name: GEOFFREY I. LANDAU

Internal Address:

Street Address: LACKENBACH SIEGEL

P.O. Box 416

City: SCARSDALE State: NY ZIP: 10583

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

Please charge any additional fees due, or credit any over payment to:

8. Deposit account number:

10-0100

(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.

GEOFFREY I. LANDAU

Name of Person Signing



Signature

6/11/03

Date

4

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

GH \$40.00 100-100 2286671

ASSIGNMENT

WHEREAS, **CANEX FASHION INC.**, a Canada corporation with offices at 9320 St. Laurent Boulevard, Suite 701, Montreal, Quebec, Canada, H2N 1N7, is the owner of all right, title and interest in and to the below listed trademark which has been filed and/or registered at the United States Patent and Trademark Office, particulars of which are as follows:

<u><i>Trademark</i></u>	<u><i>Registration No.</i></u>
RY BLUELINE	2,286,671

(hereinafter referred to as the "Mark");

WHEREAS, **WINLIT GROUP, LTD.**, a New York corporation with offices at 512 Seventh Avenue, New York, New York 10018 (hereinafter "**ASSIGNEE**"), is desirous of acquiring the aforesaid Mark, together with the goodwill of the business symbolized by the Mark;

WHEREAS, by this Assignment **ASSIGNEE** receives the entire right, title, and interest in and to the aforesaid Mark, together with the goodwill of the business symbolized thereby; and

WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation at the United States Patent and Trademark Office recording title in and to the aforesaid Mark in the name of **ASSIGNEE**.

NOW, THEREFORE, for and in consideration of good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, said **CANEX FASHION INC.** does hereby sell, assign, and transfer unto said **ASSIGNEE** all rights, title and interest in and to said Mark, including the application and registration thereof and the Certificate of Registration duly and legally issued therefor, and any and all renewals thereof for the Mark, together with the goodwill of the business symbolized thereby, and further including, without limitation, all claims for damages by reason of past infringement and the right to sue for and the right to collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or legal representatives and the right to defend the Mark and the application and registration thereof.

CANEX FASHION INC. represents that: (i) it is the owner of all rights, title, and interests in and to the Mark and that it has the full right, power and authority to make this assignment; (ii) there are no current or effective licenses, assignments, security interests, or other encumbrances of or relating to the Mark; (iii) it knows of no other person or entity which has the right to use, or has made any claim pertaining to the right to use the Mark; and (iv) it has not granted and will not grant any assignment or other encumbrance of the Mark to any third party.

CANEX FASHION INC. warrants that: (i) all use of the Mark by **CANEX FASHION INC.** shall cease; and (ii) it shall not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Mark or **ASSIGNEE**'s ownership thereof.

CANEX FASHION INC. expressly agrees to execute, acknowledge, and deliver such documents and other instruments as may be requested by ASSIGNEE to evidence or effectuate the sale, assignment, transfer, conveyance, and delivery of the Mark to ASSIGNEE.

CANEX FASHION INC.

BY:  _____

NAME: RALPH WELIK

TITLE: PRESIDENT

DATE: May 16, 2003