

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
Vision Sports Holding, Corp.		01/07/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lifestyle Brands Ltd.		
Street Address:	25 Vanley Crescent		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M3J 2B7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1477595	VISION STREET WEAR	
Registration Number:	1503097	VISION STREET WEAR	
Registration Number:	1506001	VISION	
Registration Number:	1506002	VISION STREET WEAR	
Registration Number:	1506010	VISION	
Registration Number:	1507260	VISION STREET WEAR	
Registration Number:	1606336	VISION	
Registration Number:	1606368	VISION STREET WEAR	
Registration Number:	1606507	VISION STREET WEAR	
Registration Number:	1606508	VISION STREET WEAR	
Registration Number:	1609085	VISION	
Registration Number:	2036634	VISION	
CORRESPONDENCE DATA			

OP \$315.00 1477595

Fax Number: (416)631-3368

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 416-631-3366

Email: gstankus@lifestylebrands.ca

Correspondent Name: Gina Stankus

Address Line 1: 25 Vanley Crescent

Address Line 4: Toronto, CANADA M3J 2B7

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Gina Stankus

Signature:

/ges 2005/

Date:

04/12/2005

Total Attachments: 3

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ASSIGNMENT

THIS ASSIGNMENT made as of the 7th day of January, 2005.

BY:

VISION SPORTS HOLDING, CORP.,
a company existing under the laws of
the State of California

(hereinafter referred to as the "**Assignor**")

- to -

LIFESTYLE BRANDS LTD.,
a corporation existing under the laws of
the Province of Ontario

(hereinafter referred to as the "**Assignee**")

WHEREAS the Assignor is the proprietor and registered owner of the trademarks, trademark registrations and pending trademark applications described on Schedule A hereto (the "Assigned Trademarks"), the goodwill of the business associated therewith and symbolized thereby, and all rights thereto, including, without limitation, all common law rights, if any, and all causes of action, interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor;

AND WHEREAS the Assignor has entered into an asset purchase agreement dated as of the date hereof (the "Asset Purchase Agreement") with the Assignee pursuant to which the Assignor agreed to sell, assign and transfer to the Assignee all of its rights, title and interest, and to cause its Affiliates to sell, assign and transfer to the Assignee all of their respective rights, title and interest, in and to certain of its and the Affiliates' assets relating to the Vision Business, including the Assigned Trademarks;

AND WHEREAS capitalized terms that are used but not otherwise defined herein shall have the respective meanings given to such terms in the Asset Purchase Agreement;

NOW THEREFORE in consideration of the sum of U.S.\$1.00 received from the Assignee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor declares as follows:

1. **Assignment to Assignee.**

The Assignor hereby assigns, transfers and conveys to the Assignee all of its rights, title and interest in and to the Assigned Trademarks together with the goodwill of the Vision Business associated therewith and symbolized thereby, and all rights thereto, including, without limitation, all common law rights, if any, and all causes of action, interests, claims and

rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor.

2. **Applicable Law.**

This Assignment shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Assignor irrevocably and unconditionally submits to the non-exclusive jurisdiction of each of the courts of the Province of Ontario and the courts of the State of California, Orange County, and all courts competent to hear appeals therefrom.

3. **Further Assurances.**

From time to time subsequent to the date hereof, the Assignor covenants and agrees that it shall execute and deliver all such further documents and do such other things as the Assignee, acting reasonably, may request be executed or done in order to better evidence or perfect or effectuate the assignment contemplated hereby or to give full effect to this Assignment.

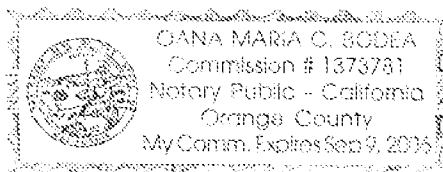
4. **Successors and Assigns.**

This Assignment shall enure to the benefit of and shall be binding on and enforceable by the Assignor and the Assignee and their respective successors and assigns.

IN WITNESS WHEREOF this Assignment has been executed by the Assignor on the date first written above.

Subscribed and sworn before me this 6th
day of January, 2005


Notary Public



VISION SPORTS HOLDING, CORP.

by 

Name: VISION SPORTS HOLDING, CORP.

Title: President

SCHEDULE "A"

			APPLIC.	FILING	REGIST.	REGIST.
TRADEMARK	COUNTRY	CLASS	NUMBER	DATE	NUMBER	DATE
VISION	United States	14	73-798,375	8-May-89	1,606,336	17-Jul-90
VISION	United States	18	73-798,376	8-May-89	1,609,085	7-Aug-90
VISION	United States	25	73-686,654	28-Sep-87	1,506,010	27-Sep-88
VISION	United States	25	73-599,141	16-May-86	1,506,001	27-Sep-88
VISION	United States	28	74-720,257	25-Aug-95	2,036,634	11-Feb-97
VISION STREET WEAR	United States	14	73-665,409	8-Jun-87	1,477,595	23-Feb-88
VISION STREET WEAR	United States	16	73-798,524	8-May-89	1,606,368	17-Jul-90
VISION STREET WEAR	United States	25	73-599,144	16-May-86	1,506,002	27-Sep-88
VISION STREET WEAR	United States	25	73-693,341	2-Nov-87	1,503,097	6-Sep-88
VISION STREET WEAR	United States	25	73-659,957	11-May-87	1,507,260	4-Oct-88
VISION STREET WEAR	United States	28	73-798,369	8-May-89	1,606,508	17-Jul-90
VISION STREET WEAR LOGO	United States	28	73-798,368	8-May-89	1,606,507	17-Jul-90