

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Sterling Group Inc.		04/16/2004	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Sterling Group Intimates Inc.		
<b>Street Address:</b>	9320 St-Laurent Boulevard		
<b>City:</b>	Montreal, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H2N 1N7		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2246632	ELITA PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	804-788-8331		
<b>Email:</b>	HWRITM@hunton.com		
<b>Correspondent Name:</b>	Stephen P. Demm		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 2:</b>	Riverfront Plaza, East Tower		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4074		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

CH \$40.00 2246632

NAME OF SUBMITTER:	Stephen P. Demm
Signature:	/Stephen P. Demm/
Date:	05/16/2005
<b>Total Attachments: 5</b> source=ELITA PLUS Assignment#page1.tif source=ELITA PLUS Assignment#page2.tif source=ELITA PLUS Assignment#page3.tif source=ELITA PLUS Assignment#page4.tif source=ELITA PLUS Assignment#page5.tif	

**CONTRACT FOR THE SALE OF TRADE MARKS AND OTHER  
INTELLECTUAL PROPERTY RIGHTS**

**BY AND BETWEEN:**            **ERNST & YOUNG INC.**, in his capacity as Interim Receiver with limited powers with respect to the assets of The Sterling Group Inc. / Le Groupe Sterling Inc.

Hereinafter the "Vendor"

**AND:**                            **THE STERLING GROUP INTIMATES INC. / LE GROUPE STERLING INTIMITÉ INC.**, a legal person duly constituted having an office and place of business at 9320 St-Laurent, Montreal, Quebec

Hereinafter the "Purchaser"

A) **WHEREAS** the Purchaser offered on April 7, 2004 to acquire certain assets of The Sterling Group Inc. / Le Groupe Sterling Inc. (the "**Corporation**") (the "**Offer**");

B) **WHEREAS** the Vendor has been appointed Interim Receiver under the *Bankruptcy and Insolvency Act* (the "**Act**") with the specific power to enter into this sale agreement pursuant to the judgment rendered by the Superior Court, Commercial Division of the Province of Quebec, District of Montreal, on April 8, 2004, a copy of which is attached as **Schedule "1"** (the "**Appointment and Approval Order**");

**WHEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1.     **Preamble**

1.1    The preamble is deemed to be part of this Agreement as if recited at length herein.

2.     **Sale of trade-marks and other rights of intellectual property**

2.1    By these presents, for good and valuable consideration, the Vendor hereby sells to the Purchaser all registered and unregistered trade marks and trade mark applications, trade names, logos, websites, domain names, telephone and fax numbers, commercial symbols, industrial designs, service marks, copyrights, patents and patent applications, licenses, sublicenses, certifications, trade secrets, patterns, drawings, formulas, technical information, merchandising information and materials, research and development data, concepts, methods, procedures, manual systems, know how, royalties and all other confidential and proprietary information and intellectual and industrial property of the Corporation pertaining to its business, including, without limitation, the trade marks and trade mark applications listed on **Schedule "A"** hereof

3.     **Additional Documents and language**

3.1    The Vendor and the Bank agree to sign, at the request of the Purchaser, acting reasonably, any other documents necessary or useful to give effect to this transaction.

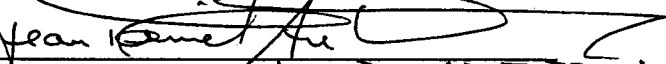
3.2 The parties hereby declare to have requested that the present agreement be drafted in English; Les parties déclarent avoir requis que la présente convention soit rédigée en anglais

Montreal, this 16th day of April 2004

THE VENDOR:

ERNST & YOUNG INC, in its capacity as Interim Receiver with the limited powers granted by the Appointment and Approval Order, without personal liability

Per:

  
~~Stanley WENER~~ JEAN-DANIEL BRETON

THE PURCHASER

THE STERLING GROUP INTIMATES INC. / LE GROUPE STERLING INTIMITÉ INC.

Per:

  
Elliot BERZAN

*Schedule 1*

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

(Commercial Division)  
SUPERIOR COURT

No.: 500-11-022814-046

This 8<sup>th</sup> day of April 2004

PRÉSENT: *Chantal Flamarck*  
*Registrar*

IN THE MATTER OF THE INSOLVENT  
PERSON

THE STERLING GROUP INC. / LE  
GROUPE STERLING INC.

Insolvent Person / Applicant

-and-

THE TORONTO-DOMINION BANK

Mis-en-cause

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**JUDGMENT**

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- [1] **THE COURT** is seized with a Motion for the Appointment of an Interim Receiver dated April 8<sup>th</sup>, 2004,
- [2] **SEEING** the Affidavit and the Exhibits in support of the Motion;
- [3] **CONSIDERING** the consent of the secured creditor, The Toronto-Dominion Bank and the consent of the ordinary creditors referred to in paragraph 21 of the Motion;
- [4] **CONSIDERING** the representations of counsels;
- [5] **THE COURT RENDERS THE FOLLOWING JUDGMENT**
- [6] **GRANTS** the present Application;

- [7] **APPOINTS** Ernst & Young Inc as Interim Receiver with the following powers:
- (i) to accept the offer from The Sterling Group Intimates Inc. / Le Groupe Sterling Intimité Inc (the "**Purchaser**") dated March April 7, 2004, (the "**Offer**") to purchase the assets of The Sterling Group Inc. / Le Groupe Sterling Inc. (the "**Debtor**");
  - (ii) to sell the assets of the Debtor to the Purchaser in accordance with the terms and conditions of the Offer;
  - (iii) to execute a deed of sale and any other documents necessary or useful to give effect to the transaction;
- [8] **DECLARES** that the Interim Receiver shall not be required to take possession of the assets of the Debtor, except as is required for the specific purpose of giving effect to the Offer and the transaction contemplated therein;
- [9] **DECLARES** that the Interim Receiver shall incur no liability as a result of the acceptance of the Offer and completion of the transactions contemplated therein;
- [10] **DECLARES** that the judgment shall be executory notwithstanding any appeal;
- [11] **THE WHOLE** without costs

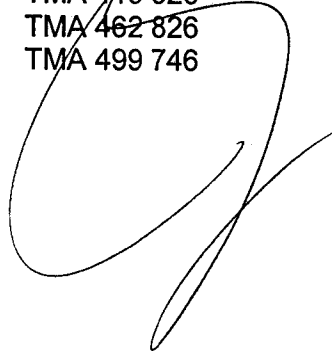
*Julie Dupuis*  
[Signature in a dashed box]

*[Handwritten Signature]*  
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*Repechane*

**SCHEDULE "A"**

**List of trade marks**

"ELITA"	TMA 396 766
"ELITA"	TMA 399 754
"ELITA WARMWEAR"	TMA 382 709
"ELITA PLUS"	TMA 484 941
"ELITA LUXE"	TMA 529 389
"ELITA INVISIBLE"	Application 113 3055
"STERLING"	TMA 346 619
"GLITZ"	TMA 360 375
"TOUCH OF LACE"	TMA 343 457
"SOUPÇON DE DENTELLE"	TMA 415 545
"HANNA"	TMA 416 620
"SILK MAGIC"	TMA 462 826
CHELSEA"	TMA 499 746

A large, stylized handwritten signature in black ink, located to the right of the trademark list.