

06-07-2005

Atty. Docket No.: 108220-00032
Date: May 27, 2005



To t **103016063** marks:
Please record the attached original documents or copy thereof

50-28-50

US PATENT & TRADEMARK OFFICE
2005 MAY 17 P 2:44
TRADEMARK PROCESS

1. Name of conveying party(ies)

Multitex Limited

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership
- Corporation-Foreign

Additional name(s) of conveying party(ies) attached?

Yes No

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

Name: 3681441 Canada Inc.

Street Address: 400 Sauve Street West
Montreal, Province of Quebec, H3L 1Z8, Canada

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Corporation-Foreign 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

3. Nature of conveyance:

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

Execution Date: December 1, 2004



05-27-2005

U.S. Patent & TMO/TM Mail Rcpt Dt. #77

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,714,070 - AMERICAN EXCHANGE
registered: May 6, 2003

Additional numbers attached? Yes No

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

Name: Arent Fox PLLC

Street Address: 1050 Connecticut Avenue, N.W., Suite 400
Washington, D.C. 20036-5339

Tel. No.: 202-857-6000

Fax No.: 202-638-4810

Email Address: dcipdocket@arentfox.com

6. Total number of applications and registrations
involved: 1

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

Enclosed Check # 426892

Any additional fees are authorized to be charged to
Deposit Account 01-2300.

8. Deposit account number: 01-2300

(Attach duplicate copy of this page if paying by Deposit Account)

06/07/2005 BYRNE 00000019 2714070

01 FE:8521

40.00 DP

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.

Charles M. Marmelstein
Name of Person Signing
Reg. No. 25,895

Signature

May 27, 2005
Date

Total number of pages including cover sheet, attachments and document: 6

TRADEMARK

REEL: 003173 FRAME: 0726

DEED OF ASSIGNMENT

This deed of Assignment is made this 1stth day of December 2004.

Between

MULITEX LIMITED, a company duly incorporated under the laws of Hong Kong, with a place of business at 12th floor, Wing On Plaza 62, Mody Road, Tsimshatsui East, Kowloon, Hong Kong

(Hereinafter referred to as the "Assignor") and

3681441 CANADA INC., a company duly incorporated under the laws of Canada, with a place of business at 400 Sauvé Street West, Montreal, Province of Quebec, H3L 1Z8, Canada.

(Hereinafter referred to as the "Assignee")

Whereas:

- ◆ The Assignor is the sole and exclusive proprietor and beneficial owner of the trademark, which consists of the words **AMERICAN EXCHANGE**, full particulars of which are set out respectively in Schedule A attached hereto (hereinafter referred to as the "Trademarks");
- ◆ The Assignor wishes to assign the ownership and all rights existing in the Trademarks including the related goodwill, 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:

1. ASSIGNMENT

The Assignor hereby assigns unto the Assignee absolutely together with all the Assignor's rights and interests in respect of the ownership, right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks individually or collectively, and the above identified registrations and or applications, thereof with full effect upon signature by both parties of this deed of Assignment. The present assignment is made for good and valuable consideration.

2. ASSIGNOR'S OBLIGATIONS

The Assignor agrees with the Assignee at the direction and expense of the Assignee to execute or procure to execute any further documents that the Assignee may reasonably require to give effect to this Assignment and enable the Assignee to record the Assignment contemplated by this deed.

3. WARRANTIES AND INDEMNITIES

The Assignor warrants that it:

- 3.1 is the proprietor of the Trademarks and has full power and authority to enter into this agreement;
- 3.2 has not granted any licenses to any person or entity to use or exploit the Trademarks;
- 3.3 has not either by any act or omission caused or permitted to anything which may endanger the registration of the Trademarks;
- 3.4 has not knowingly withheld from the Assignee knowledge of any circumstance that may cause objection to the record of this Assignment;
- 3.5 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 or the interpretation of the Trademarks or in connection with the rights existing in such Trademarks;
- 3.6 will keep the Assignee indemnified against all actions, claims proceedings, costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

4. NO VARIATION

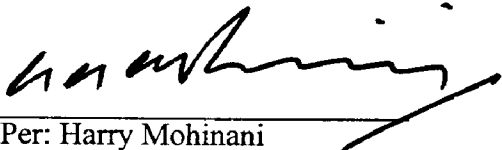
Any variation to this Assignment shall be binding as between the parties only if it is recorded in a written document as a deed by or on behalf of the parties hereto.

5. COUNTERPART

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

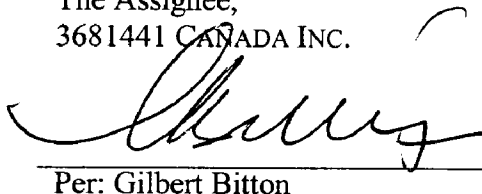
EXECUTED AND DELIVERED AS A DEED THE DATE HEREINABOVE WRITTEN.

The Assignor,
Mulitex Limited



Per: Harry Mohinani

The Assignee,
3681441 CANADA INC.



Per: Gilbert Bitton

SCHEDULE A

to the deed of assignment between Multitex Limited and 3681441 Canada Inc
in relation with the trademark

AMERICAN EXCHANGE

Country: Australia
Mark: AMERICAN EXCHANGE
Applicant/owner: Multitex Limited

Application no.: 895801
Application date: November 21, 2001
Registration no.: 895801
Registration date: July 1, 2002
Class-es: 25 clothing, footwear
Expiration date: November 21, 2011

Country: Canada
Mark: AMERICAN EXCHANGE
Applicant/owner: Multitex Limited

Application no.: 1075654
Application date: September 21, 2000
Registration no.: 579,486
Registration date: April 11, 2003
Class-es: 25 clothing, footwear, headwear
Expiration date: April 11, 2018

Country: Dubai
Mark: AMERICAN EXCHANGE
Applicant/owner: Multitex Limited

Application no.: 56728
Application date:
Status:
Registration no.:
Registration date:
Class-es:
Expiration date:

Country: Israel
Mark: AMERICAN EXCHANGE
Applicant/owner: Mulitex Limited

Application no.:
Application date: 01.02.2002
Registration no.: 155063
Registration date:
Class-es: 25 clothing, footwear
Expiration date:

Country: Mexico
Mark: AMERICAN EXCHANGE
Applicant/owner: Mulitex Limited

Application no.: 540698
Application date: March 26, 2002
Registration no.: 776094
Registration date: January 30, 2003
Class-es: 25 clothing, footwear, headwear
Expiration date: March 26, 2012

Country: Singapore
Mark: AMERICAN EXCHANGE
Applicant/owner: Mulitex Limited

Application no.: ---
Application date: ---
Registration no.: T99/03121H
Registration date: March 31, 1999
Class-es: 25 clothing, footwear
Expiration date: March 31, 2009

Country: South Africa
Mark: AMERICAN EXCHANGE
Applicant/owner: Mulitex Limited

Application no.: 2000/23896
Application date: November 30, 2000
Registration no.:
Registration date:
Class-es: 25 clothing, footwear, headwear
Expiration date: May 8, 2013

Country: United States of America
Mark: AMERICAN EXCHANGE
Applicant/owner: Multitex Limited
Application no.: 76110104
Application date: August 14, 2000
Registration no.: 2714070
Registration date: May 6, 2003
Class-es: 25 clothing, footwear
Expiration date: May 5, 2013