

**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>
TIGER BRAND KNITTING COMPANY LIMITED		05/03/2005	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TIGER BRAND HOLDINGS CORP.		
<b>Street Address:</b>	2550 Argentia Road		
<b>City:</b>	Mississauga, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L5N 5R1		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1546517	NONFICTION	
Registration Number:	2478660	TBK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)683-1080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-683-0500		
<b>Email:</b>	tjmoore@baconthomas.com, jgoldenberg@baconthomas.com		
<b>Correspondent Name:</b>	BACON & THOMAS, PLLC (Thomas J. Moore)		
<b>Address Line 1:</b>	625 Slaters Lane, Fourth Floor		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>ATTORNEY DOCKET NUMBER:</b>	ASSI7012/TJM		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	BACON & THOMAS, PLLC		

OP \$65.00 1546517

Address Line 1: 625 Slaters Lane, Fourth Floor  
Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER:	Thomas J. Moore
Signature:	/ThomasJMoore/
Date:	11/03/2005

Total Attachments: 3  
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**TRADE-MARK ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT** is made as of the 3<sup>rd</sup> day of May, 2005,

**BETWEEN:**

**TIGER BRAND KNITTING COMPANY LIMITED**  
(the "Assignor")

- and -

**TIGER BRAND HOLDINGS CORP.**  
**f/k/a 3098578 NOVA SCOTIA COMPANY**  
(the "Assignee")

**RECITALS:**

- A. The Assignor is the owner of record of the U.S. trade-marks and registrations identified in Schedule "A" hereto (collectively the "Trade-marks");
- B. The Assignor, the Assignee and RSM Richter Inc., solely in its capacity as monitor of the Assignor, have entered into an Asset Purchase Agreement made as of April 1, 2005 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell the Purchased Assets (which include the Trade-marks) to the Assignee and the Assignee has agreed to purchase the rights, benefits and interests of the Assignor in and to the Purchased Assets;
- C. Pursuant to the Purchase Agreement, the Assignee has acquired from the Assignor the right, title and interest of the Assignor in and to the Trade-marks, together with the goodwill of the Business carried on in the United States in association with the Trade-marks;
- D. On April 11, 2005, the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice made the Approval and Vesting Order; and
- E. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Purchase Agreement.

**FOR VALUE RECEIVED**, subject to the terms and conditions of the Purchase Agreement and in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor declares as follows:

- 1. The Assignor hereby unconditionally sells, assigns and transfers to the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Trade-marks, together with the goodwill of the Business carried on in the United States in association with the Trade-marks, the same to be held by the Assignee as fully and effectually as they would have been held by the said Assignor had this assignment and sale not been made.

2. The Assignor undertakes and agrees to execute, at the request of the Assignee, such further assurances and documents as may be reasonably required in order to permit the Assignee to obtain recording of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**TIGER BRAND KNITTING COMPANY  
LIMITED**

Per: \_\_\_\_\_

Name: JIM WARNOCK

Title: C.O.O.

I have authority to bind the Corporation.

**TIGER BRAND HOLDINGS CORP.**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the Corporation.

UNITED STATES

SCHEDULE "A"

Trade-Marks

TRADE-MARK	STATUS	GOODS & SERVICES
1. NON-FICTION	REGISTERED SN. No.:73763885 FD: 1988-11-15 Reg #: 1546517 RD: 1989-07-04 Next Renewal: 2009-07-04	Womens clothing, namely blouses, skirts, coats, shirts, pants, dresses Mens clothing, namely slacks, shirts, coats, jackets Childrens clothing, namely, shirts, pants, blouses, dresses, jackets, coats
2. TBK	REGISTERED SN. No.:76007217 FD: 2000-03-22 Reg #: 2478660 RD: 2001-08-14 Next Renewal: 2011-08-14	Clothing, namely shirts and tops, pants, shorts, T-shirts, skirts, dresses, sweaters, jackets, socks, tights, caps and hats

GOODMANS\5155605.2