

02-03-2006

Atty. Docket No.: 108220-00021
Date: January 26, 2006

1/26/06



103172045

To the Director of the U.S. Patent and Trademark Office

attached documents or the new address(es) below

1. Name of conveying party(ies)

Buffalo Mondial Inc.

- 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 Sauvé 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 / Execution Date(s):

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

Execution Date(s): November 11, 2004

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

76/596,881 - FIVE B

Additional numbers attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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



01-26-2006

U.S. Patent & TMO/TM Mail Rcpt Dt. #72

6. Total number of applications and registrations involved: 1

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

- Attached is Check # 439876
- Authorized to be charged by credit card.
- Authorized to be charged to Deposit Account.
- Any additional fees are authorized to be charged to deposit account.

8. Payment Information

a. Credit Card Last 4 Numbers: _____

Expiration Date: _____

b. Deposit account number: _____

copy of this page if paying by deposit account

Authorized User Name: _____

48.00 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

[Handwritten Signature]
Signature

January 26, 2006
Date

Total number of pages including cover sheet, attachments and document: 4

DEED OF ASSIGNMENT

This deed of Assignment is made this 11th day of November 2004.

Between

BUFFALO MONDIAL 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 "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 FIVE B, full particulars of which are set out 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 one US dollar (US\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged.

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. 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.

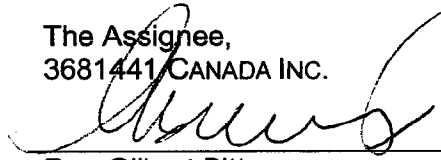
EXECUTED AND DELIVERED AS A DEED THE DATE HEREINABOVE WRITTEN.

The Assignor,
BUFFALO MONDIAL INC.



Per: Gabriel Bitton

The Assignee,
3681441 CANADA INC.

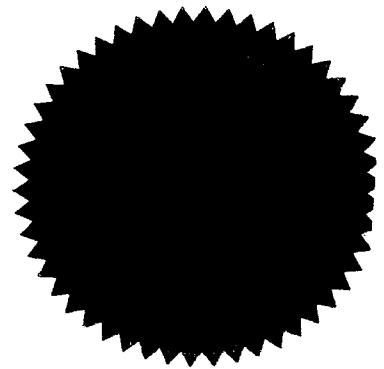


Per: Gilbert Bitton

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Me Geneviève Maranda



SCHEDULE « A »

Country: Europe - OHMI
Mark: **FIVE B**
Applicant/owner: Buffalo Mondial Inc
Application no.: 003921343
Application date: June 25, 2004
Registration no.:
Registration date:
Class-es: 9 eyewear, 14, 18, 25
Expiration date:

Country: United States of America
Mark: **FIVE B**
Applicant/owner: Buffalo Mondial Inc.
Application no.: 76596881
Application date: June 28, 2004
Registration no.:
Registration date:
Class-es: 25 clothing
Expiration date: