

**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>
SEAGREEN INVESTMENTS LIMITED		05/24/2007	COMPANY: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NYGARD, INC.		
<b>Street Address:</b>	332 EAST ROSECRANS AVENUE		
<b>City:</b>	GARDENA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90248		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1365686	ALIA	
Registration Number:	1365687	BIANCA NYGARD	
Registration Number:	1410587	TAN JAY	
Registration Number:	1595486	COUNTRY BLUES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(323)934-0202		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3239342300		
<b>Email:</b>	LA_MAIL@LA.LADAS.COM		
<b>Correspondent Name:</b>	LADAS & PARRY		
<b>Address Line 1:</b>	5670 WILSHIRE BOULEVARD		
<b>Address Line 2:</b>	SUITE 2100		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90036		
<b>ATTORNEY DOCKET NUMBER:</b>	ASGN07/0051		

CH \$115.00 1365686

NAME OF SUBMITTER:	M. Iris Hess
Signature:	/M. Iris Hess/
Date:	10/26/2007
Total Attachments: 4 source=Nygaard ASGN07 0051#page1.tif source=Nygaard ASGN07 0051#page2.tif source=Nygaard ASGN07 0051#page3.tif source=Nygaard ASGN07 0051#page4.tif	

**SCHEDULE A**

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Seagreen Investments Limited, a Cayman company (the "Assignor") and Nygård Inc., a Delaware corporation (the "Assignee").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing a Trademark Assignment Agreement to which this Assignment is referenced and attached;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor represents and warrants (i) that Assignor is the exclusive owner of the Trademarks, (ii) that Assignor possesses all rights, title and interest in and to the Trademarks, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Trademarks do not infringe on the rights of any other person or entity, and (v) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such

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counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR

Seagreen Investments Limited

By: [Signature]  
For and on behalf of Baird Limited  
Title: Director

BAHAMAS  
City of Nassau

On this 24<sup>th</sup> day of May, 2007, before me, a Notary Public in and for Bahamas aforesaid, personally appeared PAUL WINDAR & MS LINDA HIGGS, known by me to be the person of the above name duly authorized to execute this Assignment on behalf of Seagreen Investments Limited, and who signed and executed the foregoing instrument on behalf of Seagreen Investments Limited.

Given under my hand and seal of office this 24<sup>th</sup> day of May, 2007.

My commission expires:

DECEMBER 31<sup>st</sup>, 2007

[Signature]  
Notary Public

NASSAU | BAHAMAS  
Address

ASSIGNEE

Nygård Inc.

By: [Signature]  
Title: Officer + CFO

CANADA  
Province of Ontario  
City of Toronto

On this 24<sup>th</sup> day of May, 2007, before me, a Notary Public in and for the Province of Ontario aforesaid, personally appeared Kenneth Joseph Grondin, known by me to be the person of the above name and an officer of Nygård Inc., duly authorized to execute this Assignment on behalf of Nygård Inc., and who signed and executed the foregoing instrument on behalf of Nygård Inc.

Given under my hand and seal of office this 24<sup>th</sup> day of May, 2007.

My commission expires: indefinite.

A. Rubinfeld

Abraham M. Rubinfeld  
Notary Public

1 Niagara Street  
Address Toronto, Ontario. M5V 1C2.

Exhibit 1

Trademarks

<u>Trademark</u>	<u>Appl./Reg. No. and Classes</u>	<u>Appl./Reg. Date</u>
ALIA	R1365686 00025	October 15, 1985
BIANCA NYGÅRD	R1365687 00025	October 15, 1985
<del>DAN DANCE DEVICE</del>	<del>R1367761 00025</del>	<del>October 29, 1985</del>
TAN JAY	R1410587 00025	September 23, 1986
COUNTRY BLUES	R1595486 00025	May 8, 1990
<del>PANCOCKS</del>	<del>R1487197</del>	

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