

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Giant Merchandising		05/02/2008	PARTNERSHIP: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Millwork Trading Co., Ltd., d/b/a Li & Fung USA		
<b>Street Address:</b>	1359 Broadway, 16th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78960950	HEROES & VILLAINS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)632-5555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2126325500		
<b>Email:</b>	ccantarella@salans.com		
<b>Correspondent Name:</b>	Claudia Cantarella, Esq.		
<b>Address Line 1:</b>	Rockefeller Center, 620 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	0208586.0063		
<b>NAME OF SUBMITTER:</b>	Claudia Cantarella		
<b>Signature:</b>	/claudia cantarella/		
<b>Date:</b>	06/11/2008		

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Total Attachments: 3

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of May 2, 2008 (the "Assignment"), is made by GIANT MERCHANDISING, a California partnership (the "Assignor"), in favor of THE MILLWORK TRADING CO., LTD., d/b/a LI & FUNG USA, a Delaware corporation ("Assignee").

### W I T N E S S E T H:

WHEREAS, Assignor owns all right, title and interest in and to the trademarks listed on the attached Schedule A (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks.

WHEREAS, Assignor, Assignee, and Cinram International Inc., a Canada corporation, have entered into an Asset Purchase Agreement executed April 16, 2008 (the "Purchase Agreement"), pursuant to which Assignee has purchased certain assets from Assignor, including the Trademarks listed on Schedule A attached hereto.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Trademarks, on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title and interest, in and to the Trademarks throughout the world, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, the portion of the business of Assignor to which any intent-to-use applications set forth on Schedule A pertains, as well as all claims and causes of action against third parties relating to the Trademarks; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to execute upon the request of Assignee such additional instruments, documents and papers as are necessary to continue, secure, defend, register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GIANT MERCHANDISING

By: 

Name: Lewis Ritchie

Title: Manager

**[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]**

**SCHEDULE A**

**TRADEMARKS**

“HEROES & VILLAINS”, application, Serial No. 78960950, filed August 25, 2006.

“GIANT MERCHANDISING <sup>TM</sup>” (Common Law)