

**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>
JMI (USA) Limited		03/31/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Li & Fung (B.V.I) Limited		
<b>Street Address:</b>	P.O Box 957		
<b>Internal Address:</b>	Offshore Incorporations Centre		
<b>City:</b>	Road Town, Tortola		
<b>State/Country:</b>	BRITISH VIRGIN ISLANDS		
<b>Entity Type:</b>	CORPORATION: BRITISH VIRGIN ISLANDS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2782022	BIRD'N LITE	
<b>Registration Number:</b>	3089096	BIRD N LITE	
<b>Registration Number:</b>	3089097		
<b>Registration Number:</b>	3209497	SAFETY ON DEMAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)575-0671		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-790-9200		
<b>Email:</b>	trademark@cll.com, gta@ccl.com		
<b>Correspondent Name:</b>	William M. Borchard		
<b>Address Line 1:</b>	1133 Avenue of the America		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	27940.003/WMB/GA		
<b>DOMESTIC REPRESENTATIVE</b>			

OP \$115.00 2782022

Name: William M. Borchard  
Address Line 1: 1133 Avenue of the America  
Address Line 2: Cowan, Liebowitz & Latman, P.C.  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	William M. Borchard
Signature:	/William M. Borchard/
Date:	05/01/2009

Total Attachments: 4  
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of 31 March 2009, and entered into by and between JMI (USA) Ltd., a company organized under the laws of the state of Delaware, as the "Assignor", and Li & Fung (B.V.I.) Ltd, a company organized under the laws of the British Virgin Islands, as the "Assignee", is delivered pursuant to the Completion under that certain Agreement (the "Agreement"), dated as of 21 January 2009, and entered into by and among the Assignor, LF Centennial Limited, a company organized under the laws of the British Virgin Islands, JMI International Limited, a company organized under the laws of Hong Kong, JMI International Trading (Shanghai) Company Limited, a wholly foreign owned enterprise established under the laws of the PRC, Mr. Josef Tattelbaum and Li & Fung (Trading) Limited, a company organized under the laws of Hong Kong. Capitalized terms used in this Assignment have the same meanings given to them in the Agreement.

WHEREAS, the Assignor has delivered this Assignment signed by the Assignor and Assignee to enable the Assignee to file it with any appropriate governmental agency to indicate ownership of the trademarks described below and for the other purposes set forth in this Assignment. This Assignment supplements and is in addition to all other rights of the Assignee under the Agreement and other instruments of transfer delivered in connection with the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

The Assignor sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title, and interest in and to:

(a) the registered trademarks and applications for registration of trademarks specifically listed in Annex A to this Assignment; and

(b) the following properties and rights with respect to all trademarks and applications so listed in Annex A:

(1) all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;

(2) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to such trademarks;

(3) all foreign trademarks that may claim priority based on and correspond to the trademarks listed in Annex A;

(4) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark;

(5) all rights in and under the trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and

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(6) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace the Assignor in all related matters.

The Assignee shall be responsible for all costs and actions for transfer of trademarks and registration of trademark assignments. The Assignor agrees that it will at any time, upon request of the Assignee, execute and deliver any papers prepared and provided by the Assignee that are reasonably necessary to confirm assignment made herein.

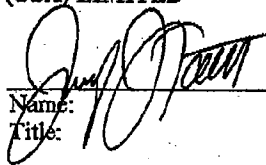
This Assignment is made in connection with the sale of the entire business to which the trademarks relate. As of the date first written above, the Assignee has succeeded to all right, title, and standing of the Assignor to: (a) receive all rights and benefits pertaining to the trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the trademarks described above. This Assignment (a) is irrevocable and effective upon the Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the Parties to the Agreement and their respective successors and assignees, (c) does not modify or affect, and is subject to, the provisions of the Agreement, (d) may be signed in counterparts and (e) is governed by, and construed and enforced in accordance with, Hong Kong law.

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first written above.

**JMI (USA) LIMITED**

By: \_\_\_\_\_

Name:  
Title:



Acknowledged and agreed:

**LI & FUNG (B.V.I.) LTD**

By: \_\_\_\_\_

Name:  
Title:

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(6) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace the Assignor in all related matters.

The Assignee shall be responsible for all costs and actions for transfer of trademarks and registration of trademark assignments. The Assignor agrees that it will at any time, upon request of the Assignee, execute and deliver any papers prepared and provided by the Assignee that are reasonably necessary to confirm assignment made herein.

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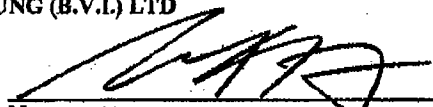
IN WITNESS WHEREOF, the parties have executed this Assignment on the date first written above.

**JMI (USA) LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed:

**LI & FUNG (B.V.I.) LTD**

By:   
Name: William Fung Kwok Lun  
Title: Director

Annex A to Trademark Assignment

Country	Appl. Serial No.	Reg. No.	Appl. Filing Date	Reg. Date	Trademark
U.S.	78/192001	2782022			BIRD' N LITE
U.S.	76/582870	3089096	3/24/2004	5/9/2006	BIRD N LITE & Design
U.S.	76/582871	3089097	3/24/2004	5/9/2006	BIRD Design
U.S.	76/613013	3209497	9/20/2004	2/13/2007	SAFETY ON DEMAND
Canada	1231319	1231319	9/23/2004	5/25/2007	BIRD N LITE & Design
Europe	4043022	4043022	9/23/2004	2/23/2006	BIRD N LITE & Design

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