

**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>
Zoo York LLC		04/16/2009	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	3388875 Canada Inc.		
<b>Street Address:</b>	650 Lebeau		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H4N 1R9		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77576460	THIRD RAIL	
<b>Serial Number:</b>	77634762	3RD RAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-456-8400		
<b>Email:</b>	munozg@gtlaw.com		
<b>Correspondent Name:</b>	Herbert H. Finn		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Greenberg Traurig, LLP - Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1732		
<b>ATTORNEY DOCKET NUMBER:</b>	115148.010100		
<b>DOMESTIC REPRESENTATIVE</b>			

CH \$65.00 77576460

Name: Herbert H. Finn  
Address Line 1: 77 W. Wacker Drive  
Address Line 2: Greenberg Traurig, LLP - Suite 3100  
Address Line 4: Chicago, ILLINOIS 60601-1732

NAME OF SUBMITTER:

Herbert H. Finn

Signature:

/Herbert H. Finn/

Date:

05/04/2009

Total Attachments: 3

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ASSIGNMENT: US Trade-marks

("Assignor")  
Zoo York LLC  
40 West 23<sup>rd</sup> Street  
New York, NY 10010  
USA

("Assignee")  
3388875 Canada Inc.  
650 Lebeau  
Montreal, QC H4N 1R9  
Canada

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby sells, assigns and transfers to the Assignee all its right, title and interest in and to:

- (a) the trademarks identified in Schedule A;
- (b) any trademark applications identified therein and to the registrations which will issue from those applications, and to any trademark registrations identified therein;
- (c) the goodwill associated with said trademarks, including any litigation rights and remedies enuring to the trademarks, including the right to sue for any and all past infringements which may have occurred at any time up to the date of this present Assignment; and
- (d) that part of the goodwill of the business connected with the use of and symbolized by the marks identified in Schedule A (but, for avoidance of doubt, not the goodwill connected with the use of any other mark);

the same to be held and enjoyed by Assignee for its own use and for the use of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

And the Assignee accepts all such rights, titles and interest, subject to a license back from Assignee to Assignor, on and subject to terms and conditions of a separate license agreement between the parties.

The Assignee hereby appoints Spiegel Sohmer Inc. and any of its attorneys its true and lawful attorney to do all acts in order to perfect this assignment.

*Qul*

The Assignee hereby appoints Spiegel Sohmer Inc. as its Agent and Representative for Service with respect to trade-marks identified in Schedule A.

The parties hereby acknowledge that it is their express wish that this Agreement and all documents relating thereto be drawn in the English language only; *les parties reconnaissent que c'est leur volonté expresse que la présente entente et tous les documents y afférents soit rédigés en anglais seulement.*

IN WITNESS WHEREOF, the parties have signed this Agreement in NY, NY on April 16, 2009.

ASSIGNOR:  
Zoo York, LLC

ASSIGNEE:  
3388875 Canada Inc.

Per: Gregg Donnerfeld  
Gregg Donnerfeld

Per: Michael Halickman  
Michael Halickman

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Schedule A

<u>Trademark</u>	<u>U.S. Application Serial No.</u>	<u>Filing Date</u>
THIRD RAIL	77/576,460	September 23, 2008
3RD RAIL	77/634,762	December 17, 2008

BY