

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		General Conveyance	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABN AMRO Bank N.V.		10/09/2008	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toronto-Dominion Bank		
<b>Street Address:</b>	Toronto Dominion Centre, TD Tower		
<b>Internal Address:</b>	55 King Street West		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2602085	CONTESSA	
Registration Number:	2406547	ULTRA DRY	
Registration Number:	2158225	"C"	
Registration Number:	2140259	CAMBRIDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-415-1555		
<b>Email:</b>	mail@specializedpatent.com		
<b>Correspondent Name:</b>	Christopher E. Kondracki		
<b>Address Line 1:</b>	2001 Jefferson Davis, Hwy., Suite 1007		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22202		
<b>ATTORNEY DOCKET NUMBER:</b>	9040800A		

CH \$115.00 2602085

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	06/03/2009

Total Attachments: 4

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## GENERAL CONVEYANCE

This General Conveyance dated October 9, 2008 is made by ABN AMRO BANK N.V. (the "Seller").

### RECITALS

A. The Seller and THE TORONTO-DOMINION BANK (the "Purchaser") are parties to an agreement dated as of October 3, 2008 (the "Purchase Agreement") pursuant to which the Seller has agreed to sell, transfer, convey and assign all of its right, title and interest in and to certain assets to the Purchaser and the Purchaser has agreed to assume certain obligations of the Seller, all on the terms and conditions more particularly set out therein.

B. This General Conveyance (the "Conveyance") is delivered pursuant to Section 8.3 of the Purchase Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Seller, the Seller agrees as follows:

1. **Definitions.** All capitalized terms used but not defined in this Conveyance have the meanings set out in the Purchase Agreement.
2. **Conveyance.** With effect as of the date hereof, the Seller hereby absolutely and irrevocably sells, transfers, conveys and assigns the ABL Assets to the Purchaser, to have and to hold the ABL Assets unto and to the use of the Purchaser. To the extent than any of the ABL Assets are not effectively conveyed for any reason pursuant to this Conveyance, including because a notice, registration or filing has not been completed, the Seller hereby covenants with the Purchaser that it will hold such ABL Assets in trust for the benefit of the Purchaser from and after the date hereof and that it will transfer and assign to the Purchaser such ABL Assets as soon as practicable upon request by the Purchaser. If the Seller fails at any time to execute or deliver any documents that the Purchaser requires pursuant to this Section 2 within two Business Days after request therefor has been made by the Purchaser or such shorter time period is required under the terms of the Loan Documents, then the Purchaser will be entitled to execute and deliver such documents as the attorney of the Seller, and for such purpose the Seller hereby appoints the Purchaser, its successors and assigns, as the Seller's attorneys, with full power of substitution, in the name of the Seller but on behalf of and for the benefit and at the expense of the Purchaser, its successors and assigns, to execute and do any deeds, transfers, conveyances, assignments, assurances and things which the Seller ought to do pursuant to the provisions hereof. This appointment, coupled with an interest, is irrevocable by the Seller and shall not be revoked by the insolvency or bankruptcy of the Seller or by the dissolution, liquidation or other termination of the existence of the Seller or for any other reason.
3. **Further Assurances.** The Seller shall from time to time and at all times hereafter, upon every reasonable request of the Purchaser, promptly execute and deliver or cause to be executed and delivered all such further documents, deeds, assurances and instruments and

shall do or cause to be done all such further acts and things as may be reasonably required by the Purchaser to give effect to this Conveyance.

4. **Delayed Transfer Assets.** Nothing in this Conveyance shall be construed as a transfer, conveyance or assignment by the Seller to the Purchaser of any Non-Assignable Contract. The Seller confirms and acknowledges that the provisions of Section 2.7 of the Purchase Agreement apply and shall continue to apply to all Non-Assignable Contracts.

5. **Inconsistency.** This Conveyance is delivered pursuant to, and is subject to all of the terms and conditions contained in, the Purchase Agreement. In the event of any inconsistency between the provisions of this Conveyance and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

6. **Governing Law.** This Conveyance shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

7. **Severability.** Each of the provisions contained in this Conveyance is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

8. **Successors and Assigns.** This Conveyance shall be binding upon the Seller and enure to the benefit of the Purchaser, and their respective successors and permitted assigns.

9. **Counterparts.** This Conveyance may be signed in counterparts and each counterpart shall be deemed to be an original and such counterparts, taken together, shall constitute one and the same instrument. Counterparts may be executed either in original or faxed form; provided, however that an original of the signed copy of this Conveyance shall promptly be provided to the Purchaser.

**IN WITNESS WHEREOF** the Seller has executed this Conveyance.

ABN AMRO BANK N.V.

By: *Lawrence J. Maloney*  
Name: Lawrence J. Maloney  
Title: Country Executive - Canada

By: *Christiane Vachon*  
Name: *Christiane Vachon*  
Title: *FVP, Corporate Affairs*

**SCHEDULE "A"**

**INTELLECTUAL PROPERTY**

*A. Trademarks*

<b>Country</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Title</b>	<b>Owner/Registrant</b>	<b>Status</b>
USA	76,020,487	2,602,085	Contessa	The Cambridge Towel Corporation (CA)	Live
USA	75,183,454	2,406,547	Ultra Dry	The Cambridge Towel Corporation (CA)	Live
USA	75,169,436	2,158,225	"C"	The Cambridge Towel Corporation (CA)	Live
USA	75,164,123	2,140,259	Cambridge	The Cambridge Towel Corporation (CA)	Live