

**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>
Barmish Inc.		09/18/2009	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jack Victor Limited		
<b>Street Address:</b>	1250 St. Alexandre		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	Quebec H3B 3H6		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2699045	RR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)944-3306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202.944.3307		
<b>Email:</b>	jsplitter@sgbdc.com		
<b>Correspondent Name:</b>	Jenny R. Splitter		
<b>Address Line 1:</b>	1101 30th Street NW, Suite 120		
<b>Address Line 2:</b>	Silverberg, Goldman & Bikoff, LLO		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	JACKVIC/7442		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

CH \$40.00 2699045

**900146254**

**TRADEMARK  
 REEL: 004085 FRAME: 0666**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jenny R. Splitter

Signature:

/jenny r splitter/

Date:

10/27/2009

Total Attachments: 3

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## TRADEMARK ASSIGNMENT

Between:

**BARMISH INC.**, having its registered office located at 5555 Thimens Blvd., Montréal, Québec, H4R 2H4, Canada.

(the "Assignor")

and:

**JACK VICTOR LIMITED**, having its registered office located at 1250 St-Alexandre Street, Montréal, Québec, H3B 2H6, Canada

(the "Assignee")

*(The Assignor and the Assignee collectively called the "Parties").*

Whereas the Assignor is the proprietor and registered owner of the trademark registrations and/or trademark applications set forth on Schedule I annexed hereto (the "Trademarks"); and

Whereas the Assignor has agreed to transfer and assign all rights, title and interest in the Trademarks to the Assignee, the whole pursuant to that certain Asset Purchase Agreement (the "Agreement") dated June 29, 2009 between the Assignor and the Assignee, in accordance with which the Assignor agreed to sell, transfer and assign, and the Assignee agreed to purchase and accept the assets and property of the Assignor described therein, including the Trademarks;

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants of the Agreement, the Parties agree as follows:

- 1) Pursuant to the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, transfers and assigns unto the Assignee all property, rights, benefits, title and interest in and to the Trademarks together with the goodwill therein To Hold the same unto the Assignee absolutely.
- 2) The Assignor further assigns to the Assignee the right to take part in any opposition or litigation related to the Trademarks, and to sue for past infringement and to recover and retain all damages and profits arising therefrom.
- 3) The Assignor further assigns to the Assignee all right and benefits it holds in any contracts, agreements or engagements in any form whatsoever relating to the Trademarks.

- 4) The Assignor covenants and agrees not to contest or oppose the validity of this sale, assignment and transfer nor the validity or ownership to the Assignee of any Trademarks described hereunder.
- 5) The Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of the Assignee which may be required to transfer all of the Assignor's rights, title and interest in and to the said Trademarks and/or the rights thereto to the Assignee, its successors and assigns.
- 6) This agreement and the assignment effected pursuant hereto shall be binding upon the Assignor, its successors and/or assigns, and all others acting by, through, with or under its direction, and all those in privity therewith.
- 7) This agreement may be executed by the parties in separate counterparts (by original or facsimile signature) each of which when so executed and delivered shall be an original, but all of which, when taken together, shall constitute one and the same instrument

In Witness Whereof this agreement has been executed by the authorized representatives of the Parties this 18<sup>th</sup> day of SEPTEMBER, 2009.

BARMISH INC.

by

Name:

Title:

PRESIDENT

JACK VICTOR LIMITED

by

Name: ALAN VICTOR

Title: PRESIDENT

SCHEDULE 1

U.S. TRADEMARKS

Trademarks  
RR AND PALM TREE

Application No.  
75/644731

Registration No.  
2,699,045

MUH: 1702308.1