

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Riviera Inc.		08/05/2009	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Jack Victor Limited
Street Address:	1250 St. Alexandre
City:	Montreal
State/Country:	CANADA
Postal Code:	Quebec H3B 3H6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	0229285	RIVIERA
Registration Number:	2815714	RR
Registration Number:	2809320	RR RIVIERA
Registration Number:	2103661	THE PERFECT SWING
Registration Number:	2699045	RR
Registration Number:	1668580	DESIGN II
Registration Number:	1106158	ZAZU
Serial Number:	78789734	RIVIERA PREMIUM DYES

CORRESPONDENCE DATA

Fax Number: (202)944-3306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202.944.3307
 Email: jsplitter@sbgdc.com
 Correspondent Name: Jenny R. Splitter
 Address Line 1: 1101 30th Street NW, Suite 120

CH \$215.00 0229285

Address Line 4: Washington, DISTRICT OF COLUMBIA 20007

ATTORNEY DOCKET NUMBER:

JACKVIC/7442 BILLED 11/4

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jenny R. Splitter

Signature:

/jenny r splitter/

Date:

11/04/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT

Between:

RIVIERA 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 1 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 5th day of August, 2009.

RIVIERA INC.

Per: _____


JACK VICTOR LIMITED

Per: _____


**SCHEDULE 1
CANADIAN TRADEMARKS**

Trademarks	Application No.	Registration No.
R DESIGN	0898095	TMA 558, 408
R DESIGN	1118990	TMA 596, 415
RIVIERA	0283787	TMA 140, 587
RIVIERA	0428104	TMA 240, 197
RIVIERA	0580535	TMA 345, 846
RIVIERA	0556006	TMA 349, 613
RIVIERA & DESIGN	1118989	TMA 596, 414
THE PERFECT SWING	0700344	TMA 491, 679
ZAZU	0381578	TMA 210, 292
DESIGN II	0667854	TMA 397, 028
RIVIERA PREMIUM DYES	1,285.364	N/A

U.S. TRADEMARKS

Trademarks	Application No.	Registration No.
RIVIERA	71/243975	0,229,285
RR	78/089625	2,815,714
RR RIVIERA	78/089627	2,809,320
THE PERFECT SWING	74/261528	2,103,661
R R AND PALM TREE	75/644731	2699,045
RIVIERA PREMIUM DYES	78/789734	N/A
DESIGN II	74/119401	1,668,580
ZAZU	73/074481	1,106,158

Mi#: 1702037.3