

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Artismo Designs | | 07/20/2010 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | 7550570 Canada, Inc. | | |
| Street Address: | 1401 Saint-Patrick | | |
| City: | Montreal, Quebec | | |
| State/Country: | CANADA | | |
| Postal Code: | H3K 2B7 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3102666 | ART BELLISSIMO | |
| Registration Number: | 3131551 | ARTISSIMO DESIGNS | |
| Registration Number: | 3235603 | ARTISSIMO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (248)566-8531 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 248-566-8530 | | |
| Email: | tmdocketing@honigman.com | | |
| Correspondent Name: | Honigman Miller Schwartz and Cohn LLP | | |
| Address Line 1: | 38500 Woodward Avenue, Suite 100 | | |
| Address Line 4: | Bloomfield Hills, MICHIGAN 48304 | | |
| ATTORNEY DOCKET NUMBER: | 205219-129919 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Julie E. Kretzschmer | | |

CH \$90.00 3102666

900167551

**TRADEMARK
 REEL: 004246 FRAME: 0625**

Address Line 1: 38500 Woodward Avenue, Suite 100
Address Line 4: Bloomfield Hills, MICHIGAN 48304

| | |
|--------------------|------------------------|
| NAME OF SUBMITTER: | Julie E. Kretzschmer |
| Signature: | /Julie E. Kretzschmer/ |
| Date: | 07/22/2010 |

Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

RECITALS

A. 7550570 Canada Inc., a corporation incorporated under the *Canada Business Corporations Act*, (the “**Purchaser**”), Artissimo Designs ULC/Dessins Artissimo ULC, a corporation incorporated under the *Canada Business Corporations Act* and continued under the laws of the Province of Alberta (“**Artissimo**”) and other parties have entered a Stock and Asset Purchase Agreement on July 20, 2010 (the “**Purchase Agreement**”) pursuant to which the Companies (including Artissimo) agreed to sell, transfer, convey and assign to the Buyer (including the Purchaser) all of the Purchased Assets at the exclusion of the Excluded Assets.

B. The Purchased Assets include the Proprietary Rights which are defined as the trademarks, trade and business names, internet domain names, service marks, service names, trade dress, brand identities, program names, software, copyrights, patents, processes, methods of production, industrial designs, graphics, trade secrets, know-how, inventions (whether or not patentable) and other proprietary rights used in the conduct of the Business.

C. The Purchased Assets include the Proprietary Rights owned by Artissimo (the “**Artissimo IP**”), which include, but is not limited to, the inventions, trade-marks, copyrights, patents, patent applications, and industrial designs listed and described in Schedule “A” hereto.

D. Certain portions of the Artissimo IP were previously owned by Chaimberg 5 Holdings Inc. (“Holdco”) and were assigned by Holdco to Artissimo on July 6, 2010 pursuant to an Invention Patent Application, Issued Patent and Industrial Design Agreement between Holdco and Artissimo, a copy of which agreement is attached hereto as Schedule “B”.

E. It is a condition of the closing of the transactions contemplated by the Purchase Agreement that Artissimo executes this Assignment of Intellectual Property Agreement.

FOR VALUE RECEIVED, the parties agree as follows:

1. **Definitions**

Capitalized terms not defined herein have the meanings given to them in the Purchase Agreement.

2. **Assignment of the Artissimo IP**

Subject to and in accordance with the terms and conditions of the Purchase Agreement, for valid consideration, Artissimo hereby irrevocably sells, transfers, conveys and assigns to the Purchaser as of July 20, 2010 (the “**Closing Date**”) all of Artissimo’s right, title and interest in the Artissimo IP, together with the all of Artissimo’s right, title and interest in and to all benefits and other advantages, if any, to be derived therefrom, including, but not limited to, any goodwill

associated with the Artissimo IP and any extension, division, continuation, revalidation, reissue or renewal of patents, patent applications, industrial designs, industrial design applications, copyrights, trade-marks or trade-mark applications.

This assignment of the Artissimo IP is made free and clear of any Encumbrance other than the Permitted Encumbrances.

Artissimo acknowledges that this Assignment of Intellectual Property Agreement can be set up against Artissimo as envisaged in Article 1641 of the *Civil Code of Québec*.

Artissimo hereby expressly waives all moral rights that may have accrued to it as author of any copyrighted works in the Artissimo IP or represents that it has obtained waivers from the authors of any such works, in perpetuity, worldwide.

3. **Further Assurances**

At any time or from time to time after the date hereof, at the reasonable request of the Purchaser, Artissimo and Holdco shall execute and deliver to the Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as the Purchaser may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to the Purchaser and to confirm and perfect the Purchaser's title in, to and under, all of the Artissimo IP, and, to the full extent permitted by law, to put the Purchaser in actual possession and operating control of the Artissimo IP and to assist the Purchaser in exercising all rights with respect thereto.

4. **Inconsistency**

This Assignment of Intellectual Property Agreement is being delivered pursuant to and subject to the terms and conditions of the Purchase Agreement. If there is any inconsistency between this Assignment of Intellectual Property Agreement and the Purchase Agreement, the Purchase Agreement shall prevail.

5. **Enurement**

This Assignment of Intellectual Property Agreement enures to the benefit of and binds the parties hereto and their respective successors and assigns. This Assignment of Intellectual Property Agreement can only be transferred and assigned in accordance with the Purchase Agreement.

6. **Counterparts and Facsimile**

This Assignment of Intellectual Property Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. A party's transmission by facsimile of a copy of this Assignment of Intellectual Property Agreement duly executed by that party shall constitute effective delivery by that party of an executed copy of this Assignment of

Intellectual Property Agreement to the party receiving the transmission. A party that has delivered this Assignment of Intellectual Property Agreement by facsimile shall forthwith deliver an originally executed copy to the other party or parties.

7. Governing Law

This Assignment of Intellectual Property Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable in the Province of Québec.

8. Headings

The division of this Assignment of Intellectual Property Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Assignment and Assumption Agreement.


9. Language

This Assignment of Intellectual Property Agreement has been drafted in the English language at the request of the parties. À la demande des parties, la présente convention a été rédigée en langue anglaise.

[signature page follows]

DATED this 20th day of July, 2010.

7550570 CANADA INC.

By: 
Name: Michael R. Beauregard
Title: Vice-President

**ARTISSIMO DESIGNS ULC/DESSINS
ARTISSIMO ULC**

By: _____
Name:
Title:

CHAIMBERG 5 HOLDINGS INC.

By: _____
20 Name:
Title:

* * * * *

Statement by Witness

I, _____, whose full post office address is _____ was personally present and did see _____ (name of person who signed assignment) who is known to me, execute the Assignment of Intellectual Property Agreement for and on behalf of Artissimo Design ULC and Chaimberg 5 Holdings Inc.

Signed at _____ this ____ day of _____, 2010.

Signature of Witness

DATED this 20th day of July, 2010.

7550570 CANADA INC.

By: _____
Name:
Title:

ARTISSIMO DESIGNS ULC/DESSINS
ARTISSIMO ULC

By: Michael Chaimberg
Name:
Title:

CHAIMBERG 5 HOLDINGS INC.

By: Michael Chaimberg
Name:
Title:

Statement by Witness

I, Marvin Liebman, whose full post office address is 1250 René-Lévesque Blvd W., #1400, Montreal, Quebec, H3B 5K9 was personally present and did see Michael Chaimberg (name of person who signed assignment) who is known to me, execute the Assignment of Intellectual Property Agreement for and on behalf of Artissimo Design ULC and Chaimberg 5 Holdings Inc.

Signed at _____ this ___ day of ___, 2010.

Marvin Liebman
Signature of Witness

ASSIGNMENT OF INTELLECTUAL PROPERTY
AGREEMENT





MBDOCS_5137120.2



Schedule "A"

Description of certain items of the Artissimo IP

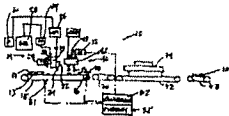
PROPRIETARY RIGHTS OWNED BY THE COMPANIES

Trade-Marks:

| <u>Trade-Mark</u> | <u>Jurisdiction</u> | <u>Appl. No.</u> | <u>Reg. No.</u> |
|--|---------------------|------------------|-----------------|
| ARTISSIMO DESIGNS & LOGO  | Canada | 1,176,663 | TMA651948 |
| ART FOR YOUR LIFESTYLE & DESIGN  | Canada | 1,176,667 | TMA652233 |
| ART BELLISSIMO & palette Design  | Canada | 1,215,542 | TMA653883 |
| ARTISSIMO | Canada | 1,277,068 | TMA677087 |
| ART BELLISSIMO & Design  | U.S.A. | 76/600,596 | 3,102,666 |

| <u>Trade-Mark</u> | <u>Jurisdiction</u> | <u>Appl. No.</u> | <u>Reg. No.</u> |
|---|---------------------|------------------|-----------------|
| ARTISSIMO DESIGNS  | U.S.A. | 76/515,496 | 3,131,551 |
| ARTISSIMO | U.S.A. | 76/650,456 | 3,235,603 |
| artissimo! DESIGNS  | E.U. | 008328775 | 008328775 |
| ARTISSIMO | E.U. | 008328742 | 008328742 |

Patents:

| <u>Title</u> | <u>Jurisdiction</u> | <u>Application No.</u> | <u>Patent No.</u> |
|--|---------------------|------------------------|-------------------|
| SYSTEM AND METHOD OF APPLYING A GEL COAT BRUSH STROKE PATTERN OVER AN IMAGE SURFACE  | Canada | CA20082629848 | Pending |
| COMPOSITE PRINT AND METHOD OF MANUFACTURING ON A PLAQUE | Canada | CA20052521269 | 2,521,269 |

