

**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>
The Cambridge Towel Corporation		05/05/2011	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	7786239 Canada Inc.		
<b>Street Address:</b>	450 Dobbie Drive		
<b>City:</b>	Cambridge, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	N1T 1S7		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2602085	CONTESSA	
<b>Registration Number:</b>	2158225	"C"	
<b>Registration Number:</b>	2140259	CAMBRIDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)345-3299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617.345.3000		
<b>Email:</b>	dpeckham@burnslev.com		
<b>Correspondent Name:</b>	Deborah Peckham		
<b>Address Line 1:</b>	125 Summer Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	KAUFMANLARAMIECAMBRIDGETO		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Deborah Peckham		

CH \$90.00 2602085

**900191626**

**TRADEMARK  
 REEL: 004539 FRAME: 0094**

Address Line 1: 125 Summer Street  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Deborah Peckham
Signature:	/Deborah Peckham/
Date:	05/11/2011
Total Attachments: 3 source=01585942#page1.tif source=01585942#page2.tif source=01585942#page3.tif	

**ASSIGNMENT OF TRADEMARKS**

**BETWEEN:**

**7786239 CANADA INC.,**  
a corporation formed by incorporation  
under the laws of Canada,

(hereinafter referred to as the "Purchaser")

PARTY OF THE FIRST PART;

- and -

**THE CAMBRIDGE TOWEL CORPORATION,**  
a corporation incorporated under  
the laws of the Province of Ontario,

(hereinafter referred to as the "Vendor")

PARTY OF THE SECOND PART.

**RECITALS:**

A. The Purchaser has entered into an asset purchase agreement dated May 5, 2011 (the "Asset Purchase Agreement") with the Vendor to purchase from the Vendor certain property and assets of the Vendor located in Cambridge and Hamilton, including, without limitation, all of the trademarks relating to the Business (the "Trademarks"), all as more particularly set forth in Schedule A attached hereto. Capitalized but undefined terms in this agreement shall have the same meaning herein as are ascribed to them in the Asset Purchase Agreement;

B. The Vendor is seized of the Trademarks described in the schedule annexed hereto, and has contracted and agreed with the Purchaser pursuant to the Asset Purchase Agreement for the absolute assignment to the Purchaser of all right, title and interest of the Vendor in and to the Trademarks, and all the benefits and advantages to be derived therefrom.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration for certain good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Vendor:

1. The Vendor hereby assigns, transfers and sets over unto the Purchaser, and its successors and assigns, all of the right title and interest, in and to the Trademarks, together with all of the benefits and advantages to be derived therefrom.

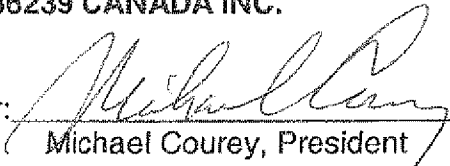
2. The parties hereto agree to execute all such documents and do all such acts, at the cost of the Assignee, as may be necessary to give effect to this assignment of the Trademarks and the recording thereof in Canada and in any other jurisdiction where the Trademarks are registered.

3. The Assignor finally further undertakes that any prior use of these Trademarks made by it or any of its predecessors in title will benefit wholly and exclusively to the Assignee.

**IN WITNESS WHEREOF** the Vendor and the Purchaser have executed and delivered this Agreement.

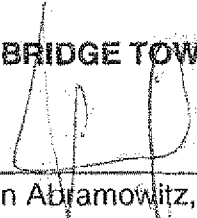
Dated: March 5, 2011

**7786239 CANADA INC.**

Per:   
Michael Courey, President

I have authority to bind the Corporation.

**THE CAMBRIDGE TOWEL CORPORATION**

Per:   
Stan Abramowitz, Secretary

I have authority to bind the Corporation

## LIST OF INTELLECTUAL PROPERTY

### CANADIAN INTELLECTUAL PROPERTY OFFICE: TRADE MARKS

Name	Application number / Registration number
CAMBRIDGE	TMA591252
CONTESSA	TMA558031
CAMBRIDGE KITCHEN FASHIONS	TMA411648
CAMBRIDGE	TMA577711
CAMBRIDGE (design mark)	TMA591582
C DESIGN	TMA402541
ACCENT SHADES & Design	TMA462584
CAMBRIDGE BATH FASHIONS	TMA411649
SILKIENCE PLUS	TMA590017
RADIANCE	TMA560771
SPLENDID	TMA589982
CALDWELL AT HOME	1465418
HOTEL SUITE & SPA	TMA629028

### UNITED STATES PATENT AND TRADEMARK OFFICE: TRADE MARKS

Name	Serial number / Registration number
CONTESSA	2602085
"C"	2158225
CAMBRIDGE	2140259