

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
Clothing for Modern Times Ltd.		01/16/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	7951388 Canada Inc.		
Street Address:	50 Dufflaw Road		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M6A 2W1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3536866	URBAN BEHAVIOR	
Registration Number:	2877165	URBAN BEHAVIOR	
CORRESPONDENCE DATA			
Fax Number:	(734)623-1625		
Phone:	(734) 623-1906		
Email:	cmitchell@dickinsonwright.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Christopher A. Mitchell, Esq.		
Address Line 1:	301 E. Liberty, Suite 500		
Address Line 4:	Ann Arbor, MICHIGAN 48104-2266		
ATTORNEY DOCKET NUMBER:	041278-00104		
DOMESTIC REPRESENTATIVE			
Name:	Christopher A. Mitchell, Esq.		
Address Line 1:	301 E. Liberty, Suite 500		

OP \$65.00 3536866

Address Line 4: Ann Arbor, MICHIGAN 48104-2266

NAME OF SUBMITTER:

Christopher A. Mitchell, Esq.

Signature:

/Chris Mitchell/

Date:

01/18/2012

Total Attachments: 8

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THIS ASSIGNMENT AGREEMENT entered into this 16th day of January, 2012.

B E T W E E N :

CLOTHING FOR MODERN TIMES LTD.

(hereinafter referred to as the "Assignor")

OF THE FIRST PART

-and-

7951388 CANADA INC.

(hereinafter referred to as the "Assignee")

OF THE SECOND PART

WHEREAS under and by virtue of an asset purchase agreement, dated as of the 31st of October, 2011 between the Assignor and the Assignee (the "**Asset Purchase Agreement**"), the Assignor sold to the Assignee certain assets as more particularly described in the Asset Purchase Agreement, including without limitation the registered trademarks described in Schedule "A" attached hereto (the "**Trademarks**");

AND WHEREAS the Assignee is desirous of acquiring the right to use the Trademarks;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration now paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby sells, assigns, and transfers to the Assignee the whole right, title, and interest of the Assignor in and to the Trademarks and the registrations thereof, together with the goodwill of the business relating to the goods and/or services in respect of which the Trademarks are registered to the Assignor, the same to be held as fully by the Assignee as the same would have been held by the Assignor had this Assignment not been made.
2. The Assignor covenants and agrees with the Assignee, its successors, and assigns, that it will from time to time and at all times hereafter, at the Assignee's expense, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Assignee, its successors and assigns, for more effectually and completely vesting in the Assignee, its successors and assigns, the Trademarks and goodwill hereby sold, assigned and transferred in accordance with the terms hereof.
3. In order to better effectuate this Assignment Agreement, the Assignor hereby irrevocably appoints the Assignee or its respective agent, with full power of substitution, to be the attorneys of the Assignor for and in the name of the Assignor, to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, instruments, demands, assignments, assurances, consents, acts, matters or things required to give full effect to this Assignment Agreement or to perfect or record the interest of the Assignee in the Trademarks or to maintain the registration or recording of the Trademarks.

4. The Assignor hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all registrations or certificates which may be granted upon any of the Trademarks in the name of the Assignee, as the assignee to the entire interest therein.
5. To the extent that there is a conflict between the terms and provisions of this Assignment Agreement and the terms and the provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern. In the event that there is a conflict between the terms and provisions of this Assignment Agreement or the terms and provisions of the Asset Purchase Agreement and the Approval and Vesting Order, the terms and provisions of the Approval and Vesting Order will govern.
6. This Assignment Agreement shall be binding and enure to the benefit of the Assignor and the Assignee and their respective successors and permitted assigns.
7. This Assignment Agreement shall be governed by the laws of the Province of Ontario and to the extent applicable, by the laws of Canada.
8. This Assignment Agreement may be executed in counterparts, and acceptance of this Assignment Agreement may be provided by facsimile transmission or email transmission in PDF format and, on such execution and transmission, this Assignment Agreement shall be binding on the parties with the same force and effect as if originally executed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF this Agreement has been executed by the Assignor and the Assignee on the day and the year first above written.

7951388 CANADA INC.

Per: 

Name: Eric Grant

Title: CEO

Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

CLOTHING FOR MODERN TIMES LTD.

Per: 

Name: Chris Johnson

Title: C.F.O.

I have authority to bind the corporation.

[SIGNATURE PAGE]

TRADEMARK
REEL: 004700 FRAME: 0148

SCHEDULE "A"

Intellectual Property

Registered Trademarks owned by Debtor

See attached.

Website(s) registered to the Debtor
Domain name: www.urbanbehavior.com
IP address: 72.47.224.92

All Urban Behavior intellectual property including, without limitation registered or unregistered service marks, trademarks, trademark applications and registrations, trade names, brand names, copyrights, copyright applications and registrations, logos, industrial designs, patents, patents applications, and registrations, patent rights, licences or sub-licences, franchises, formulae, processes, technology, trade secrets and all other intellectual or industrial property, whether domestic or foreign, in whole or in part, together with all drawings, plans, specifications and other documents relating thereto and including the Intellectual Property related to Urban Behavior only shown on the attached Schedule "1". For greater certainty, Intellectual Property related to Costa Blanca X is not included in the foregoing.

SCHEDULE "1"

Doc#1413184v1

TRADEMARK
REEL: 004700 FRAME: 0150

Country	Trademark Words / Designs	Trademark Application / Registration No.	Classes	Registration Date	Expiration of Use Due Date	Renewal Date	Owner	Lawyer	Comments
USA	UMBRA BEHAVIOR	43916	35	12/26/09		4/26/17			May 8, 2004 - trademark report June 21, 2010 - trademark has been maintained Nov 5, 2008 - trademark application accepted Jan 7, 2008 - published for opposition purposes Jul 20, 2008 - trademark registered
USA	UMBRA BEHAVIOR	43917	35	20 Jul-08		4-Apr-17			Mar 11, 2010 - signed state for quick on registering in Texas courts June 17, 2010 - SShibler sends back a quote June 21, 2010 - Signed notice confirmation from Att to proceed June 22, 2010 - request Shibler for trademark
Kazakhstan	Urosn Baiterek							Shibler	Apr 11, 2010 - request Shibler for trademark & fee by mail Apr 12, 2010 - Shibler provided card (1500 USD / trademark) & signed agreement to proceed Apr 14, 2010 - Shibler request Proba step Power of Attorney form, part II of Part II Oct 7, 2010 - received copies of trademark application
Russia									
UK									
PERU									
Spain									

TRADEMARK

REEL: 004700 FRAME: 0153

RECORDED: 01/18/2012