

## 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
Buffalo International ULC		02/01/2013	Unlimited Liability Company: CANADA
RECEIVING PARTY DATA			
Name:	1724982 Alberta ULC		
Street Address:	400 Sauve Street West		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3L 1Z8		
Entity Type:	Unlimited Liability Company: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85480890	JEANIUS BY BUFFALO JEANS	
Serial Number:	85480876	JEANIUS BY BUFFALO JEANS	
Serial Number:	85480867	JEANIUS BY BUFFALO JEANS	
CORRESPONDENCE DATA			
Fax Number:	2123910127		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-730-0030		
Email:	trademarks@iconixbrand.com		
Correspondent Name:	Andrew R. Tarshis		
Address Line 1:	Iconix Brand Group, Inc., 1450 Broadway		
Address Line 2:	3rd Floor		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	ASSIGNMT-BUFF-2ND		

CH \$90.00 85480890

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Andrew R. Tarshis
Signature:	/andrew r. tarshis/
Date:	05/22/2013

Total Attachments: 4

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## DEED OF ASSIGNMENT

This deed of Assignment is effective this 1<sup>st</sup> day of February, 2013.

Between

**BUFFALO INTERNATIONAL ULC**, a company duly incorporated under the laws of Alberta, with a place of business at 1900, 215 - 9th Avenue SW, Calgary, Province of Alberta, T2P 1K3, Canada.

(Hereinafter referred to as the "Assignor") and

**1724982 ALBERTA ULC**, a company duly incorporated under the laws of Alberta, with a place of business at 400 Sauvé Street West, Montreal, Province of Quebec, H3L 1Z8, Canada.

(Hereinafter referred to as the "Assignee")

Whereas:

- ◆ The Assignor is the sole and exclusive proprietor of the trademarks, which are set out in Schedule A attached hereto (hereinafter referred to as the "Trademarks");
- ◆ The Assignor wishes to assign the ownership and all rights existing in the Trademarks including the related goodwill, to the Assignee upon the terms set out hereafter;
- ◆ The Assignee hereby accepts such assignment subject to the terms and conditions set out below.

*Now this deed witnesses as follows:*

### 1. ASSIGNMENT

The Assignor hereby assigns unto the Assignee the Assignor's full rights, titles and interests in respect with the Trademarks, and the goodwill of the business connected and/or associated with the use thereof and symbolized thereby, and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements, with full effect upon signature by both parties of this deed of assignment. The present assignment is made for US\$10.00 and other good and valuable considerations, the receipt of which is hereby acknowledged.

### 2. ASSIGNOR'S OBLIGATIONS

The Assignor agrees with the Assignee at the direction and expense of the Assignee to execute or procure to execute any further documents that the Assignee may reasonably require to give effect to this Assignment and enable the Assignee to record the assignment contemplated by this deed.

3. NO VARIATION

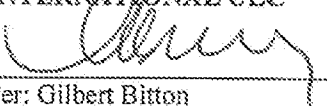
Any variation to this assignment shall be binding as between the parties only if it is recorded in a written document as a deed by or on behalf of the parties hereto.

4. COUNTERPART

This assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.


EXECUTED AND DELIVERED AS A DEED THE DATE HEREINABOVE WRITTEN.

The Assignor,  
**BUFFALO  
INTERNATIONAL ULC**

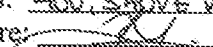


Per: Gilbert Bitton  
Title: President

Witness

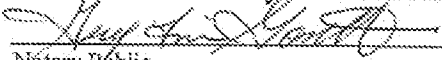
Name: Agata Kotras  
Nationality: CANADIAN  
Address: 400 SAUVE W., Montreal, Quebec  
Signature: 

Witness

Name: TERESITA BOUSSEN  
Nationality: CANADIAN  
Address: 400 SAUVE W., MONTREAL, QUEBEC  
Signature: 

On the 15<sup>th</sup> day of May, 2013 before me, Guyline Goulet, a notary public, personally appeared Gilbert Bitton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument with the authority to execute this document on behalf of Buffalo International ULC, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public



The Assignee,  
1724982 ALBERTA ULC  
Andrew R. Tarshis  
Per: Andrew R. Tarshis  
Title: Director

Witness

Name: TRACY SOINGER  
Nationality: USA  
Address: 1450 Broadway N/NY  
Signature: [Signature]

Witness

Name: [Signature]  
Nationality: USA  
Address: 1450 Broadway N/ NY  
Signature: [Signature]

On the 10th day of May, 2013 before me, Wes Matthews, a notary public, personally appeared Andrew R. Tarshis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument with the authority to execute this document on behalf of Buffalo International ULC, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public

WES MATTHEWS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA6272331  
Qualified in Kings County  
My Commission Expires November 19, 2016

