

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRICEWATERHOUSECOOPERS INC., receiver for Fletcher Leisure Group Inc.		11/18/2013	TRUSTEE: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	8687463 Canada Inc.
<b>Street Address:</b>	850 McCaffrey Street
<b>City:</b>	Montreal, Quebec
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H4T 1N1
<b>Entity Type:</b>	CORPORATION: CANADA

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4374430	WORN BY TOUR PROFESSIONALS WORLDWIDE
Registration Number:	4200663	COOLLITE
Registration Number:	4120293	FOR YOUR FREEDOM OF PLAY
Registration Number:	3385374	SUNICE
Registration Number:	3188940	WX TECH
Registration Number:	3990777	SIARAS
Registration Number:	3820985	CLIMALOFT
Registration Number:	3987679	FLEXVENT
Registration Number:	3614386	STORMPACK
Registration Number:	3518877	A   U   R
Registration Number:	1522702	AUREA
Registration Number:	1498709	SUN ICE
Registration Number:	1499636	SUN ICE

## CORRESPONDENCE DATA

Fax Number: 8667231168

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Email: fay.obrien@obrientm.com

Correspondent Name: Fay O'Brien

TRADEMARK

**Address Line 1:** 688 Tweedsmuir Avenue  
**Address Line 4:** Ottawa, Ontario, CANADA K1Z5P6

**ATTORNEY DOCKET NUMBER:** 102-100.GEN

**NAME OF SUBMITTER:** Fay O'Brien

**SIGNATURE:** /fay obrien/

**DATE SIGNED:** 07/08/2014

**Total Attachments: 14**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT AGREEMENT (this "Agreement") is executed and delivered as of November 18, 2013 by and between PRICEWATERHOUSECOOPERS INC., solely in its capacity as court-appointed receiver (the "Vendor") to the assets of FLETCHER LEISURE GROUP INC. and FLETCHER LEISURE GROUP LTD. (collectively, the "Companies"), and 8687463 CANADA INC. (the "Purchaser").

### WHEREAS:

- A. Pursuant to orders of the Canadian Court dated October 22, 2013, the Vendor was appointed as receiver to the assets of the Companies;
- B. On the terms and subject to the conditions of the letter agreement dated as of November 1, 2013 between Fame Jeans Inc. ("Fame") and the Vendor (as amended by letter agreement dated November 5, 2013 between Fame and the Vendor, and as may be further amended, modified, or supplemented from time to time, the "Purchase Agreement"), Fame agreed to purchase and the Vendor agreed to sell all of the Companies' and the Vendor's right, title and interest, if any, in and to the Purchased Assets; and
- C. Pursuant to the Assignment and Assumption Agreement dated the date hereof between Fame and the Purchaser, Fame's right, title and interest in and to the Purchase Agreement was assigned to the Purchaser, without novation.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

Section 1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given to them in the Purchase Agreement.

Section 2. Assignment of Intellectual Property. Effective as of the date hereof, in accordance with the terms and conditions of the Approval Orders and on the terms and subject to the conditions of the Purchase Agreement, the Vendor hereby assigns, transfers and sets over to the Purchaser all of the Companies' and the Vendor's right, title and interest, if any to the extent that same may be assigned, in and to the Intellectual Property, including without limitation the intellectual property listed on **Schedule "A"** hereto. The Purchaser hereby accepts the foregoing assignment from the Vendor. Until its discharge as receiver of the Companies, the Vendor undertakes and agrees to execute, at the expense of the Purchaser, such further assurances as may reasonably be required in order to permit the Purchaser to hold and enjoy the Intellectual Property assigned hereunder and to obtain the recording of this Assignment.

Section 3. As-Is, Where-Is. The Purchaser hereby acknowledges and agrees that the assignment contemplated in this Agreement is on an "as is, where is" basis in accordance with Section 7.3 of the Purchase Agreement.

Section 4. Binding on Successors; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns. This Agreement is not intended to confer any rights or remedies upon any person other than the parties hereto and their successors in interest and permitted assigns.

Section 5. Paramountcy. This Agreement is delivered pursuant to and is subject to all of the terms and conditions contained in the Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any of the undersigned by facsimile or "pdf" e-mail transmission shall be as effective as delivery of a manually executed copy of this Agreement by such undersigned.

Section 7. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the Province of Quebec and the laws of Canada applicable therein.

Section 8. Language. The parties acknowledge that they have required that this Agreement be prepared in English. *Les parties reconnaissent avoir exigé que la présente convention soient rédigés en anglais.*

[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned hereby execute this Agreement the day and year first above written.

**8687463 CANADA INC.**

By: 

Name: Alen Brandman

Title: President

**PRICEWATERHOUSECOOPERS INC.**, solely  
in its capacity as court-appointed receiver to the  
assets of **FLETCHER LEISURE GROUP INC.**  
and **FLETCHER LEISURE GROUP LTD.**

By: \_\_\_\_\_

Name: Claudio Filippone

Title: Senior Vice President

**IN WITNESS WHEREOF**, the undersigned hereby execute this Agreement the day and year first above written.

**8687463 CANADA INC.**

By: \_\_\_\_\_  
Name: Alen Brandman  
Title: President

**PRICEWATERHOUSECOOPERS INC.**, solely in its capacity as court-appointed receiver to the assets of **FLETCHER LEISURE GROUP INC.** and **FLETCHER LEISURE GROUP LTD.**

By: \_\_\_\_\_  
Name: Claudio Filippone  
Title: Senior Vice President





*Signature Page to Assignment of Intellectual Property*



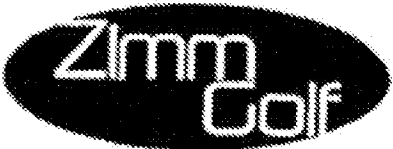

Schedule "A"

**I. REGISTERED TRADE-MARKS**


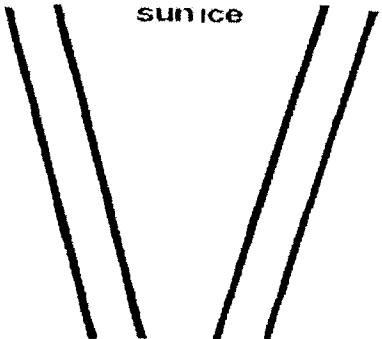
**A. Canada**

**1. Active Trade-Marks**

<b>Owner</b>	<b>Trade-mark</b>	<b>Registration No</b>
Fletcher Leisure Group Inc.	 SI & design	TMA494105
Fletcher Leisure Group Inc.	<b>AUREUS</b>	TMA332892
Fletcher Leisure Group Inc.	<b>BIOVELOCITY COMPRESSION TECHNOLOGY</b>	TMA675468
Fletcher Leisure Group Inc.	 FLOW-DRY Design	TMA665879
Fletcher Leisure Group Inc.	<b>CLIMALOFT</b>	TMA803490
Fletcher Leisure Group Inc.	<b>PROTEK</b>  PROTEK 3L Design	TMA820755
Fletcher Leisure Group Inc.	 <b>SUN ICE</b> SUN ICE; DESIGN	TMA302455
Fletcher Leisure Group Inc.	<b>SUN ICE CLUB</b>	TMA495594


Owner	Trade-mark	Registration No
Fletcher Leisure Group Inc.	 <b>SUNICE</b> SUNICE & V Design	TMA664076
Fletcher Leisure Group Inc.	<b>SIARAS</b>	TMA404390
Fletcher Leisure Group Inc.	<b>AUREA</b>	TMA675926
Fletcher Leisure Group Inc.	 <b>FLEXVENT &amp; Diamond Design</b>	TMA788221
Fletcher Leisure Group Inc.	<b>FOR YOUR FREEDOM OF PLAY</b>	TMA794065
Fletcher Leisure Group Inc.	<b>EQUIPMENT YOU CAN WEAR</b>	TMA683732
Fletcher Leisure Group Inc. Le Groupe de Loisirs Fletcher Inc.	<b>WxTech</b>	TMA593966
Fletcher Leisure Group Inc.	<b>COOLLITE</b>	TMA799462
FLETCHER LEISURE GROUP INC.	 <b>ZIMM GOLF &amp; Design</b>	TMA593995
Fletcher Leisure Group Inc.	<b>STORMPACK</b>	TMA416194
Fletcher Leisure Group Inc.	 <b>SUNICE</b> Be out there. <b>SUNICE BE OUT THERE &amp; V Design</b>	TMA664191
Fletcher Leisure Group Inc.	<b>WORN BY TOUR PROFESSIONAL S WORLDWIDE</b>	TMA830173





Owner	Trade-mark	Registration No
Fletcher Leisure Group Inc.	 <p><b>WORN BY TOUR PROFESSIONALS WORLDWIDE &amp; World Design</b></p>	TMA830176
Fletcher Leisure Group Inc.	<p><b>A   U   R</b></p> <p><b>AUR &amp; Lines Design</b></p>	TMA708006
Fletcher Leisure Group Inc.	<p><b>BE OUT THERE</b></p>	TMA663533
Fletcher Leisure Group Inc.	<p><b>LINKS EDITION</b></p>	TMA466676
Fletcher Leisure Group Inc.	 <p><b>SUN ICE &amp; STRIPES DESIGN</b></p>	TMA302456
Fletcher Leisure Group Inc.	<p><b>SUN ICE</b></p> <p><b>SUN ICE DESIGN</b></p>	TMA552006
FLETCHER LEISURE GROUP INC.	<p><b>JOURNEYMAN</b></p>	TMA587662
Fletcher Leisure Group Inc.	<p><b>SUN ICE GOLF</b></p>	TMA501371

2. Inactive Trade-marks

Owner	Trade-mark	Application No.	Status
FLETCHER LEISURE GROUP INC.	<b>CALECHE</b>	0487296	ABANDONED
FLETCHER LEISURE GROUP INC.	<b>HOOD RIVER</b>	0616399	ABANDONED
FLETCHER LEISURE GROUP INC.	<b>PRO-SELECT</b>	0600356	ABANDONED
FLETCHER LEISURE GROUP INC.	<b>MUIRFIELD</b>	0491849	ABANDONED
Fletcher Leisure Group Inc.	 <b>SIARAS &amp; DESIGN</b>	0637945	CANCELLED
FLETCHER LEISURE GROUP INC. LE GROUPE DE LOISIRS FLETCHER INC.	 <b>GDL DESIGN</b>	0394390	EXPUNGED
FLETCHER LEISURE GROUP, INC.	 <b>CANADIAN OPEN &amp; DESIGN</b>	0641674	ABANDONED
Fletcher Leisure Group Inc.	<b>E-COTTON</b>	1410068	ABANDONED - SECTION 40(3)
FLETCHER LEISURE GROUP INC.	 <b>SPORTSWEAR</b> <b>FLETCHER SPORTSWEAR &amp; DESIGN</b>	0580275	EXPUNGED





Owner	Trade-mark	Application No.	Status
FLETCHER LEISURE GROUP INC.	 <p><i>Lady Fletcher</i> ACTIVE SPORTSWEAR LADY FLETCHER &amp; DESIGN</p>	0532178	EXPUNGED
FLETCHER LEISURE GROUP INC. LE GROUPE DE LOISIRS FLETCHER INC.	<p><b>CANADIAN OPEN SPORTSWEAR</b></p>	0471832	EXPUNGED
Fletcher Leisure Group Inc.	 <p><b>UMBRELLA &amp; ARROW DESIGN</b></p>	0636486	EXPUNGED
FLETCHER LEISURE GROUP INC.	<p><b>GSC</b></p>	0514167	ABANDONED
FLETCHER LEISURE GROUP INC.	 <p><b>CARRIAGE DESIGN</b></p>	0417442	EXPUNGED
FLETCHER LEISURE GROUP INC., (TRANSFEREE OF: CLUETT, PEABODY CANADA INC.)	<p><b>HIFLY</b></p>	0509023	ABANDONED





Owner	Trade-mark	Application No.	Status
Fletcher Leisure Group Inc.	<b>SPORT STYLE ENTREPÔT - GOLF, SKI &amp; MODE</b>	1412685	ABANDONED - SECTION 40(3)
FLETCHER LEISURE GROUP INC.	<b>TOUR SELECT</b>	0610013	ABANDONED
FLETCHER LEISURE GROUP INC.	<b>CANADA OPEN</b>	0433388	EXPUNGED
FLETCHER LEISURE GROUP INC.	<b>WOODHOODS</b>	0488908	EXPUNGED
FLETCHER LEISURE GROUP INC.	 <b>Fletcher</b> ACTIVE SPORTSWEAR <b>FLETCHER &amp; DESIGN</b>	0532179	ABANDONED
FLETCHER LEISURE GROUP, INC.	 <b>Canadian Open</b> CANADIAN OPEN & DESIGN	0627327	ABANDONED
FLETCHER LEISURE GROUP INC.	<b>GOLFACTORY</b>	0512974	EXPUNGED
Fletcher Leisure Group Inc.	 <b>UMBRELLA &amp; DESIGN</b>	0636487	EXPUNGED

Owner	Trade-mark	Application No.	Status
FLETCHER LEISURE GROUP INC.	<b>ROBIKSKINS</b>	0512976	EXPUNGED
Fletcher Leisure Group Inc.	 <b>SIARAS SUN ICE ALL REASONS ALL SEASONS &amp; DESIGN</b>	0636488	CANCELLED
FLETCHER LEISURE GROUP INC.	 <b>ROBIKSKINS DESIGN</b>	0512975	EXPUNGED
FLETCHER LEISURE GROUP INC. LE GROUPE DE LOISIRS FLETCHER INC.	<b>ALTITUDE</b>	0422720	EXPUNGED
FLETCHER LEISURE GROUP INC. LE GROUPE DE LOISIRS FLETCHER INC.	<b>TRADITION</b>	0420450	EXPUNGED
FLETCHER LEISURE GROUP INC.	<b>ACCUPATH</b>	0653391	ABANDONED



**B. United States**

**1. Active Trade-Marks**

Owner	Trade-mark	Registration No.
Fletcher Leisure Group Inc.	 WORN BY TOUR PROFESSIONALS WORLDWIDE	4374430
Fletcher Leisure Group Inc.	COOLLITE	4200663
Fletcher Leisure Group Inc.	FOR YOUR FREEDOM OF PLAY  FOR YOUR FREEDOM OF PLAY	4120293
Fletcher Leisure Group Inc.	 SUNICE	3385374
Fletcher Leisure Group Inc.	 WX TECH	3188940
Fletcher Leisure Group Inc.	 V SUNICE BE OUT THERE.	3677964

Owner	Trade-mark	Registration No.
Fletcher Leisure Group Inc.	 V SUNICE BE OUT THERE.	3369416
Fletcher Leisure Group Inc.	BIOVELOCITY COMPRESSION TECHNOLOGY  BIOVELOCITY COMPRESSION TECHNOLOGY	3264341
Fletcher Leisure Group Inc.	SIARAS	3990777
Fletcher Leisure Group Inc.	CLIMALOFT	3820985
Fletcher Leisure Group Inc.	 FLEXVENT	3987679
Fletcher Leisure Group Inc.	STORMPACK	3614386
Fletcher Leisure Group Inc.	  A U R	3518877
FLETCHER LEISURE GROUP INC	AUREA	1522702
FLETCHER LEISURE GROUP INC.	SUN ICE	1498709
(FLETCHER LEISURE GROUP INC.	  SUN ICE	1499636

2. Inactive Trade-marks

Owner	Trade-mark	Serial No. / Reg. No.	Status
Fletcher Leisure Group Inc.	EQUIPMENT YOU CAN WEAR  EQUIPMENT YOU CAN WEAR	78869355	abandoned
Fletcher Leisure Group Inc.	BE OUT THERE  BE OUT THERE	78715756	ABANDONED
Fletcher Leisure Group Inc.	FLOW-DRY  FLOW-DRY	78675397	ABANDONED
Fletcher Leisure Group Inc.	<i>JOURNEYMAN</i>  JOURNEYMAN	78417910	ABANDONED
Fletcher Leisure Group Inc.	<b>PROTEK</b>  PROTEK 3L	77859126	ABANDONED
Fletcher Leisure Group Inc.	E-COTTON	77675953	ABANDONED
(FLETCHER LEISURE GROUP INC.	  SI	73648420 / 1496828	CANCELLED

C. Other countries

Country	CURRENT OWNER	Trademark	APPL NO	REGN NO	STATUS	REGN DATE
Australia	FLETCHER LEISURE GROUP INC	AUR Design	1183859	1183859	Registered	25-JUN-2007
Australia	FLETCHER LEISURE GROUP INC	AUREUS	444547	444547	Registered	REG 30-APR-1986
Australia	FLETCHER LEISURE GROUP INC	BE OUT THERE	1076832	1076832	Registered	21-SEP-2005
Australia	FLETCHER LEISURE GROUP INC	BIOVELOCITY COMPRESSION TECHNOLOGY	1066479	1066479	Registered	25-JUL-2005

Erreur ! Nom de propriété de document inconnu.