

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West 49 Inc.		02/05/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	8674329 Canada Inc.		
Street Address:	50 Dufflaw Road		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M6A 2W1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85072848	WEST 49	
CORRESPONDENCE DATA			
Fax Number:	3122220818		
<i>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.</i>			
Phone:	312-222-0800		
Email:	lwdemarte@michaelbest.com		
Correspondent Name:	Luke DeMarte		
Address Line 1:	Michael Best & Friedrich LLP		
Address Line 2:	180 N. Stetson Ave., Suite 2000		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	WEST 49		
NAME OF SUBMITTER:	Luke DeMarte		
SIGNATURE:	/luke demarte/		
DATE SIGNED:	07/11/2014		
Total Attachments: 6			
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OP \$40.00 85072848

TRADEMARK

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BY AND BETWEEN:

West 49 Inc., a corporation incorporated under the laws of Ontario, having its head office at 5555 North Service Road, Burlington, Ontario, L7L 5H7, hereinacting and represented by Lucio Di Clemente, its President, duly authorised hereto as he hereby declares (hereinafter called the "**Assignor**")

AND

8674329 Canada Inc., a corporation incorporated under the laws of Canada, having its head office at 50 Dufflaw Road, Toronto, Ontario M6A 2W1, hereinacting and represented by Michael Goldgrub, its President, duly authorised hereto as he hereby declares (hereinafter called the "**Assignee**")

WHEREAS Assignor is the registered owner of the trademark registrations and applications hereinafter more fully described and set forth in the Schedule attached hereto (hereinafter called the "**Trademarks**"); and

WHEREAS pursuant to an asset purchase agreement (as amended, the "**Asset Purchase Agreement**") dated October 29, 2013 between the Assignor, the Assignee, YM Inc. (Sales), and Billabong International Limited, Assignor has agreed to transfer and assign to Assignee all of Assignor's rights, title and interest in and to the Trademarks, which transfer and assignment Assignee has agreed to accept, the whole subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, for ten Canadian Dollars (CAD \$10.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged:

1. THE ASSIGNOR HEREBY ASSIGNS TO ASSIGNEE effective February 5, 2014, the entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolised by and associated with the Trademarks, including the right to take action for any infringements that occurred prior to or after the date of this Assignment, whether the infringement be an infringement under Trademark law or common law or other law.

2. The Assignee hereby undertakes and agrees to forthwith make whatever applications are required to have the present transfer and assignment of the Trademarks duly filed with the Trademarks Office(s) and to do so at its sole cost and expense, to the exoneration of the Assignor.
3. The Assignor agrees and undertakes not to contest, attack or challenge the ownership, validity or use by the Assignee, or any of its successors, assigns or transferees, of the Trademarks, or assist a third party in so doing, or oppose any applications filed, or contest, attack or challenge any registrations obtained in respect of the Trademarks.
4. Upon the request from time to time of the Assignee the Assignor shall execute all such further conveyances, bills of sale, transfers, assignments, notices and other documents and use all reasonable efforts to secure all necessary consents and approvals as, in the reasonable opinion of the Assignee, may be necessary to effectively vest title to the Trademarks in the Assignee or otherwise to protect or perfect any rights of the Assignee in the Trademarks.
5. To the extent that there is a conflict between the terms and provisions of this Agreement and the Asset Purchase Agreement, the terms and the provisions of the Asset Purchase Agreement shall govern.
6. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party) and permitted assigns.
7. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
8. This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.
9. This Agreement, as well as any and all accessory documentation, has been drawn in the English language at the specific request of the parties hereto.

Ce contrat, ainsi que tous les documents accessoires audit contrat ont été rédigés en langue anglaise à la demande spécifique des parties.

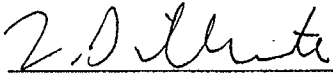
[Signature pages follow.]

DATED February 5th, 2014

ASSIGNOR:

West 49 Inc.

by its authorised representative:



Lucio Di Clemente

President

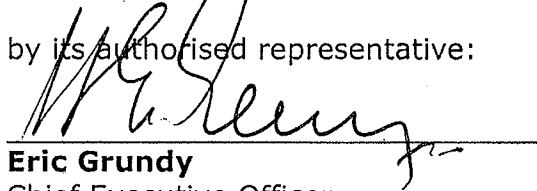
Signature page to Assignment of Trademarks

TRADEMARK
REEL: 005321 FRAME: 0420

ASSIGNEE:

8674329 Canada Inc.

by its authorised representative:

A handwritten signature in black ink, appearing to read 'Eric Grundy', is written over a horizontal line.

Eric Grundy

Chief Executive Officer

Signature page to Assignment of Trademarks

TRADEMARK
REEL: 005321 FRAME: 0421

SCHEDULE
TRADEMARK REGISTRATIONS

Country	Trademark	Trademark Number	Classes	Status
Canada	49 DAYS	1509237	25, 28, 35	Allowed
Canada	AMNESIA	561063	25	Registered
Canada	AMNESIA	546120	35	Registered
Canada	ARSENIC	536929	25, 35	Registered
Canada	ARSENIC Device	535213	25, 35	Registered
Canada	BOMB BEARINGS	800970	18, 25, 28	Registered
Canada	BOMB BEARINGS	749412	28, 25	Registered
Canada	BUTTER	536550	25	Registered
Canada	BUTTER (stylised)	569037	25	Registered
Canada	DUKE'S NORTHSHORE	730151	25	Registered
Canada	HEART Device	687003	18, 25	Registered
Canada	PATTON TRUCK CO.	800969	25, 28	Registered
Canada	PSYCHO SYSTEM	572522	25	Registered
Canada	PSYCHO(SIS)	572521	25	Registered
Canada	SONG Device	534627	3, 18, 25	Registered
Canada	WEST 49	601088	18, 25, 28, 35	Registered
China	REWIND	5413659	9	Registered
China	REWIND	5413660	18	Registered
China	REWIND	5413661	25	Registered
China	VEXY	5402017	9	Registered
China	VEXY	5402053	18	Registered
China	VEXY	5402018	25	Registered

Country	Trademark	Trademark Number	Classes	Status
EU	VEXY	4976973	9, 18, 25, 26	Registered
Germany	REWIND	39623203	25	Registered
Hong Kong	VEXY	300608139	9, 18, 25	Registered
Taiwan	VEXY	1262125	9, 18, 25	Registered
Thailand	VEXY	TM283595	9	Registered
Thailand	VEXY	TM264748	18	Registered
Thailand	VEXY	TM264749	25	Registered
USA	WEST 49	85072848	9, 14, 18, 25, 28, 35	Allowed
USA	VEXY	3334415	25	Registered