

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328179

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
7081928		05/08/2012	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAROLE MARTIN COMFORT WEAR INC.		
<b>Street Address:</b>	28 Lindsay Avenue		
<b>City:</b>	Dorval		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H9P 2T8		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4086619	CAROLE MARTIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7168191510		
<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>			
<b>Phone:</b>	716-848-1225		
<b>Email:</b>	wmay@hodgsonruss.com		
<b>Correspondent Name:</b>	Hodgson Russ LLP		
<b>Address Line 1:</b>	The Guaranty Building		
<b>Address Line 2:</b>	140 Pearl Street, Suite 100		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14202		
<b>ATTORNEY DOCKET NUMBER:</b>	059808.00000		
<b>NAME OF SUBMITTER:</b>	William C. May		
<b>SIGNATURE:</b>	/William C. May/		
<b>DATE SIGNED:</b>	01/07/2015		
<b>Total Attachments: 3</b>			
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**AGREEMENT OF PURCHASE AND SALE ENTERED INTO AS OF MAY 8, 2012**

**BETWEEN:** 7081928 CANADA INC., a corporation duly incorporated under the laws of Canada, herein represented by Robert Dubé, director, duly authorized as he so declares  
  
(hereinafter referred to as the "VENDOR")

**AND:** CAROLE MARTIN COMFORT WEAR INC., a corporation duly incorporated under the laws of Canada, represented herein by Michael P. Zinay, director, duly authorized as he so declares  
  
(hereinafter referred to as the "PURCHASER")

**WHEREAS** the VENDOR is the beneficial owner of the trade-mark "Carole Martin" registered with the Canadian Intellectual Property Office under No. TMA 264010 on November 6, 1981 and with the United States Patent and Trademark Office under registration no. 4086619 on January 17, 2012 (the "TRADE-MARK");

**WHEREAS** the PURCHASER wishes to purchase and the VENDOR wishes to sell the TRADE-MARK to the PURCHASER for a consideration equal to the fair market value thereof; and

**WHEREAS** the parties intend that section 85 of the Income Tax Act (Canada) and the corresponding sections of the Quebec Taxation Act shall apply to the sale of the TRADE-MARK;

THE PARTIES AGREE AS FOLLOWS:

1. The preamble is true and correct and forms part of this agreement.
2. The VENDOR hereby sells, transfers and assigns the TRADE-MARK to the PURCHASER under the terms and conditions hereinafter set forth.
3. The consideration for the sale of the TRADE-MARK is FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), payable by the allotment and issuance by the PURCHASER to the VENDOR of four hundred thousand (400,000) fully-paid and non-assessable Class D preferred shares of the capital stock of the PURCHASER having an aggregate stated capital of ONE DOLLAR (\$1.00) and an aggregate redemption value of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), receipt of a share certificate issued by the PURCHASER being hereby acknowledged by the VENDOR.
4. The VENDOR makes and extends the following representations, warranties and covenants, all of which are essential to this agreement, and without which this agreement would not have been made:

- (a) The TRADE-MARK is the property of the VENDOR and the VENDOR has the complete and exclusive right and authority to sell, transfer, assign and deliver the TRADE-MARK to the PURCHASER, which shall acquire good, marketable and uncontestable title to the TRADE-MARK;
- (b) The TRADE-MARK is free and clear of any liens, encumbrances, security interests, pledges, charges or rights of any third parties of any nature whatsoever.
- (c) There are no outstanding options, warrants, calls, commitments, conversion covenants or agreements affecting the TRADE-MARK.

5. The parties shall jointly elect under the provisions of the Income Tax Act (Canada) and the Quebec Taxation Act that the VENDOR'S proceeds of disposition of the TRADE-MARK and the PURCHASER'S cost of the TRADE-MARK shall be an amount equal to the adjusted cost base of the TRADE-MARK to the VENDOR. The parties further agree to jointly make the necessary elections and to execute and file the prescribed election forms and any other documents required pursuant to section 85 of the Income Tax Act (Canada) and the corresponding sections of the Quebec Taxation Act and any regulations under such Acts.

6. The consideration set forth in Section 3. is intended by the parties to be the fair market value of the TRADE-MARK.

7. In the event that any taxing authority having jurisdiction makes or proposes to make any assessment or reassessment determining that the adjusted cost base of the TRADE-MARK is greater or less than the amount of ONE DOLLAR (\$1.00) or that the fair market value of the TRADE-MARK is greater or less than the amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) then, in such event, the amount elected pursuant to Section 5. hereof, the purchase price and aggregate redemption value, as the case may be, shall be retroactively increased or decreased so that the amount elected pursuant to Section 5. hereof shall equal the adjusted cost base of the TRADE-MARK or the purchase price and aggregate redemption value shall equal the amount finally determined to be the fair market value of the TRADE-MARK, as the case may be. Any such determination shall be deemed to be final if it is pursuant to an assessment or reassessment by any taxing authority having jurisdiction and no appeal is taken therefrom; if agreement is reached between the VENDOR and such taxing authority regarding such actual or proposed assessment or reassessment; or if determined by a judgment of a court of competent jurisdiction which judgment is not appealed. Such other adjustments as may be necessary or desirable shall be made by the parties.

8. This agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec.

9. The parties agree to do, sign and execute all acts, deeds, documents, instruments and corporate proceedings as may be necessary or desirable to give full force and effect to this agreement.

10. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

11. The parties acknowledge that they have required and consented that this agreement be drawn up in the English language.

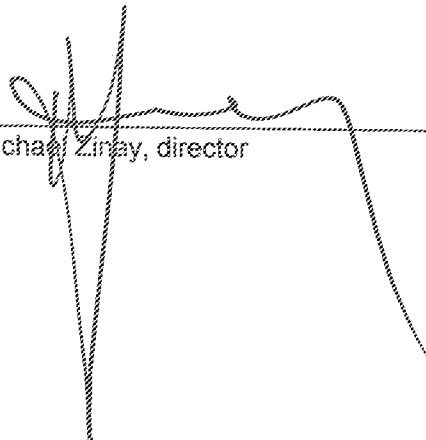
Les parties reconnaissent avoir exigé que la présente convention soit rédigée en anglais.

AND THE PARTIES HAVE SIGNED:

7081928 CANADA INC.

Per:   
Robert Dubé, director

CAROLE MARTIN COMFORT WEAR INC.

Per:   
Michael Zinay, director