

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
App Group (Canada), Inc		12/01/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	9172-0060 Quebec, Inc.
Street Address:	9655 Meilleur Street
City:	Quebec
State/Country:	CANADA
Postal Code:	H3L0A1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3085466	MACKAGE
Serial Number:	78629796	M
Serial Number:	78639397	M

CORRESPONDENCE DATA

Fax Number: (305)267-5155
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: lperez@strtrade.com

Correspondent Name: Lauren V. Perez

Address Line 1: c/o ST&R, 5200 Blue Lagoon Drive

Address Line 2: Suite 600

Address Line 4: Miami, FLORIDA 33126

DOMESTIC REPRESENTATIVE

Name: Lauren V Perez

Address Line 1: ST&R, 5200 Blue Lagoon Drive

Address Line 2: Suite 600

OP \$90.00 3085466

Address Line 4: Miami, FLORIDA 33126

NAME OF SUBMITTER:

Lauren V. Perez

Signature:

/lvp/

Date:

03/23/2009

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS APP Group (Canada) Inc. (the «Assignor»), is the owner of those registered trademarks listed on the attached Schedule A as well as those related international trademarks filed worldwide pursuant to the Madrid Protocol (the "Marks"); and

WHEREAS 9172-0060 Québec Inc. (the "Assignee"), a Canadian Corporation, located at 9655 Meilleur Street, Montreal, Quebec, Canada, H3L 0A1, wishes to acquire the Marks, together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, in consideration for the issuance by the Assignee of one (1) class "H" preferred share of its share capital and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby agrees to and does sell, assign and transfer to Assignee its entire worldwide right, title and interest in and to the Marks, together with the goodwill of the business to which the Marks pertain, as well as all rights of enforcement and recovery for past infringement.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of all rights, title and interest in the Marks.

IN WITNESS WHEREOF, THE Assignor and Assignee have caused this Agreement to be signed and executed by the undersigned officers duly authorized, this first day of December, 2006 in Montreal, Canada.

APP GROUP (CANADA) INC.

Per: _____

Name: _____

Title: _____

9172-0060 QUÉBEC INC.

Per: _____

Name: _____

Title: _____

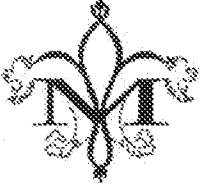

ELFASSY MICHEL

PRESIDENT

ELFASSY ILAN

V-P

SCHEDULE A

Trademark	Serial No.	Registration No.
MACKAGE	78-630,627	3,085,466
Mackage design 	78-629,796	pending
Mackage signature tab & design 	78-639,397	pending

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this "Agreement") is made as of December 1, 2006.

BETWEEN : **9172-0060 QUÉBEC INC.**, a company incorporated under the laws of Québec, having its head office at 9655 Meilleur Street, Montréal, Québec, Canada H3L 0A1;

(hereafter « **9172-0060** »)

ET **APP GROUP (CANADA) INC.**, a company incorporated under the laws of Québec, having its head office at 500, De Port Royal Montréal, Québec, Canada H3L 2B8;

(hereafter « **APP Group** »)

WHEREAS 9172-0060 is the owner of the trademarks and trademark applications set forth in Schedule "A" attached hereto (the « **Licensed Trademarks** »);

WHEREAS APP Group wishes to use the Licensed Trademarks;

WHEREAS 9172-0060 agrees to grant a license to APP Group under the terms and conditions of this Agreement.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS :

SECTION 1 – GRANT OF LICENCE

9172-0060 hereby grants to APP Group, its affiliates and its subsidiaries and APP Group hereby accepts, an exclusive, worldwide, revocable, and royalty-free license to use the Licensed Trademarks for the duration set forth in this Agreement. This license is not assignable unless authorized by writing by 9172-0060 and such consent is revocable at any time by 9172-0060 at its entire discretion.

SECTION 2 – QUALITY OF MERCHANDISE

APP Group shall, at all times, conform to all standards set forth by 9172-0060, including marketing and promotion standards, in regards to the use of the Licensed Trademarks. 9172-0060 shall have the right to impose on APP Group, as necessary, other specifications or requirements not provided for under this Agreement to maintain control over 9172-0060's business.

APP Group warrants that it shall use the Licensed Trademarks exclusively with the types of merchandises listed in the relevant trademark applications or with any other type of merchandise agreed to in writing by 9172-0060. These merchandises shall respect the characteristics and high standards set by 9172-0060. For that purpose, APP Group recognizes that 9172-0060 shall have the right, throughout the duration of this Agreement, to access its facilities and inspect samples of the merchandises to verify and control their characteristics and quality.

APP Group shall, upon 9172-0060's request, supply samples of merchandise used in connection with the Licensed Trademarks.

9172-0060 shall have the right to impose on APP Group, as necessary, other specifications or requirements not provided for under this section to maintain control over APP Group's business to ensure the requisite quality standard with respect to products manufactured by APP Group that include the Licensed Trademarks.

SECTION 3 – USE OF LICENSED TRADEMARKS

APP Group acknowledges that 9172-0060 owns the Licensed Trademarks and all rights therein and that nothing in this Agreement shall give APP Group any right, title or interest in or to the Licensed Trademarks other than pursuant to the license granted hereby.

APP Group agrees that it will do nothing inconsistent with 9172-0060's ownership of the Licensed Trademarks and shall not claim adversely to 9172-0060, or assist any third party in attempting to claim adversely to 9172-0060, with regards to such ownership. APP Group agrees that it will not challenge the title of 9172-0060 to the Licensed Trademarks, oppose any registration thereof, or challenge the validity of this Agreement or the licenses granted herein or do anything whatsoever which could contribute, directly or indirectly, to the depreciation of the brand. Furthermore, APP Group will not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Licensed Trademarks.

Without the prior written approval of 9172-0060, APP Group is not authorized to use the Licensed Trademarks in connection with any business activity unrelated to the product codes specified in the trademark applications including, but not limited to, ladies outerwear.

APP Group agrees to assist 9172-0060 in recording this Agreement with appropriate government authorities where such recording is required by law or regulation or where such recording is permitted or desired by 9172-0060.

SECTION 4 – INFRINGEMENT

APP Group shall promptly notify 9172-0060 of any and all infringements, imitations, simulations or other illegal use or misuse of the Licensed Trademarks which come to APP Group's attention. As the sole owner of the Licensed Trademarks, 9172-0060 shall

determine whether to take any action to prevent the infringement, imitation, simulation or other illegal use or misuse of the Licensed Trademarks. If 9172-0060 elects not to take such action, APP Group may take such action at APP Group's expense if it has received 9172-0060's prior written approval to take such action. In this event, 9172-0060 shall, at APP Group's expense, cooperate in such action with APP Group including, without limitation, joining as a party. Any money recovered by way of damages or otherwise with respect to such action shall be kept by the party which bore the costs of such action; or, in any case where the parties have shared the costs, such money shall be shared in proportion to the costs borne by each party.

APP Group shall render 9172-0060 all reasonable assistance in connection with any matter pertaining to the protection, enforcement or infringement of Licensed Trademarks used by APP Group, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

SECTION 5 – TERM

This Agreement and the license granted herein shall be effective as of the date hereof for a period of one (1) year after which it shall automatically renew for successive one (1) year periods unless 9172-0060 has given APP Group a written termination notice at least 90 days before each anniversary of this Agreement. Notwithstanding anything else in this Agreement, in the event APP Group breaches any provision of this Agreement, 9172-0060 shall have the right to terminate this Agreement if it has given APP Group a written notice and such breach shall be continuing one month from the date of such notice.

SECTION 6 – GENERAL PROVISIONS

This Agreement shall be construed in accordance with and governed by the laws of the Province of Quebec.

This Agreement constitutes the entire agreement between 9172-0060 and APP Group with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations, both written and oral.

Nothing in this Agreement shall be modified or reputed modified unless in writing and signed by both parties to this Agreement.

The rights and obligations granted to APP Group by this Agreement and by 9172-0060 under this Agreement shall not be assigned, leased, hypothecated, pledged and sublicensed by APP Group to any third party without the written consent of 9172-0060, nor shall APP Group transfer to any third party in any other manner any portion of the economic benefits from the license or the rights under this Agreement.

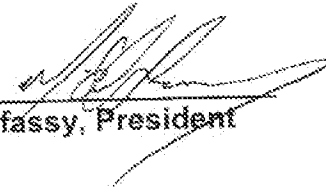
The waiver by 9172-0060 of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.


9172-0060 QUÉBEC INC.

APP GROUP (CANADA) INC.

Par :


Michel Elfassy, President

Par :


Michel Elfassy, President