TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assumption Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABN AMRO Bank N.V.		10/09/2008	Bank: CANADA

RECEIVING PARTY DATA

Name:	The Toronto-Dominion Bank
Street Address:	Toronto Dominion Centre, TD Tower
Internal Address:	55 King Street West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2602085	CONTESSA
Registration Number:	2406547	ULTRA DRY
Registration Number:	2158225	"C"
Registration Number:	2140259	CAMBRIDGE

CH $115.00 2602085

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	9040800B

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	06/03/2009

Total Attachments: 7
source=Toronto-Dominion#page1.tif
source=Toronto-Dominion#page2.tif
source=Toronto-Dominion#page3.tif
source=Toronto-Dominion#page4.tif
source=Toronto-Dominion#page5.tif
source=Toronto-Dominion#page6.tif
source=Toronto-Dominion#page7.tif

ASSUMPTION AGREEMENT

This Assumption Agreement dated October 9, 2008 is made by THE TORONTO-DOMINION BANK (the "**Purchaser**").

RECITALS

A. ABN AMRO N.V. (the "**Seller**") and the Purchaser are parties to an agreement dated as of October 3, 2008 (the "**Purchase Agreement**") pursuant to which the Seller has agreed to sell, transfer, convey and assign all of its right, title and interest in and to certain assets to the Purchaser and the Purchaser has agreed to assume certain obligations of the Seller, all on the terms and conditions more particularly set out therein.

B. This Assumption Agreement (the "**Assumption**") is delivered pursuant to Section 9.3 of the Purchase Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Purchaser, the Purchaser agrees as follows:

1. **Definitions**. All capitalized terms used but not defined in this Assumption have the meanings set out in the Purchase Agreement.

2. **Assumption**. With effect as of the date hereof, the Purchaser hereby absolutely and irrevocably assumes and agrees to pay, be liable for, perform, observe, discharge and fully satisfy, when due, and to hold the Seller harmless in respect of, the ABL Obligations. For clarity, the master gold loan facility between ABN Amro Bank N.V., London Branch and Libman Manufacturing Limited dated November 24, 2006, as may be amended and assigned, is an Excluded Asset under the Purchase Agreement.

3. **Further Assurances**. The Purchaser shall from time to time and at all times hereafter, upon every reasonable request of the Seller, promptly execute and deliver or cause to be executed and delivered all such further documents, deeds, assurances and instruments and shall do or cause to be done all such further acts and things as may be reasonably required by the Seller to give effect to this Assumption.

4. **Delayed Transfer Assets**. Nothing in this Assumption shall be construed as an assumption by the Purchaser of, or an attempt by the Seller to transfer, convey or assign to the Purchaser, any Non-Assignable Contract. The Purchaser confirms and acknowledges that the provisions of Section 2.7 of the Purchase Agreement apply and shall continue to apply to all Non-Assignable Contracts.

5. **Inconsistency**. This Assumption 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 Assumption and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

TRADEMARK
REEL: 003998 FRAME: 0681

6. **Governing Law.** This Assumption shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

7. **Severability.** Each of the provisions contained in this Assumption is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

8. **Successors and Assigns.** This Assumption shall be binding upon the Purchaser and enure to the benefit of the Seller, and their respective successors and permitted assigns.

9. **Counterparts.** This Assumption may be signed in counterparts and each counterpart shall be deemed to be an original and such counterparts, taken together, shall constitute one and the same instrument. Counterparts may be executed either in original or faxed form; provided, however that an original of the signed copy of this Assumption shall promptly be provided to the Seller.

IN WITNESS WHEREOF the Purchaser has executed this Assumption.

THE TORONTO-DOMINION BANK

By: _____
Name: David Motor
Title: Senior Vice President

By: _____
Name:
Title:

12228264.2
8788235.4
00782-2212

AGREEMENT RE: ASSIGNMENTS

THIS AGREEMENT (this "**Agreement**") dated as of October 9, 2008 is by and between **ABN AMRO BANK N.V.**, a Netherlands banking corporation and an authorized foreign bank under the *Bank Act* (Canada) carrying on business in Canada under the name ABN AMRO Bank N.V., Canada Branch (the "**Seller**") and **THE TORONTO-DOMINION BANK**, a bank organized and existing under the laws of Canada (the "**Purchaser**").

RECITALS

A. The Seller and the Purchaser entered into a revised Asset Based Loan Purchase and Sale Agreement dated as of October 3, 2008 (the "**Purchase Agreement**"), providing for the sale by the Seller to the Purchaser of the Seller's asset based loan portfolio and related assets identified therein.

B. The Seller and the Purchaser entered into specific assignment agreements with respect to the sale, transfer, conveyance and assignment of certain ABL Assets to the Purchaser, the assumption by the Purchaser of certain ABL Obligations, and the consent thereto or acknowledgement thereof by certain third parties (each an "**Assignment Agreement**");

NOW THEREFORE in consideration of the premises and mutual agreements hereinafter set out, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Notwithstanding anything to the contrary in any Assignment Agreement, the sale, transfer, conveyance and assignment of the ABL Assets, and the purchase and assumption of the ABL Obligations, shall be with the recourse against the Seller as provided in the Purchase Agreement.

2. Notwithstanding anything to the contrary in any Assignment Agreement, the representations and warranties of the Seller and the Purchaser shall be those contained in the Purchase Agreement.

3. For greater certainty, any reference to "Purchase Agreement" in an Assignment Agreement shall, as between the parties hereto, be deemed to refer to the Purchase Agreement.

4. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, all capitalized terms that are not defined in this Agreement shall have the meaning ascribed to them in the Purchase Agreement.

5. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, provided that no party shall assign its rights or benefits under this Agreement without the prior written consent of the other party, provided however, that a party may, upon prior written notice to the other party, assign its rights, benefits and

TRADEMARK
REEL: 003998 FRAME: 0683

obligations under this Agreement to one or more of its Affiliates on the condition that the assigning party remains liable for all of its obligations under this Agreement.

7. This Agreement may be signed in counterparts and each counterpart shall be deemed to be an original and such counterparts, taken together, shall constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties hereto adopt any signatures received by receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other parties an original of the signed copy of this Agreement which was so faxed.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 003998 FRAME: 0684

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ABN AMRO BANK N.V.

By: _____
Name: Lawrence J. Maloney
Title: Country Executive

By: _____
Name: Christiane Vachon
Title: First Vice President, Corporate Affairs

THE TORONTO-DOMINION BANK

By: _____
Name:
Title:

By: _____
Name:
Title:

12248754.2

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ABN AMRO BANK N.V.

By: _____
Name: Lawrence J. Maloney
Title: Country Executive

By: _____
Name: Christiane Vachon
Title: First Vice President, Corporate Affairs

THE TORONTO-DOMINION BANK

By: _____
Name: David Alston
Title: Senior Vice President

By: _____
Name:
Title:

12248754.2

SCHEDULE "A"

INTELLECTUAL PROPERTY

A. Trademarks

Country	Serial Number	Registration Number	Title	Owner/Registrant	Status
USA	76,020,487	2,602,085	Contessa	The Cambridge Towel Corporation (CA)	Live
USA	75,183,454	2,406,547	Ultra Dry	The Cambridge Towel Corporation (CA)	Live
USA	75,169,436	2,158,225	"C"	The Cambridge Towel Corporation (CA)	Live
USA	75,164,123	2,140,259	Cambridge	The Cambridge Towel Corporation (CA)	Live