

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ernst & Young, Inc. as Interim Receiver (Court Appointed Trustee)		04/16/2004	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	The Sterling Group Intimates Inc.
<b>Street Address:</b>	9320 St-Laurent
<b>City:</b>	Montreal, Quebec
<b>State/Country:</b>	CANADA
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2246632	ELITA PLUS
Registration Number:	1674379	ELITA

**CORRESPONDENCE DATA**

Fax Number: 2163639000  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 216.363.9000  
 Email: uspto@faysharpe.com  
 Correspondent Name: Colleen Flynn Goss  
 Address Line 1: 1228 Euclid Avenue  
 Address Line 2: The Halle Building, 5th Floor  
 Address Line 4: Cleveland, OHIO 44115

<b>ATTORNEY DOCKET NUMBER:</b>	OSLE 500005US01
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**DOMESTIC REPRESENTATIVE**

Name:

OP \$65.00 2246632

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

NAME OF SUBMITTER:

Colleen Flynn Goss

Signature:

/colleenfgoss/

Date:

09/12/2012

**Total Attachments: 8**

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**CONTRACT FOR THE SALE OF TRADE MARKS AND OTHER  
INTELLECTUAL PROPERTY RIGHTS**

**BY AND BETWEEN:**            **ERNST & YOUNG INC.**, in his capacity as Interim Receiver with limited powers with respect to the assets of The Sterling Group Inc. / Le Groupe Sterling Inc.

Hereinafter the "**Vendor**"

**AND:**                            **THE STERLING GROUP INTIMATES INC. / LE GROUPE STERLING INTIMITÉ INC.**, a legal person duly constituted having an office and place of business at 9320 St-Laurent, Montreal, Quebec

Hereinafter the "**Purchaser**"

- A) **WHEREAS** the Purchaser offered on April 7, 2004 to acquire certain assets of The Sterling Group Inc. / Le Groupe Sterling Inc. (the "**Corporation**") (the "**Offer**");
- B) **WHEREAS** the Vendor has been appointed Interim Receiver under the *Bankruptcy and Insolvency Act* (the "**Act**") with the specific power to enter into this sale agreement pursuant to the judgment rendered by the Superior Court, Commercial Division of the Province of Quebec, District of Montreal, on April 8, 2004, a copy of which is attached as a **Schedule "1"** (the "**Appointment and Approval Order**");

**WHEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1.     **Preamble**

- 1.1    The preamble is deemed to be part of this Agreement as if recited at length herein.

2.     **Sale of trade-marks and other rights of intellectual property**

- 2.1    By these presents, for good and valuable consideration, the Vendor hereby sells to the Purchaser all registered and unregistered trade marks and trade mark applications, trade names, logos, websites, domain names, telephone and fax numbers, commercial symbols, industrial designs, service marks, copyrights, patents and patent applications, licenses, sublicenses, certifications, trade secrets, patterns, drawings, formulas, technical information, merchandising information and materials, research and development data, concepts, methods, procedures, manual systems, know how, royalties and all other confidential and proprietary information and intellectual and industrial property of the Corporation pertaining to its business, including, without limitation, the trade marks and trade mark applications listed on **Schedule "A"** hereof

3.     **Additional Documents and language**

- 3.1    The Vendor and the Bank agree to sign, at the request of the Purchaser, acting reasonably, any other documents necessary or useful to give effect to this transaction.

  
**TRADEMARK**

**REEL: 004859 FRAME: 0892**

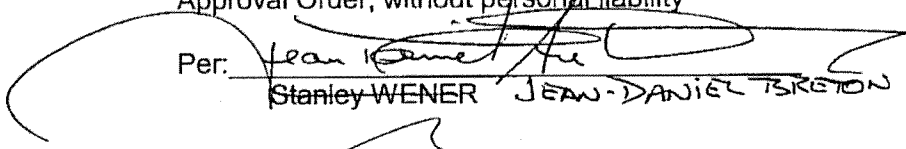
3.2 The parties hereby declare to have requested that the present agreement be drafted in English; Les parties déclarent avoir requis que la présente convention soit rédigée en anglais

Montreal, this 16th day of April 2004

THE VENDOR:

ERNST & YOUNG INC, in its capacity as Interim Receiver with the limited powers granted by the Appointment and Approval Order, without personal liability

Per:

  
Stanley WENER JEAN-DANIEL BIGNON

THE PURCHASER

THE STERLING GROUP INTIMATES INC. / LE GROUPE STERLING INTIMITÉ INC.

Per:

  
Elliot BERZAN

TRADEMARK

REEL: 004859 FRAME: 0893

*Schedule 1*

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

(Commercial Division)  
SUPERIOR COURT

No.: 500-11-022814-046

This 8<sup>th</sup> day of April 2004

PRÉSENT: *CHANTAL FLAMAND*  
*REGISTRAR*

IN THE MATTER OF THE INSOLVENT  
PERSON

THE STERLING GROUP INC. / LE  
GROUPE STERLING INC.

Insolvent Person / Applicant

-and-

THE TORONTO-DOMINION BANK

Mis-en-cause

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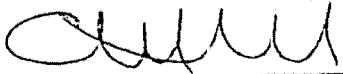
**JUDGMENT**

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- [1] THE COURT is seized with a Motion for the Appointment of an Interim Receiver dated April 8<sup>th</sup>, 2004,
- [2] SEEING the Affidavit and the Exhibits in support of the Motion;
- [3] CONSIDERING the consent of the secured creditor, The Toronto-Dominion Bank and the consent of the ordinary creditors referred to in paragraph 21 of the Motion;
- [4] CONSIDERING the representations of counsels;
- [5] THE COURT RENDERS THE FOLLOWING JUDGMENT
- [6] GRANTS the present Application;

- [7] **APPOINTS** Ernst & Young Inc as Interim Receiver with the following powers:
- (i) to accept the offer from The Sterling Group Intimates Inc. / Le Groupe Sterling Intimité Inc (the "Purchaser") dated March April 7, 2004, (the "Offer") to purchase the assets of The Sterling Group Inc. / Le Groupe Sterling Inc. (the "Debtor");
  - (ii) to sell the assets of the Debtor to the Purchaser in accordance with the terms and conditions of the Offer;
  - (iii) to execute a deed of sale and any other documents necessary or useful to give effect to the transaction;
- [8] **DECLARES** that the Interim Receiver shall not be required to take possession of the assets of the Debtor, except as is required for the specific purpose of giving effect to the Offer and the transaction contemplated therein;
- [9] **DECLARES** that the Interim Receiver shall incur no liability as a result of the acceptance of the Offer and completion of the transactions contemplated therein;
- [10] **DECLARES** that the judgment shall be executory notwithstanding any appeal;
- [11] **THE WHOLE** without costs

NOTARIAL PUBLIC  
Julie Dupuis  
NOTARY PUBLIC

  
\_\_\_\_\_  
Repesteau

**ACKNOWLEDGMENT OF PRIORITY OF THE  
ASSET PURCHASE AGREEMENT**

**BY AND BETWEEN:**            **ERNST & YOUNG INC.**, in his capacity as Interim Receiver with limited powers with respect to the assets of The Sterling Group Inc. / Le Groupe Sterling Inc.

Hereinafter the "**Vendor**"

**AND:**                            **THE STERLING GROUP INTIMATES INC. / LE GROUPE STERLING INTIMITÉ INC.**, a legal person duly constituted having an office and place of business at 9320 St-Laurent, Montreal, Quebec

Hereinafter the "**Purchaser**"

- A) **WHEREAS** the Purchaser offered on April 7, 2004 to acquire certain assets of The Sterling Group Inc. / Le Groupe Sterling Inc. (the "**Corporation**") (the "**Offer**");
- B) **WHEREAS** the Vendor has been appointed Interim Receiver under the *Bankruptcy and Insolvency Act* (the "**Act**") with the specific power to enter into this sale agreement pursuant to the judgment rendered by the Superior Court, Commercial Division of the Province of Quebec, District of Montreal, on April 8, 2004, a copy of which is attached as **Schedule "1"** (the "**Appointment and Approval Order**");
- C) **WHEREAS** pursuant to the Offer, the parties executed on April 16, 2004 an Asset Purchase Agreement (the "**Asset Purchase Agreement**");
- D) **WHEREAS** pursuant to the terms and conditions of the Asset Purchase Agreement, the parties covenant and agree to execute further documents necessary or useful to give effect to the Asset Purchase Agreement (the "**Additional Documentation**");

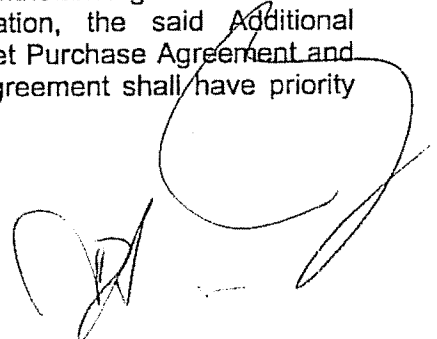
**WHEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1.     Preamble**

- 1.1    The preamble is deemed to be part of this Agreement as if recited at length herein.

**2.     Priority**

- 2.1    The parties hereby covenant and agree that notwithstanding the terms and conditions of any of the Additional Documentation, the said Additional Documentation is executed to give effect to the Asset Purchase Agreement and the terms and conditions of the Asset Purchase Agreement shall have priority thereto.



3. Language clause

3.1 The parties hereby declare to have requested that the present agreement be drafted in English; Les parties déclarent avoir requis que la présente convention soit rédigée en anglais

Montreal, this 16th day of April 2004

THE VENDOR:

ERNST & YOUNG INC, in its capacity as Interim Receiver with the limited powers granted by the Appointment and Approval Order, without personal liability

Per:   
Jean-Daniel BRETON

THE PURCHASER

THE STERLING GROUP INTIMATES INC. / LE GROUPE STERLING INTIMITÉ INC.

Per:   
Elliot BERZAN



*Schedule 1*

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

(Commercial Division)  
SUPERIOR COURT

No.: 500-11-032814-046

This 8<sup>th</sup> day of April 2004

PRÉSENT: *Chantal Flamar*  
*Registrar*

IN THE MATTER OF THE INSOLVENT  
PERSON

THE STERLING GROUP INC. / LE  
GROUPE STERLING INC.

Insolvent Person / Applicant

-and-

THE TORONTO-DOMINION BANK

Mis-en-cause

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**JUDGMENT**

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- [3] CONSIDERING the consent of the secured creditor, The Toronto-Dominion Bank and the consent of the ordinary creditors referred to in paragraph 21 of the Motion;
- [4] CONSIDERING the representations of counsels;
- [5] THE COURT RENDERS THE FOLLOWING JUDGMENT
- [6] GRANTS the present Application;

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- (i) to accept the offer from The Sterling Group Intimates Inc. / Le Groupe Sterling Intimité Inc (the "Purchaser") dated March April 7, 2004, (the "Offer") to purchase the assets of The Sterling Group Inc. / Le Groupe Sterling Inc. (the "Debtor");
  - (ii) to sell the assets of the Debtor to the Purchaser in accordance with the terms and conditions of the Offer;
  - (iii) to execute a deed of sale and any other documents necessary or useful to give effect to the transaction;
- [8] DECLARES that the Interim Receiver shall not be required to take possession of the assets of the Debtor, except as is required for the specific purpose of giving effect to the Offer and the transaction contemplated therein;
- [9] DECLARES that the Interim Receiver shall incur no liability as a result of the acceptance of the Offer and completion of the transactions contemplated therein;
- [10] DECLARES that the judgment shall be executory notwithstanding any appeal;
- [11] THE WHOLE without costs

Notary Public  
Julie Dupuis

  
Repesteau