

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment of Security Agreement |

| | | | |
|-----------------------------|-----------------|-----------------------|---------------------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BankUnited, N.A. | | 11/26/2013 | a national banking association: |

| | |
|-----------------------------|------------------------------|
| RECEIVING PARTY DATA | |
| Name: | 2395954 Ontario, Inc. |
| Street Address: | 333 Foster Crescent, Suite 1 |
| City: | Mississauga, Ontario |
| State/Country: | CANADA |
| Postal Code: | L5R 4E5 |
| Entity Type: | CORPORATION: CANADA |

| | | |
|----------------------------------|---------------|------------------|
| PROPERTY NUMBERS Total: 4 | | |
| Property Type | Number | Word Mark |
| Serial Number: | 76657996 | XCASE |
| Serial Number: | 77417466 | EPAC |
| Serial Number: | 78854633 | HEYS |
| Serial Number: | 78854644 | HEYS |

| | |
|---|----------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | 4072445690 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 407-843-8880 |
| Email: | ipteam@gray-robinson.com |
| Correspondent Name: | THOMAS C. MCTHENIA, JR. |
| Address Line 1: | GRAYROBINSON, P.A. |
| Address Line 2: | 301 EAST PINE STREET, SUITE 1400 |
| Address Line 4: | ORLANDO, FLORIDA 32801 |

| | |
|--------------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 303799.1 |
|--------------------------------|----------|

CH \$115.00 76657996

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

| | |
|--------------------|---------------------------|
| NAME OF SUBMITTER: | Thomas C. McThenia, Jr. |
| Signature: | /Thomas C. McThenia, Jr./ |
| Date: | 12/06/2013 |

Total Attachments: 6

source=Assignment of IP (EXECUTED)#page1.tif
source=Assignment of IP (EXECUTED)#page2.tif
source=Assignment of IP (EXECUTED)#page3.tif
source=Assignment of IP (EXECUTED)#page4.tif
source=Assignment of IP (EXECUTED)#page5.tif
source=Assignment of IP (EXECUTED)#page6.tif

ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENT

This Assignment of Patent and Trademark Security Agreement is made this 20 day of November, 2013, by BankUnited, N.A., a national banking association (the "Original Assignee") in favor of 2395954 ONTARIO INC., an Ontario corporation (the "New Assignee").

WHEREAS, the Original Assignee is party to that certain Patent and Trademark Security Agreement, dated as of September 21, 2012 (the "Patent and Trademark Security Agreement"), pursuant to which 1) Heys USA Direct, LLC, (2) Heys USA Global, LLC and (3) Heys USA Online, LLC, each a Florida limited liability company and (4) Heys (USA), Inc., a Delaware corporation (collectively the "Grantor") granted to the Original Assignee a security interest in the patents and trademarks of the Grantor more particularly described in the Patent and Trademark Security Agreement including without limitation those identified in Exhibit A attached hereto; and

WHEREAS, the Original Assignee and New Assignee are parties to that certain Bill of Sale and Assignment of Loan Documents, dated as of the date hereof, by and among New Assignee and Original Assignee (the "Assignment of Loan Documents"), pursuant to which the Original Assignee has assigned and transferred to New Assignee all of Original Assignee's right, title and interest in, to and under the existing loan documents between Original Assignee and Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, this will confirm that the Original Assignee has sold, assigned and transferred to the New Assignee, its successors or assigns, without representation or warranty by or recourse to Original Assignee except as expressly set forth in the Assignment of Loan Documents, all right, title and interest of the Original Assignee in and to the Patent and Trademark Security Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Original Assignee has caused this Assignment of Patent and Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of this 26 day of November, 2013

BANKUNITED, N.A.

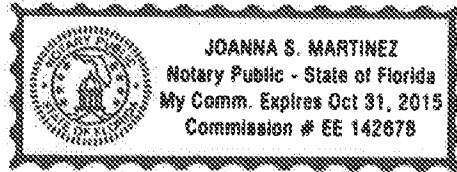
By: [Signature]
Name: PATRICIA ELW
Title: SVP

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 26 day of November 2013 by Patricia Elw, as SVP of BANKUNITED, N.A., for and on behalf of the company, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public



AGREED AND ACCEPTED BY:

2395954 ONTARIO INC.

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____, as _____ of 2395954 ONTARIO INC, for and on behalf of the company, who is personally known to me or who has produced _____ as identification.

Notary Public

IN WITNESS WHEREOF, the Original Assignee has caused this Assignment of Patent and Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of this ____ day of November, 2013

BANKUNITED, N.A.

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by _____, as _____ of BANKUNITED, N.A., for and on behalf of the company, who is personally known to me or who has produced _____ as identification.

Notary Public

AGREED AND ACCEPTED BY:

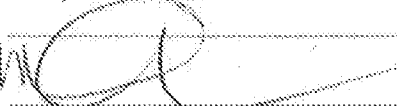
2395954 ONTARIO INC.

By: Emran Sheikh
Name: Emran Sheikh
Title: President + Director

Province
STATE OF Ontario

COUNTY OF Canada

The foregoing instrument was acknowledged before me this 28th day of Nov 2013 by Emran Sheikh, as President/Director of 2395954 ONTARIO INC., for and on behalf of the company, who is personally known to me or who has produced _____ as identification.



Notary Public
MANINDER CHANA

EXHIBIT A
SCHEDULE I
to
PATENT AND SECURITY AGREEMENT
Patent Collateral


| Docket No. | Country | Title | Application No. | Filing Date | Applicant | Next Action/Due Date |
|--------------|-----------|--|------------------------|--------------------------|------------------|--|
| 10097-27-3AU | Australia | HANDHELD ELECTRONIC LUGGAGE SCALE | 10730/2011 335610 | 02/28/2011 03/25/2011 | Heys (USA), Inc. | Granted; renewal due 02/28/2016 |
| 10097-27-3CA | Canada | HANDHELD ELECTRONIC LUGGAGE SCALE | 139430 139430 | 02/25/2011 10/04/2011 | Heys (USA), Inc. | Granted; renewal due 10/04/2016 |
| 10097-27-3CN | China | HANDHELD ELECTRONIC LUGGAGE SCALE | 2011300310147 | 02/28/2011 | Heys (USA), Inc. | Granted; renewal due 01/16/2013 |
| 10097-27-3EM | Europe | HANDHELD ELECTRONIC LUGGAGE SCALE | 001827825 001827825 | 02/28/2011 02/28/2011 | Heys (USA), Inc. | Granted; renewal due 02/28/2016 |
| 10097-25-2 | U.S. | HARD-SIDED EXPANDABLE SUITCASE | 13/445,106 | 04/12/2012 | Heys (USA), Inc. | Pending; CIP foreign filing due 04/12/2013 |
| 10097-25-3 | U.S. | HARD-SIDED EXPANDABLE SUITCASE | 13/444,924 | 04/12/2012 | Heys (USA), Inc. | Pending; CIP foreign filing due 04/12/2013 |
| 10097-24 | US | SUITCASE WITH BIOMETRIC LOCK MECHANISM | 61/299,699 | 01/29/2010 | Heys (USA), Inc. | Utility application filed -- no further action |
| 10097-24-1 | US | SUITCASE WITH BIOMETRIC LOCK MECHANISM | 12/986,889 | 01/07/2011 | Heys (USA), Inc. | Pending; awaiting action |
| 10097-25 | US | HARD-SIDED EXPANDABLE SUITCASE | 61/299,727 | 01/29/2010 | Heys (USA), Inc. | Utility/PCT applications filed -- no further action |
| 10097-26 | US | HARD-SIDED SUITCASE FEATURING HARD-SIDED POCKETS | 61/299,766 | 01/29/2010 | Heys (USA), Inc. | Utility application filed -- no further action |
| 10097-26-1 | US | HARD-SIDED SUITCASE FEATURING HARD-SIDED POCKETS | 12/975,960 | 12/22/2010 | Heys (USA), Inc. | Pending; awaiting action |
| 10097-27 | US | HANDHELD ELECTRONIC LUGGAGE SCALE | 61/299,752 | 01/29/2010 | Heys (USA), Inc. | Utility/PCT applications filed -- no further action |
| 10097-27-2 | US | HANDHELD ELECTRONIC LUGGAGE SCALE | 12/842,867 | 07/23/2010 | Heys (USA), Inc. | Pending; awaiting action |

Patent Collateral

| Docket No. | Country | Title | Application No. | Filing Date | Applicant | Next Action/Due Date |
|------------|---------|---|-----------------------|--------------------------|------------------|--|
| 10097-27-3 | US | HANDHELD ELECTRONIC LUGGAGE SCALE | 29/368,726 D653135 | 08/27/2010 01/31/2012 | Heys (USA), Inc. | Patented; Expires 01/31/2026 |
| 10097-76 | US | TELESCOPIC HANDLE FOR LUGGAGE | 29/418,133 | 04/12/2012 | Heys (USA), Inc. | Allowed; Issue fees due 11/13/2012 Deadline for foreign filing applications – 10/12/2012 |
| 10097-77 | US | FIXED HANDLE FOR LUGGAGE | 29/418,140 | 04/12/2012 | Heys (USA), Inc. | Pending; Deadline for foreign filing applications – 10/12/2012 |

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademark Collateral

| Docket No. | Appin No. | Filing Date | Country | Mark | Owner | Goods/Services | Next Action/Due Date |
|------------|----------------------|--------------------------|---------|--|---------------------|---|---|
| 10097-2 | 76/657996 3643923 | 04/07/2006 06/23/2009 | US | XCASE | Heys (USA), Inc. | luggage; non- motorized, collapsible, carry on bags; tote bags; and travel bags | Registered; Declaration of Use and Incontestability due 06/23/2015 |
| 10097-5 | 77/417466 3640758 | 03/10/2008 06/16/2009 | US | EPAC | Heys (USA), Inc. | backpacks and rolling backpacks | Registered; Declaration of Use and Incontestability due 06/16/2015 |
| 10097-6 | 78/854633 3236687 | 04/05/2006 05/01/2007 | US | HEYS | Heys (USA), Inc. | non-motorized, collapsible luggage carts, luggage, carry on bags, tote bags, duffle bags, garment bags, backpacks, waist bags | Registered; Declaration of Use and Incontestability due 05/01/2013 |
| 10097-7 | 78/854644 3222258 | 04/05/2006 03/27/2007 | US |  | Heys (USA), Inc. | non-motorized, collapsible luggage carts, luggage, carry on bags, tote bags, duffle bags, garment bags, backpacks, waist bags | Registered; Declaration of Use and Incontestability due 03/27/2013 |