

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lifestyle Brands Ltd.		02/06/2006	LIMITED LIABILITY COMPANY: CANADA

RECEIVING PARTY DATA

Name:	Lifestyle Brands Corporation
Street Address:	633 Sheppard Avenue West
City:	Toronto
State/Country:	CANADA
Postal Code:	M3H 2S3
Entity Type:	Unlimited Liability Company: CANADA

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2029309	
Registration Number:	2260455	
Registration Number:	1836720	LAMAR
Registration Number:	2094141	LTD
Registration Number:	2916239	LTD
Registration Number:	2361611	RAGE
Registration Number:	2815312	RAGE
Registration Number:	2674238	RAGE
Registration Number:	2761059	RAGE
Registration Number:	1525938	SKATE ATTACK
Registration Number:	2783563	ULTRA WHEELS
Registration Number:	1431336	ULTRA-WHEELS
Registration Number:	1606336	VISION

OP \$965.00 2029309

Registration Number:	1609085	VISION
Registration Number:	1506010	VISION
Registration Number:	1506001	VISION
Registration Number:	2036634	VISION
Registration Number:	1477595	VISION STREET WEAR
Registration Number:	1606368	VISION STREET WEAR
Registration Number:	1506002	VISION STREET WEAR
Registration Number:	1503097	VISION STREET WEAR
Registration Number:	1507260	VISION STREET WEAR
Registration Number:	1606508	VISION STREET WEAR
Registration Number:	1606507	VISION STREET WEAR
Serial Number:	75371181	DUKES
Serial Number:	78682946	DUKES
Serial Number:	78556574	LAMAR
Serial Number:	78682827	LAMAR
Serial Number:	78590373	LTD
Serial Number:	78116030	RAGE
Serial Number:	78682567	RAGE SPORTS
Serial Number:	78680294	STREET VISION
Serial Number:	78542558	ULTRA-WHEELS
Serial Number:	78542546	RAGE
Serial Number:	78556155	VISION
Serial Number:	78755127	VISION
Serial Number:	78755359	VISION STREET WEAR
Serial Number:	78664503	VSW

CORRESPONDENCE DATA

Fax Number: (416)638-3500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 416-638-6500
Email: gstankus@collectiveintl.com
Correspondent Name: Gina E. Stankus / Legal Coordinator
Address Line 1: 633 Sheppard Avenue West
Address Line 4: Toronto, CANADA M3H 2S3

ATTORNEY DOCKET NUMBER: TMS - LBL TO LBC USA

DOMESTIC REPRESENTATIVE

TRADEMARK
REEL: 003330 FRAME: 0962

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

NAME OF SUBMITTER:	Gina E. Stankus
Signature:	/ges 2006/
Date:	06/15/2006

Total Attachments: 5

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ASSIGNMENT

THIS ASSIGNMENT made the 6th day of February, 2006.

BY:

LIFESTYLE BRANDS LTD.,
a corporation existing under the laws of
the Province of Ontario,

(hereinafter referred to as the "Assignor").

- to -

LIFESTYLE BRANDS CORPORATION,
an unlimited liability company existing under the
laws of the Province of Nova Scotia,

(hereinafter referred to as the "Assignee").

WHEREAS the Assignor is the proprietor and registered and/or beneficial owner of the Intellectual Property described on Schedule A hereto, including all common law, statutory, treaty and convention rights (including rights of priority) concerning such Intellectual Property, and the goodwill of the business associated therewith and symbolized thereby;

AND WHEREAS pursuant to an Asset Purchase and Assignment Agreement dated the date hereof (the "APA Agreement") between the Assignor and the Assignee, the Assignor agreed to sell, assign and transfer to the Assignee, and the Assignee agreed to purchase, all right, title and interest of the Assignor in and to all property and assets of the Assignor, other than the Excluded Assets, including the Intellectual Property;

AND WHEREAS capitalized terms that are used but not otherwise defined herein shall have the respective meanings given to such terms in the Asset Purchase and Assignment Agreement;

NOW THEREFORE in consideration of the transactions contemplated by the APA Agreement, the sum of \$10.00 received from the Assignee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor declares as follows:

1. Assignment to Assignee

The Assignor hereby assigns, transfers and conveys to the Assignee all of its rights, title and interest in and to the Intellectual Property described on Schedule A hereto, including all common law, statutory, treaty and convention rights (including rights of priority)

2. Applicable Law

This Assignment shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

3. Further Assurances

From time to time subsequent to the date hereof, the Assignor covenants and agrees that it shall execute and deliver all such further documents and do such other things as the Assignee, acting reasonably, may request be executed or done in order to better evidence or perfect or effectuate the assignment contemplated hereby or to give full effect to this Assignment.

4. Successors and Assigns

This Assignment shall enure to the benefit of and shall be binding on and enforceable by the Assignor and the Assignee and their respective successors and assigns.

IN WITNESS WHEREOF this Assignment has been executed by the Assignor and the Assignee on the date first written above.

LIFESTYLE BRANDS LTD

by: 

Name: Kenneth J. Finkelstein

Title: Chief Financial Officer and
Secretary

LIFESTYLE BRANDS
CORPORATION

by: 

Name: Kenneth J. Finkelstein

Title: Chief Financial Officer and
Secretary

SCHEDULE "A"

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
DUKES	Canada	856,180	09/16/1997	527,173	04/28/2000
LIMITED	Canada	766,407	10/19/1994	476,907	05/28/1997
LIMITED BAR LOGO DESIGN	Canada	787,215	07/13/1995	475,356	04/29/1997
LIMITED DISC LOGO DESIGN	Canada	787,214	07/13/1995	476,148	05/13/1997
LIMITED SNOWBOARDS	Canada	843,817	05/01/1997	490,589	02/26/1998
LIMITED SUN LOGO DESIGN	Canada	787,213	07/13/1995	476,149	05/13/1997
LIMITED SUN SCISSORS LOGO DESIGN	Canada	793,487	09/26/1995	474,003	04/01/1997
LTD	Canada	785,774	06/22/1995	466,331	11/26/1996
SKATE ATTACK	Canada	614,246	08/31/1988	382,824	04/12/1991
ULTRA-WHEELS	Canada	575,823	01/07/1987	337,628	03/04/1998
VISION	Canada	629,006	04/05/1989	366,649	03/09/1990
VISION STREET WEAR	Canada	584,004	05/13/1987	351,878	02/24/1989
LAMAR	Canada	1,188,805	08/27/2003	N/A	N/A
LAMAR	Canada	1,245,297	01/31/2005	N/A	N/A
LTD	Canada	1,188,804	08/27/2003	N/A	N/A
LTD & DESIGN	Canada	1,251,273	03/18/2005	N/A	N/A
RAGE	Canada	897,394	11/24/1998	N/A	N/A
RAGE	Canada	1,134,184	03/19/2002	N/A	N/A
RAGE OPTICS	Canada	1,266,324	07/27/2005	N/A	N/A
SKATE ATTACK	Canada	614,246(1)	09/10/2003	N/A	N/A
STREET VISION	Canada	1,266,507	07/28/2005	N/A	N/A
ULTRA-WHEELS	Canada	1,244,092	01/20/2005	N/A	N/A
VISION	Canada	1,244,090	01/20/2005	N/A	N/A
VISION	Canada	1,245,293	01/31/2005	N/A	N/A
VISION	Canada	1,279,642	11/15/2005	N/A	N/A
VISION STREET WEAR & DESIGN	Canada	1,279,646	11/15/2005	N/A	N/A
VSW	Canada	1,263,773	07/06/2005	N/A	N/A
DESIGN	United States	74-696,405	06/29/1995	2,029,309	01/07/1997
DESIGN	United States	75-367,275	10/02/1997	2,260,455	07/13/1999

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
LAMAR	United States	74-237,295	01/13/1992	1,836,720	05/17/1994
LTD	United States	74-736,440	09/26/1995	2,094,141	09/09/1997
LTD	United States	78-294,649	09/02/2003	2,916,239	01/04/2005
RAGE	United States	75-600,061	12/04/1998	2,361,611	06/27/2000
RAGE	United States	76-088,963	07/14/2000	2,815,312	02/27/2004
RAGE	United States	76-297,939	08/09/2001	2,674,238	01/14/2003
RAGE	United States	76-402,053	05/01/2002	2,761,059	09/09/2003
SKATE AFFACK	United States	73-736,721	06/27/1988	1,525,938	02/21/1989
ULTRA WHEELS	United States	76-165,567	11/15/2000	2,783,563	11/18/2003
ULTRA-WHEELS	United States	73-610,534	07/21/1986	1,431,336	03/03/1987
VISION	United States	73-798,375	05/08/1989	1,606,336	07/17/1990
VISION	United States	73-798,376	05/08/1989	1,609,085	08/07/1990
VISION	United States	73-686,654	09/28/1987	1,506,010	09/27/1988
VISION	United States	73-599,141	05/16/1986	1,506,001	09/27/1988
VISION	United States	74-720,257	08/25/1995	2,036,634	02/11/1997
VISION STREET WEAR	United States	73-665,409	06/08/1987	1,477,595	02/23/1988
VISION STREET WEAR	United States	73-798,524	05/08/1989	1,606,368	07/17/1990
VISION STREET WEAR	United States	73-599,144	05/16/1986	1,506,002	09/27/1988
VISION STREET WEAR	United States	73-693,341	11/02/87	1,503,097	09/06/1988
VISION STREET WEAR	United States	73-659,957	05/11/1987	1,507,260	01/04/1988
VISION STREET WEAR	United States	73-798,369	05/08/1989	1,606,508	07/17/1990
VISION STREET WEAR LOGO	United States	73-798,368	05/08/1989	1,606,507	07/17/1990
DUKES	United States	75-371,181	10/10/1997	N/A	N/A
DUKES	United States	78-682,946	08/01/2005	N/A	N/A
LAMAR	United States	78-556,574	01/31/2005	N/A	N/A
LAMAR & Design	United States	78-682,827	08/03/2005	N/A	N/A
LJD & Design	United States	78-590,373	03/18/2005	N/A	N/A

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
RAGE	United States	78-542,546	01/05/2005	N/A	N/A
RAGE	United States	78-116,030	03/19/2002	N/A	N/A
RAGE SPORTS	United States	78-682,567	08/01/2005	N/A	N/A
STREET VISION	United States	78-680,294	07/28/2005	N/A	N/A
ULTRA-WHEELS	United States	78-542,558	01/05/2005	N/A	N/A
VISION	United States	78-556,155	01/28/2005	N/A	N/A
VISION	United States	78-755,127	11/16/2005	N/A	N/A
VISION STREET WEAR LOGO	United States	78-755,359	11/16/2005	N/A	N/A
VSW	United States	78-664,503	07/06/2005	N/A	N/A