

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
3681441 Canada Inc.		11/19/2010	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	Mulitex Limited		
Street Address:	909 Cheung Sha Wan Road		
Internal Address:	18th Floor		
City:	Lai Chi Kok, Kowloon		
State/Country:	HONG KONG		
Entity Type:	COMPANY: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2714070	AMERICAN EXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	(212)697-3004		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	vgjini@soferharoun.com		
Correspondent Name:	Sofer & Haroun, LLP		
Address Line 1:	317 Madison Avenue		
Address Line 2:	Suite 910		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	1196-020		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

CH \$40.00 2714070

900180208

**TRADEMARK
 REEL: 004445 FRAME: 0401**

Address Line 4:

NAME OF SUBMITTER:

Robert M. Haroun

Signature:

/ROBERT M. HAROUN/

Date:

01/03/2011

Total Attachments: 5

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DEED OF ASSIGNMENT

This deed of Assignment is made this 11th day of November 2010.

Between

3681441 CANADA INC., a company duly incorporated under the laws of Canada, with a place of business at 400 Sauré Street West, Montreal, Province of Quebec, H3L 1Z8, Canada.

(Hereinafter referred to as the "Assignor") and

MULITEX LIMITED, a company duly incorporated under the laws of Hong Kong, with a place of business at 909 Cheung Sha Wan Road, 18th floor, Lai chi Kok, Kowloon, Hong Kong

(Hereinafter referred to as the "Assignee")

Whereas:

◆ The Assignor is the sole and exclusive proprietor and beneficial owner of the trademark, which consists of the words **AMERICAN EXCHANGE**, full particulars of which are set out respectively in Schedule A attached hereto (hereinafter referred to as the "Trademark");

◆ The Assignor wishes to assign the ownership and all rights existing in the Trademark including the related goodwill, to the Assignee upon the terms set out hereafter;

◆ The Assignee hereby accepts such Assignment subject to the terms and conditions set out below.

Now this deed witnesses as follows:

1. ASSIGNMENT

The Assignor hereby assigns unto the Assignee absolutely together with all the Assignor's rights and interests in respect of the ownership, right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark individually or collectively, and the above identified registrations and or applications, thereof with full effect upon signature by both parties of this deed of Assignment. The present assignment is made for good and valuable considerations. The receipt of which is hereby acknowledged.

2. ASSIGNOR'S OBLIGATIONS

The Assignor agrees with the Assignee at the direction and expense of the Assignee to execute or procure to execute any further documents that the Assignee may reasonably require to give effect to this Assignment and enable the Assignee to record the Assignment contemplated by this deed.

3. WARRANTIES AND INDEMNITIES

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The Assignor warrants that it:

- 3.1 is the proprietor of the Trademark and has full power and authority to enter into this agreement;
- 3.2 has not granted any licenses to any person or entity to use or exploit the Trademark;
- 3.3 has not either by any act or omission caused or permitted to anything which may endanger the registration of the Trademark;
- 3.4 has not knowingly withheld from the Assignee knowledge of any circumstance that may cause objection to the record of this Assignment;
- 3.5 to the best of the Assignor's knowledge no claims have been raised nor any legal proceedings commenced in connection with the validity, the use or the interpretation of the Trademark or in connection with the rights existing in such Trademark;

4. NO VARIATION

Any variation to this Assignment shall be binding as between the parties only if it is recorded in a written document as a deed by or on behalf of the parties hereto.

5. COUNTERPART

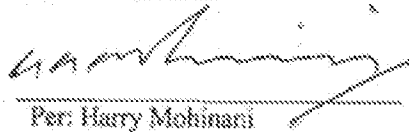
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED AND DELIVERED AS A DEED THE DATE HEREINABOVE WRITTEN.

The Assignor,
3681441 CANADA INC.


Per: Gilbert Bitton

The Assignee,
MULTIEX LIMITED


Per: Harry Mohinani

SCHEDULE A

To the Deed of Assignment between 3681441 Canada Inc. and Multitex Limited in relation with
the trademark

AMERICAN EXCHANGE

AUSTRALIA

Country: Australia
Mark: AMERICAN EXCHANGE
Owner: 3681441 Canada Inc.
Application no.: 895801
Application date: November 21, 2001
Registration no.: 895801
Registration date: November 21, 2001
Class-es: 25 clothing, footwear
Expiration date: November 21, 2011

CANADA

Country: Canada
Mark: AMERICAN EXCHANGE
Owner: 3681441 Canada inc.
Application no.: 1075654
Application date: September 21, 2000
Registration no.: 579,486
Registration date: April 11, 2003
Class-es: 25 Children's clothing, namely, T-shirts, sweatshirts, jogging suits,
trousers, jeans, shorts, tank top, skirts, blouses, sweaters, jackets,
coats, hats, caps, scarves, sleepwear, socks, cardigans, stockings, ...
Expiration date: April 11, 2018

EUROPE

Country: Europe/OHIM
Mark: AMERICAN EXCHANGE
Owner: 3681441 Canada inc.
Application no.: 001 178 482
Application date: May 20, 1999
Registration no.: 001 178 482
Registration date: June 29, 2000
Class-es: 25 clothing, footwear, headwear
Expiration date: May 20, 2019

HONG KONG

Country: Hong Kong
Mark: AMERICAN EXCHANGE
Owner: 3681441 Canada inc.
Application no.: ---
Application date: June 20, 1997
Registration no.: B06466 (Part B of Register)
Registration date: May 8, 2000
Class-es: 25 clothing, footwear
Expiration date: June 20, 2014

MEXICO

Country: Mexico
Mark: AMERICAN EXCHANGE
Applicant/owner: 3681441 Canada inc.
Application no.: 540698
Application date: March 26, 2002
Registration no.: 776094
Registration date: January 30, 2003
Class-es: 25 clothing, footwear, headwear
Expiration date: March 26, 2012

PANAMA

Country: Panama
Mark: AMERICAN EXCHANGE
Owner: 3681441 Canada inc.
Application no.: ---
Application date: ---
Registration no.: 88698
Registration date: July 14, 1997
Class-es: 25
Expiration date: July 14, 2017

SOUTH AFRICA

Country: South Africa
Mark: AMERICAN EXCHANGE
Owner: 3681441 Canada Inc.
Application no.: 2000/23896
Application date: November 30, 2000
Registration no.: 2000-23896
Registration date: October 5, 2005
Class-es: 25 clothing, footwear, headwear
Expiration date: November 30, 2020

TAIWAN

Country: Taiwan
Mark: AMERICAN EXCHANGE
Owner: 3681441 Canada Inc.
Application no.: ---
Application date: ---
Registration no.: 00893525
Registration date: June 1, 2000
Class-es: 25
Expiration date: May 31, 2020

UNITED ARAB EMIRATES

Country: United Arab Emirates
Mark: AMERICAN EXCHANGE
Owner: 3681441 Canada Inc.
Application no.: 56728
Application date: ---
Registration no.: 59118
Registration date: April 9, 2006
Class-es: 25
Expiration date: October 25, 2013

UNITED STATES OF AMERICA

Country: United States of America
Mark: AMERICAN EXCHANGE
Owner: 3681441 Canada inc.
Application no.: 76110104
Application date: August 14, 2000
Registration no.: 2714070
Registration date: May 6, 2003
Class-es: 25 -shirts, blouses, underwear, shirts, pants, ladies' vests, shorts, boots, slippers, shoes, sweaters, sweatshirts, jackets, children's clothing, namely, pants, shirts, and jackets
Expiration date: May 5, 2013