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U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

LY 75 10 0 49

01 MAY 1999

To the Honorable Assistant Commissioner  
for Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Prestige Group U.K. PLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other - Corporation of United Kingdom

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: November 24, 1998

2. Name and address of receiving party(ies):

Name: Meyer Marketing Company Limited

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 71, Craigmuir Chambers

City: Road Town State: Tortola, British Virgin Islands

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other Corporation of British Virgin Islands \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached ☒ Yes ☐ No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Application number(s) or trademark number(s):

A. Trademark Application No(s).

B. Trademark registration No(s).

723,479

Additional numbers attached? ☐ Yes ☒ No

4. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stephen S. Hodgson

Internal Address: AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

Street Address: 711 Louisiana Street, Suite 1900

City: Houston State: TX Zip: 77002

5. Total number of applications and registrations involved: 1

6. Total fee (37 C.F.R. § 3.41) \$ 40  
☒ Enclosed  
☐ Authorized to be charged to deposit account

7. Deposit account number:

16-2435

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen S. Hodgson  
Stephen S. Hodgson, Reg. No. 41,076

April 12, 1999  
Date

04/26/1999 JSH/BAZZ 00000148 723479

01 FC:481

40.00 DP

Total number of pages including cover sheet, attachments and document: 20

DATED 26<sup>th</sup> November 1998

PRESTIGE GROUP U.K. PLC (1)

MEYER INTERNATIONAL HOLDINGS LIMITED (2)

MEYER MARKETING COMPANY LIMITED (3)

AND

MEYER EUROPE SRL

AND

PRESTIGE HAUSHALTSWAREN GmbH

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GLOBAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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DAVIES WALLIS FOYSTER  
SOLICITORS

Certified as a true and exact copy of the original

By K. L. Hodgkinson

Signature K. L. Hodgkinson

of MARKS & CLERK

TRADEMARK

REEL: 1889 FRAME: 0091

THIS ASSIGNMENT is dated  
BETWEEN:

26<sup>th</sup> November

1998 and is made

- (1) PRESTIGE GROUP U.K. PLC (Company No: 320463) of Colne Road, Burnley, Lancashire BB11 2AB, United Kingdom, a company in liquidation acting by its Administrative Receiver Susan Margaret Watson of Messrs. Harris Watson, 44-45 Water Street, Birmingham, United Kingdom, ( the "Assignor"); and
- (2) MEYER INTERNATIONAL HOLDINGS LIMITED (Company No: 27927) whose registered office is at PO Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands (hereinafter referred to as the "Buyer"); and
- (3) THE COMPANIES of which particulars are given in the first 2 columns of Schedule 1 (the "Assignees"), whose respective addresses for service shall be c/o Meyer UK Limited, Morpeth Wharf, Twelve Quays, Birkenhead, L41 1LW.

WHEREAS:

- (A) The Assignor is the registered proprietor of the Trade Marks, Patents and Registered Designs, short particulars of which are set forth in Schedules 2, 3 and 4 to this Assignment ( the "IP Rights").
- (B) By an Agreement dated 19 February 1997 and made between the Assignor and the Buyer (the "Principal Agreement"), the Assignor agreed to sell to the Buyer such right title and interest as the Assignor had in the "Intellectual Property Rights" as defined in the Principal Agreement for the consideration shown in the Principal Agreement.
- (C) The Assignees are all direct or indirect wholly owned subsidiaries of the Buyer.
- (D) At the request and direction of the Buyer, the Assignor and / or its Receiver have agreed to execute a variety of documents (the "Local Documents") meeting the local requirements of the different registries around the world and which the Buyer considers are necessary to enable the Assignees (as sub-purchasers and at the direction of the

Buyer) to become registered as the proprietors of the Intellectual Property Rights there pursuant to the Principal Agreement.

- (E) The parties have agreed to execute this Global Assignment to supplement the Local Documents as between the parties, and to import into each of those documents certain additional terms agreed between the parties for the protection of the Receiver and the Assignor which terms give effect to certain of the terms of the Principal Agreement.

NOW THIS ASSIGNMENT WITNESSES AS FOLLOWS:

1. ASSIGNMENT

In consideration of the sum of £3.698.999 (apportioned between the respective Assignees in the manner shown in column 5 of Schedule 1), paid by the Buyer to the Assignor on 19 February 1997, receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignees respectively ALL the Assignor's property, right, title and interest in the IP Rights listed in the Schedules whose numbers are set against their names in column 4 of Schedule 1, including in so far as the Assignor can assign the same all common law rights connected with them and including the right to sue for damages or other remedies in respect of any past infringement of any such rights TO HOLD to the Assignees absolutely.

2. TERMS TO BE IMPORTED INTO LOCAL DOCUMENTS

2.1 Each of the Local Documents shall be deemed to include a term to the effect that:

- (a) the Receiver is party to the particular Local Document in her own capacity solely for the purpose of receiving and enforcing any obligations undertakings waivers and indemnities on the part of the relevant Assignees such obligations undertakings waivers and indemnities being those undertaken by the Buyer in the Principal Agreement in so far as they relate to the Intellectual Property Rights the

subject of the relevant Local Document;

- (b) the Receiver has entered into and signed the particular Local Document as Administrative Receiver for and on behalf of the Assignor, and incurs and shall incur no personal liability whatsoever whether on her own part or in respect of any failure on the part of the Assignor to observe perform or comply with any of its obligations under the Local Document or the Principal Agreement or under or in relation to any associated arrangements or negotiations, whether such liability would arise under Section 44 of the Insolvency Act 1986 or otherwise howsoever.

2.2 This Assignment and each of the Local Documents is supplemental to the Principal Agreement and without prejudice to the generality of that statement, any clause or provision of the Principal Agreement which excludes or limits any warranty, condition, representation or liability of the Assignor or the Receiver (including without limitation Clause 11 of the Principal Agreement) shall be deemed incorporated in this Assignment and each Local Document as though set out in full in it, and shall bind the Assignees and each of them as if they were a party to the Principal Agreement and by executing this Assignment the Assignees now covenant to be bound by all clauses of the Principal Agreement.

2.3 Each of the Local Documents and this Assignment shall be regarded as one and the same instrument and in the event of any conflict between the terms of any of the Local Documents and this Assignment, the terms of this Assignment shall prevail.

### 3. FURTHER TERMS FOR PROTECTION OF RECEIVER AND ASSIGNOR

3.1 The Receiver is party to this Assignment in her own capacity solely for the purpose of receiving and enforcing the obligations undertakings waivers and indemnities on the part of the Buyer and the Assignees. The Receiver has entered into and signed this Assignment as Administrative Receiver for and on behalf of the Assignor, and the Receiver incurs and shall incur no personal liability whatsoever whether on her own part

or in respect of any failure on the part of the Assignor and/or the Buyer to observe perform or comply with any of their obligations under this Assignment or any of the Local Documents or under or in relation to any associated arrangements or negotiations, whether such liability would arise under Section 44 of the Insolvency Act 1986 or otherwise howsoever.

3.2 The Buyer and the Assignees and each of them shall indemnify and keep indemnified the Assignor and the Receiver and each of them in full on written demand from and against all actions, claims, proceedings, costs, expenses, losses, demands, damages and liabilities whatsoever (including without limitation legal and other professional fees and expenses) suffered or incurred by the Assignor and the Receiver or either of them as a result of or otherwise in connection with the entry into and the execution or delivery of any of the Local Documents or their presentation by any person for registration or recordal in any country.

3.3 Nothing in this Assignment or in any of the Local Documents shall operate:

- (a) to convey or to make the Assignor liable to convey any right, title or interest in any of the IP Rights greater than that which the Assignor actually had as at 19 February 1997 (if any);
- (b) to require the Assignor or the Receiver to execute any document or to do any other thing which they are not already obliged to do under the terms of the Principal Agreement.

IN WITNESS of which this Deed has been duly executed and unconditionally delivered on the date first written above

SCHEDULE 2

Austrian Intellectual Property

Country: Austria  
Proprietor: PRESTIGE GROUP UK PLC  
Trade Mark: PRESTIGE  
Class: 4, 5, 9B, 9F, 13, 20  
Application No:  
Application Date:  
Registration No.: 56249  
Registration Date:  
Next Renewal Due: 10 DEC 05  
Folio No.: T20723AT

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Country: Austria  
Proprietor: PRESTIGE GROUP UK PLC  
Trade Mark: PRESTIGE  
Class: 8 21  
Application No:  
Application Date:  
Registration No.: 131432  
Registration Date:  
Next Renewal Due: 26 JUN 00  
Folio No.: T20725AT

\*\*\*\*\*

Country: Austria  
Proprietor: PRESTIGE GROUP UK PLC  
Trade Mark: SKY-LINE  
Class: 7 8 9 20 21  
Application No:  
Application Date:  
Registration No.: 66132  
Registration Date:  
Next Renewal Due: 03 MAR 00  
Folio No.: T20726AT

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SCHEDULE 3

International Trade Mark Registrations Under The Madrid Agreement

**Country:**

W.I.P.O.

**Designations:**

Austria, France, Germany, Hungary, Italy, Liechtenstein  
Monaco, Morocco, Portugal, Romania, San Marino,  
Switzerland, Tunisia, Vietnam and Yugoslavia.

**Proprietor:**

THE PRESTIGE GROUP LIMITED

**Trade Mark:**

PRESTIGE

**Class:**

7, 9, 11

**Application No:**

R278875

**Application Date:**

24 JAN 84

**Registration No.:**

R278875

**Registration Date:**

24 JAN 84

**Next Renewal Due:**

24 JAN 04

**Folio No.:**

T20830WO

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SCHEDULE 4

All Other International Intellectual Property  
(Except U.K. Intellectual Property and Intellectual Property Detailed  
in Schedules 2 and 3 to this Global Assignment)

Country: United States of America  
Proprietor: THE PRESTIGE GROUP LIMITED  
Trade Mark: PRESTIGE  
Class: 13  
Application No: 024524  
Application Date: 15 FEB 57  
Registration No.: 723479  
Registration Date: 07 NOV 61  
Next Renewal Due: 07 NOV 01  
Folio No.: T21047US

\*\*\*\*\*

Country: United States of America  
Applicant: PRESTIGE GROUP UK PLC  
Article:  
Clients Reference: BARBEQUE  
Application No.: D-292862  
Application Date:  
Grant No.: D-292862  
Grant Date: 24 NOV 89

\*\*\*\*\*

Country: United States of America  
Applicant: PRESTIGE GROUP UK PLC  
Article:  
Clients Reference: TRAVEL IRON  
Application No.:  
Application Date:  
Grant No.: D-291614  
Grant Date: 25 AUG 87

\*\*\*\*\*

Folio No.: P87980US  
Country: United States of America  
Title/Clients Reference: PRESSURE COOKER RELIEF VALVE  
Applicant: PRESTIGE GROUP LTD  
Application No.: 905026  
Application Date: 11 MAY 78  
Publication/Grant No.: 4313371  
Grant Date: 02 FEB 82  
Abandoned:

\*\*\*\*\*

Folio No.: P87981US  
Country: United States of America  
Title/Clients Reference: PRESSURE RELEASE VALVE  
Applicant: PRESTIGE GROUP UK PLC  
Application No.: 597988  
Application Date: 09 APR 84  
Publication/Grant No.: 4560143  
Grant Date: 24 DEC 85  
Abandoned:

\*\*\*\*\*

Folio No.: P87982US  
Country: United States of America  
Title/Clients Reference: PRESSURE COOKER HAVING SAFETY  
Applicant: THE PRESTIGE GROUP PLC  
Application No.: 365436  
Application Date: 05 APR 82  
Publication/Grant No.: 4396130  
Grant Date: 02 FEB 84  
Abandoned:

\*\*\*\*\*

Folio No.: P87983US  
Country: United States of America  
Title/Clients Reference: CAN OPENER - CAPTAIN HOOK  
Applicant: PRESTIGE GROUP UK PLC  
Application No.:  
Application Date: 12/03/92  
Publication/Grant No.: 5291658  
Grant Date: 08/03/94  
Abandoned:

This case has been removed from CPA's records but is still live until 2001

\*\*\*\*\*

SIGNED as a Deed by PRESTIGE GROUP UK plc)  
(In Administrative Receivership) acting by SUSAN )  
MARGARET WATSON its Administrative )  
Receiver pursuant to the powers conferred upon her )  
by Section 42 and Paragraph 9 of Schedule 1 to the )  
Insolvency Act 1986 in the presence of : )

*[Signature]*

Administrative Receiver

*Chris Brown*  
CHRISTIAN BROWN  
26 NEWPORT ROAD  
CHORLTON  
MANCHESTER

SIGNED as a Deed by PAUL WRIGHT )  
as attorney for and on behalf of MEYER )  
INTERNATIONAL HOLDINGS LIMITED )  
in the presence of: )

*Paul Wright*

Witness name *Chris Brown*  
Address *26 Newport Road*  
*CHORLTON*  
*MANCHESTER*

Occupation *Solicitor*

SIGNED as a Deed by PAUL WRIGHT )  
as attorney for and on behalf of MEYER )  
MARKETING COMPANY LIMITED )  
in the presence of: )

*Paul Wright*

Witness name *Chris Brown*  
Address *26 Newport Road*  
*CHORLTON*  
*MANCHESTER*

Occupation *Solicitor*

SIGNED as a Deed by PAUL WRIGHT )  
as attorney for and on behalf of MEYER )  
EUROPE SRL )  
in the presence of: )

*Paul Wright*

Witness name Chit Bone

Address 26 Newport Road  
Chorlton  
Manchester

Occupation Solicitor

SIGNED as a Deed by PAUL WRIGHT )  
as attorney for and on behalf of PRESTIGE )  
HAUSHALTWAREN GmbH )  
in the presence of: )

*Paul Wright*

Witness name Chit Bone

Address 26 Newport Road  
Chorlton  
Manchester

Occupation Solicitor

G. CRD-19856-2-D-ASSIGN.002

TO ALL TO WHOM these presents shall come I,  
PAUL JOSEPH VALENTINE DOUGHERTY, of Douglas,  
Isle of Man NOTARY PUBLIC DO HEREBY CERTIFY the  
genuineness of the signature of

Susan Margaret Watson

[and] Paul Wright on  
the document hereto annexed, such signature(s) having  
been this day subscribed in my presence by

Susan Margaret Watson

[and] Paul Wright  
[who is [are] known to me]

IN FAITH AND TESTIMONY whereof I the said  
Notary, have subscribed my name and set and affixed  
my seal of Office at Douglas Isle of Man aforesaid this  
24th day of November One  
thousand nine hundred and ninety Eight



*Paul Joseph Valentine Dougherty*

NOTARY PUBLIC

TRADEMARK