

US TRADE MARK

002

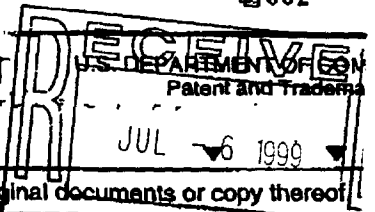
FORM PTO-1594  
(Rev. 8-93)  
OMB No. 0651-0011 (exp. 4/94)

16-99 RE

07-07-1999



SHEET



Tab settings

To the Honorable Commissioner of Patents and Trademarks 101085914

attached original documents or copy thereof

1. Name of conveying party(ies):

ROBERT A. MERRY & COMPANY LIMITED

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 8<sup>th</sup> APRIL 1999

2. Name and address of receiving party(ies)

Name: TIPPERARY WHOLESALE LIMITED

Internal Address: GREENLAWN

Street Address: BORISOLEIGH

City: CO. TIPPERARY, IRELAND State: IRELAND ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative is attached:  Yes  No

(Designations must be a separate document from assignment) Additional name(s) & address:  attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2031690

Additional numbers attached?  Yes  No

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

Name: TIPPERARY WHOLESALE LIMITED

Internal Address: GREENLAWN

Street Address: BORISOLEIGH

City: CO. TIPPERARY State: IRELAND ZIP:

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) US\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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DO NOT USE THIS SPACE

9. 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 and correct copy of the original document.

IATRIC J. COONEY  
Name of Person Signing

[Signature]  
Signature

Total number of pages including cover sheet, attachments, and document: 22

Mail documents to be recorded with required cover information to:

TRADEMARK  
REEL: 001932 FRAME: 0362

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666 JUL 1 1999

WILLIAM FRY  
DRAFT 08:04:99 20.16  
1655MOC

ROBERT A. MERRY & COMPANY LIMITED

- and -

TIPPERARY WHOLESALE LIMITED

ASSIGNMENT OF US TRADE MARK

WILLIAM FRY  
Solicitors  
Fitzwilton House  
Wilton Place  
Dublin 2

7945-001-MOC

THIS ASSIGNMENT is made on

BETWEEN:

ROBERT A. MERRY & COMPANY LIMITED  
having its registered office  
at Cashel Road, Clonmel,  
Co. Tipperary, Ireland  
(hereinafter called the "Assignor")

- and -

TIPPERARY WHOLESALE LIMITED

THIS ASSIGNMENT is made on 8<sup>th</sup> April 1999

BETWEEN

ROBERT A MERRY & COMPANY LIMITED  
having its registered office  
at Cashel Road, Clonmel,  
Co Tipperary, Ireland  
(hereinafter called the "Assignor")

- and -

TIPPERARY WHOLESALE LIMITED  
having its registered office  
at Greenlawn, Borisoleigh, Co Tipperary  
(hereinafter called the "Assignee")



Handwritten notes: 7 11/1, £120 000 00, and other scribbles.

WHEREAS -

A. The Assignor is the registered proprietor of the registered trade mark (the "Trade Mark") full particulars of which are set out in the Schedule hereto

B. The Assignor has agreed to assign the Trade Mark to the Assignee for the consideration hereinafter appearing

NOW THIS DEED WITNESSETH as follows -

**1. Assignment.**

In consideration of the sum of IR£2,000 00 now paid by the Assignee to the Assignor (the receipt whereof the Assignor hereby acknowledges) the Assignor as beneficial owner hereby assigns unto the Assignee all that the Trade Mark together with the goodwill of the business concerned in the goods in respect of which the Trade Mark is registered TO HOLD the same unto the Assignee absolutely.

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**2. Warranty.**

(a) The Assignor hereby warrants to the Assignee that:-

- (i) it is the beneficial and registered owner of the Trade Mark and that the Trade Mark is free from any charge, lien or encumbrance of any kind and that nothing has been done nor has any event occurred whereby any of the Trade Mark may be declared void or invalidated, and
- (ii) it is not engaged in or threatened with any litigation affecting its title to the Trade Mark

**3. Counterparts.**

This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original all such counterparts together constituting but one and the same instrument

**4. Captions.**

The captions to the Clauses in this Assignment are inserted for convenience of reference only and shall not be considered a part or affect the construction or interpretation of this Assignment

**5. Governing Law.**

This Assignment shall be governed by and construed in accordance with the laws of United States of America

SCHEDULE

<u>Trade Mark</u>	<u>Country</u>	<u>Registered No.</u>	<u>Date of Registration</u>
Merrys	United States of America	2031690	21 January 1997

PRESENT when the common seal  
of ROBERT A MERRY & CO LIMITED  
was affixed hereto -

*David G. Bering*  
Solicitor

*Attornel -*

*David P. Quilty*  
Director

*Andrew D. Crowley*  
Director

PRESENT when the common seal  
of TIPPERARY WHOLESALE LIMITED  
was affixed hereto -

*W. J. Cooney Director*  
*Marie J. Cooney Director*

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