

OMB No. 0651-0011 (exp. 4/94)



To the Honorable Commissioner of Patents :

101493460

documents or copy thereof **DKT. 0217.ASG**

1. Name of conveying party(ies):

Laura Ashley Limited *10-2-00*

- Individual(s)
- General Partnership
- Corporation-State
- Other A company incorporated under the laws of England
- 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: July 28, 2000

2. Name and address of receiving party(ies)

Name: HSBC Bank plc

Internal Address: _____

Street Address: 27 Poultry

City: London Country: United Kingdom ZIP: EC2P 2BX

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other A company incorporated under the laws of England

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

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached Yes No

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

A. Trademark Application No.(s): 75/575,079 and 75/568,534

B. Trademark Registration No.(s): 1,009,960; 1,789,975; 1,742,605; 1,609,529; 1,815,611; 1,352,300; 1,762,233; 1,667,295; and 1,609,528

Additional numbers attached? Yes No

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

Name: Devan V. Padmanabhan

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved:.....

11

7. Total fee (37 CFR 3.41).\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1420

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

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 copy of the original document.

Devan V. Padmanabhan
Name of person Signing

Devan V. Padmanabhan
Signature (38,262)

Oct 2, 2000
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

10/20/2000 01:48:01 00:00007 75075177

01 FC:481
02 FC:482

49.00 DP
250.00 DP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this **Agreement**) dated as of ^{28th}
^{July} 2000 between **LAURA ASHLEY LIMITED**, a company incorporated
under the laws of England with registered number 531301 whose address is at 27 Bagleys Lane,
London SW6 2QA (the **Grantor** or the **Borrower**) and **HSBC BANK PLC**, as security trustee and
agent (together with any successor(s) thereto in such capacity the **Agent**) for each of the **Banks** (as
defined below)

WITNESSETH:

WHEREAS pursuant to a Credit Agreement, dated 31st March 2000 (together with all amendments
and other modifications, if any, from time to time thereafter made thereto the **Credit Agreement**),
among the Grantor, Laura Ashley Holdings plc, a company organised under the laws of England (the
Parent), the various banks and financial institutions (individually a **Bank** and collectively the **Banks**)
as are, or may from time to time become, parties thereto and the Agent, the Facility Agent, the
Overdraft Bank and the Standby Bank, the Banks have made available to the Borrower the Facilities;
and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a
Security Deed, on or around the date hereof (together with all amendments and other modifications, if
any, from time to time thereafter made thereto, the **Security Agreement**), among the Grantor, Laura
Ashley Manufacturing B.V., a corporation organised under the laws of the Netherlands (**Laura Ashley
Manufacturing**) and the Agent; and

WHEREAS, as a condition subsequent to the Credit Agreement, the Grantor is required to execute
and deliver this Agreement and to grant to the Agent a continuing security interest in all of the
Trademark Collateral (as defined below) to secure all Secured Liabilities; and

WHEREAS, pursuant to an Assignment Agreement, dated 25 October 1997, and an Assignment
Agreement dated 28 January 1999 Laura Ashley Manufacturing transferred all of its right, title and
interest in all of the Trademark Collateral (as defined below) to the Grantor and such Assignment
Agreement has been filed with the U.S. Patent and Trademark Office (and officially received and
stamped by the Patent and Trademark Office); and

WHEREAS, the Grantor has duly authorised the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement in as much as the Grantor will derive substantial direct and indirect benefits from the Advances made from time to time to the Borrower by the Banks pursuant to the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and, in order to induce the Banks to make Advances (including the initial Advances) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Bank, as follows:

1. DEFINITIONS

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement and the Credit Agreement.

2. GRANT OF SECURITY INTEREST

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Liabilities, the Grantor does hereby mortgage, pledge, assign and hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each Bank, all of the following property (the **Trademark Collateral**) whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, domain names, trade styles, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a **Trademark**), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or

any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

- (b) all Trademark licences, including each Trademark licence referred to in Item B of Attachment 1 hereto;
- (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);
- (d) all of the goodwill of the business connected with the use of, and symbolised by the items described in clauses (a) and (b); and
- (e) all proceeds, products, offspring, issues and income of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark licence, including any Trademark, Trademark registration or Trademark licence referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark licence. For the avoidance of doubt, solely with respect to the assignment of Trademark Collateral which requires the consent of a licensee or another related party, such assignment shall not be effective without the consent of the licensee or such other related party.

3. SECURITY AGREEMENT

This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Bank thereunder) shall remain in full force and effect in accordance with its terms. This Agreement secures the payment and discharge in full of all Secured Liabilities now or hereafter existing under the Credit Agreement and each other Financing Document to which the Grantor is or may become a party, whether for principal, interest, costs, fees, expenses or otherwise.

4. CONTINUING SECURITY INTEREST

This Agreement shall create a continuing security interest in the Trademark Collateral and shall:

- (i) remain in full force and effect until payment and discharge in full of all Secured Liabilities and the termination of all commitments;
- (ii) be binding upon the Grantor, its successors, transferees and assigns; and
- (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and each other Bank.

5. SECURITY INTEREST ABSOLUTE

All rights of the Agent and the security interests granted to the Agent hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional, irrespective of:

- (i) any lack of validity or enforceability of the Credit Agreement or any other Financing Document;
- (ii) the failure of any Bank:
 - (a) to assert any claim or demand or to enforce any right or remedy against the Borrower, or any other person under the provisions of the Credit Agreement or any other Financing Document or otherwise; or
 - (b) to exercise any right or remedy against any other guarantor of, or collateral securing, any Secured Liabilities;
- (iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Liabilities or any other extension, compromise or renewal of any Secured Liability;
- (iv) any reduction, limitation, impairment or termination of any Secured Liability for any reason (other than repayment in full of the Secured Liabilities),

including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and the Grantor hereby waives any right to or claim of) any defence or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, non-genuineness, irregularly, compromise, unenforceability of, or any other event or occurrence affecting, any Secured Liability or otherwise;

- (v) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of the Credit Agreement or any other Financing Document;
- (vi) any addition, exchange, release, surrender or non-perfection of any collateral (including the Trademark Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Secured Liabilities; or
- (vii) any other circumstances which might otherwise constitute a defence available to, or a legal or equitable discharge of, the Borrower, or otherwise.

6. REPRESENTATIONS AND WARRANTIES

The representations and warranties contained in Clauses 5.1 to 5.6, Clauses 6.1 to 6.10 and Clause 7.1 of the Security Agreement are hereby confirmed and restated, insofar as the representations and warranties contained therein by their terms are applicable to the Grantor or its properties or assets, each such representation and warranty (insofar as applicable as aforesaid) together with all related definitions and ancillary provisions, being hereby incorporated into this Agreement by reference as though specifically set forth in this Clause.

7. CERTAIN COVENANTS

The undertakings contained in Clauses 9.1 to 9.9 of the Security Agreement are hereby confirmed and restated, insofar as the undertakings contained therein by their terms are applicable to the Grantor or its properties or assets, each such undertaking (insofar as applicable as aforesaid) together with all related definitions and ancillary provisions being

hereby incorporated into this Agreement by reference as though specifically set forth in this Clause.

8. AGENT APPOINTED ATTORNEY-IN-FACT

The Grantor hereby irrevocably appoints the Agent the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

- (a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral;
- (b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;
- (c) to file any claims or take any action or institute any proceedings which the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral; and
- (d) to perform the affirmative obligations of the Grantor hereunder.

The Grantor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Clause is irrevocable and coupled with an interest.

9. AGENT MAY PERFORM

If the Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by the Grantor pursuant to Clause 13.

10. AGENT HAS NO DUTY

The powers conferred on the Agent hereunder are solely to protect its interest (on behalf of the Banks) in the Trademark Collateral and shall not impose any duty on it to exercise any such powers. Except for reasonable care of any Trademark Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Trademark Collateral.

11. REASONABLE CARE

The Agent is required to exercise reasonable care in the custody and preservation of any of the Trademark Collateral in its possession, **provided however** the Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Trademark Collateral, if it takes such action for that purpose as the Grantor reasonably requests in writing at times other than upon the occurrence of a Default (as described in Clause 15 of the Credit Agreement) which is continuing but failure of the Agent to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care.

12. CERTAIN REMEDIES

If any Default shall have occurred and be continuing:

- (a) The Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the U.C.C. or the laws of the United States (whether or not the U.C.C. applies to the affected Trademark Collateral) and also may:
 - (i) require the Grantor to, and the Grantor hereby agrees that it will, at its expense and upon request of the Agent forthwith, assemble all or part of the Trademark Collateral as directed by the Agent and make it available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties; and

- (ii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' prior notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

- (b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realisation upon all or any part of the Trademark Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied in whole or in part by the Agent for the rateable benefit of the Banks against, all or any part of the Secured Liabilities in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Liabilities shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus.

13. INDEMNITY AND EXPENSES

- (a) The Grantor agrees to indemnify the Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement) except claims, losses or liabilities resulting from the Agent's gross negligence or wilful misconduct.

- (b) The Grantor will upon demand pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Agent may incur in connection with:

- (i) the administration of this Agreement;
- (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realisation upon, any of the Trademark Collateral;
- (iii) the exercise or enforcement of any of the rights of the Agent or the Banks hereunder; or
- (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

14. RELEASE OF SECURITY INTEREST

Upon payment in full and the discharge of all Secured Liabilities and the termination of all commitments, the Agent shall, at the Grantor's expense, promptly execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

15. ACKNOWLEDGMENT, NOTIFICATION OF LICENSEES ETC.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. Notwithstanding anything to the contrary contained herein, the Agent agrees that it will not give, nor require the Grantor to give, specific notice of this Trademark Security Agreement to any party to a Trademark licence unless Default has occurred and is continuing, in which case the Agent may notify any such party in its sole discretion.

16. **FINANCING DOCUMENT ETC.**

This Agreement is a Financing Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

17. **AMENDMENTS ETC.**

No amendment to or waiver of any provision of this Agreement nor consent to any departure by the Grantor herefrom shall in any event be effective unless the same shall be in writing and signed by the Agent (on behalf of the Banks), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

18. **GOVERNING LAW, ENTIRE AGREEMENT, ETC.**

This Agreement shall be deemed to be a contract made under and governed by and construed in accordance with the internal laws of the State of New York (including for such purpose Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), except to the extent that the validity or perfection of the security interests hereunder or remedies hereunder in respect of any particular collateral are governed by the laws of a jurisdiction other than the State of New York. This Agreement and the other Financing Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.

19. **FORUM SELECTION AND CONSENT TO JURISDICTION**

Any litigation based hereon, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of the Banks, the Agent or the Grantor shall be brought and maintained exclusively in the courts of the State of New York or in the United States District Court for the Southern District of New York: **provided however** that any suit seeking enforcement against any collateral or other property may be brought, at the Agent's option, in the courts of any jurisdiction where such collateral or other property may be found. The Grantor

hereby expressly and irrevocably submits to the jurisdiction of the courts of the State of New York and of the United States District Court for the Southern District of New York for the purpose of any such litigation as set forth above and irrevocably agrees to be bound by any judgment rendered thereby in connection with such litigation. The Grantor further irrevocably consents to the service of process by registered mail, postage prepaid, or by personal service within or without the State of New York. The Grantor hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum. To the extent that the Grantor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself or its property, the Grantor hereby irrevocably waives such immunity in respect of its obligations under this Agreement.

20. WAIVER OF JURY TRIAL


The Banks, the Agent and the Grantor hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of the Banks, the Agent or the Grantor. The Grantor acknowledges and agrees that it has received full and sufficient consideration for this provision (and each other provision of each other Financing Document to which it is a party) and that this provision is a material inducement for the Banks entering into the Credit Agreement and each such other Financing Document. Save for gross negligence or wilful default, no event shall the Agent or any Bank be liable for any consequential damages which may be alleged in connection herewith or the transactions contemplated hereby.

21. COUNTERPARTS

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorised as of the day and year first above written.

LAURA ASHLEY LIMITED

By: 



Title: DIRECTOR.

DIRECTOR

Address: 27 Bagleys Lane
Fulham
London
SW6 2QA

Attention: Stephen Cox

Fax: + 44 (0) 20 7880 5111

HSBC BANK PLC

as Agent

By: 
KEISH H HUI

Title: MANAGER

Address: 27 Poultry
London
EC2P 2BX

Attention: Ray Moore

Fax: +44 (0) 20 7260 5791

ATTACHMENT 1

Item A. Trademarks

Registered Trademarks

Country: USA TradeMark	Class	Reg No	Reg Date	App No	App Date	Renewal
800 LAURA ASHLEY	35 39				01 Dec 1999	
ASHLEY	20 24 25 27			75/575079	22 Oct 1998	
CHILDREN'S ROOM and Device	2			75/568534	13 Oct 1998	
LAURA ASHLEY	16					
LAURA ASHLEY	24 25	1009960	06 May 1975	3933	18 Oct 1973	06 May 2005
LAURA ASHLEY	1 3 5 6 8 9 10 12 14 15 16 20 21 28 29 30 31 36 42	1789975	31 Aug 1993	788729	22 Mar 1989	31 Aug 2003
LAURA ASHLEY	2 24 25 27	1742605	29 Dec 1992	799947	12 May 1989	29 Dec 2002
LAURA ASHLEY	4 11 18 19 23 26	1609529	14 Aug 1990	799946	12 May 1989	14 Aug 2000
LAURA ASHLEY MOTHER AND CHILD device	3 5 8 10 11 12 15 16 18 20 21 24 25 27 28	1815611	11 Jan 1994	790673	03 Apr 1989	11 Jan 2004
LAURA ASHLEY sprig oval device	16					
LAURA ASHLEY sprig oval device	2 3 21 24 25 27	1352300	06 Aug 1985	372228	28 June 1982	06 Aug 2005

LAURA ASHLEY sprig oval device	1 3 5 9 16 20 21 28 29 31 36 42	1762233	06 Apr 1993	788728	22 Mar 1989	06 Apr 2003
LAURA ASHLEY sprig oval device	24 25 27	1667295	10 Dec 1991	799948	12 May 1989	10 Dec 2001
LAURA ASHLEY sprig oval device	4 11 18 19 23 26	1609528	14 Aug 1990	799945	12 May 1989	14 Aug 2000

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
USA	800 LAURA ASHLEY	Unknown	1.12.99
USA	CHILDREN'S ROOM and Device	751 568534	13.10.98

Trademark Applications in Preparation

Country	Trademark	Docket No.	Expected Filing Date	Products/ Services
		NONE		

Item B. Trademark Licences

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date

NONE

ANNEX I

Attached to and made part of
Uniform Commercial Code (UCC)
Form UCC-1 Financing Statement
for
LAURA ASHLEY LIMITED

ITEM A: ADDRESSES

DEBTOR: LAURA ASHLEY LIMITED
27 Bagleys Lane
Fulham
London
SW6 2QA

SECURED PARTY: HSBC BANK PLC ,
27 Poultry
London
EC2P 2BX

ITEM B: COLLATERAL DESCRIPTION

The Form UCC-1 Financing Statement to which this Annex I is attached and forms a part, covers the following types (or items) of property of the Debtor, wherever located, whether now owned or hereafter existing or acquired (the **Collateral**), in which the Debtor grants a security interest in and lien on:

- (A) all trademarks, trade names, corporate names, company names, business names, domain names, trade styles, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this Clause (A) being collectively called a **Trademark**), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing,

including registrations, recordings and applications in the United States Patent and Trademark Office or in any office in the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

- (B) all Trademark licences, including each Trademark licence referred to in Item B of Attachment 1 hereto;
- (C) all reissues, extensions or renewals of any of the items described in Clauses (A) and (B);
- (D) all of the goodwill of the business connected with the use of, and symbolised by the items described in Clauses (A) and (B); and
- (E) all proceeds, products, offspring, issues and income of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark licence, including any Trademark, Trademark registration or Trademark licence referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark licence. For the avoidance of doubt, solely with respect to the assignment of Trademark Collateral which requires the consent of a licensee or another related party, such assignment shall not be effective without the consent of the licensee or such other related party.



Mark: ASHLEY

Application No.: 75/575,079

Owner: Laura Ashley Limited

Filing Date: October 22, 1998

DESIGNATION OF DOMESTIC REPRESENTATIVE

In accordance with 15 U.S. C. Section 1051(e), 37 CFR 2.24 and TMEP 604, HSBC Bank plc hereby appoints the following parties as a domestic representative, upon whom notice or process in proceedings affecting the mark may be served:

Elizabeth C. Buckingham, David N. Fronek, Stuart R. Hemphill, Joshua J. Burke, David E. Bruhn, Gerald H. Sullivan, Devan V. Padmanabhan, Carolyn M. Sandberg, Jamie N. Nafziger, A. Minnie Alexander, and Theresa K. Hanks, all of the firm of:

Dorsey & Whitney LLP
220 South Sixth Street
Minneapolis, MN 55402
Telephone: 612/340-2600

HSBC Bank plc

Date: 25 SEPTEMBER 2000

By: 

Name: KEITH HUNT
(Printed)

Title: MANAGER

HSBC Bank plc
Loan Management Unit, 27-32 Poultry, London EC2P 2BX
Tel: 020-7260 5654 Fax: 020-7260 5791

*Registered in England number 14259. Registered Office: Poultry, London EC2P 2BX
Regulated by the Personal Investment Authority and SFA.
We only advise on our own life assurance, pensions and unit trusts.*

TRADEMARK
REEL: 002158 FRAME: 0471



Mark: CHILDREN'S ROOM AND DEVICE Registration No.: 75/568,534

Owner: Laura Ashley Limited

Filing Date: October 13, 1998

DESIGNATION OF DOMESTIC REPRESENTATIVE

In accordance with 15 U.S. C. Section 1051(e), 37 CFR 2.24 and TMEP 604, HSBC Bank plc hereby appoints the following parties as a domestic representative, upon whom notice or process in proceedings affecting the mark may be served:

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Dorsey & Whitney LLP
220 South Sixth Street
Minneapolis, MN 55402
Telephone: 612/340-2600

HSBC Bank plc

Date:

25 September 2000

By:

Name:

KEITH HUNT

(Printed)

Title:

MANAGER

HSBC Bank plc

Loan Management Unit, 27-32 Poultry, London EC2P 2BX
Tel: 020-7260 5654 Fax: 020-7260 5791

*Registered in England number 14259. Registered Office: Poultry, London EC2P 2BX
Regulated by the Personal Investment Authority and SFA.
We only advise on our own life assurance, pensions and unit trusts.*

TRADEMARK
REEL: 002158 FRAME: 0472



Mark: LAURA ASHLEY

Registration No.: 1,009,960

Owner: Laura Ashley Limited

Registration Date: May 6, 1975

DESIGNATION OF DOMESTIC REPRESENTATIVE

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220 South Sixth Street
Minneapolis, MN 55402
Telephone: 612/340-2600

HSBC Bank plc

Date: 25 SEPTEMBER 2000

By: 

Name: KEITH HUNT
(Printed)

Title: MANAGER

HSBC Bank plc
Loan Management Unit, 27-32 Poultry, London EC2P 2BX
Tel: 020-7260 5654 Fax: 020-7260 5791

*Registered in England number 14259, Registered Office: Poultry, London EC2P 2BX
Regulated by the Personal Investment Authority and SFA.
We only advise on our own life assurance, pensions and unit trusts.*

TRADEMARK
REEL: 002158 FRAME: 0473



Mark: LAURA ASHLEY

Registration No.: 1,742,605

Owner: Laura Ashley Limited

Registration Date: December 29, 1992

DESIGNATION OF DOMESTIC REPRESENTATIVE

In accordance with 15 U.S. C. Section 1051(e), 37 CFR 2.24 and TMEP 604, HSBC Bank plc hereby appoints the following parties as a domestic representative, upon whom notice or process in proceedings affecting the mark may be served:

Elizabeth C. Buckingham, David N. Fronck, Stuart R. Hemphill, Joshua J. Burke, David E. Bruhn, Gerald H. Sullivan, Devan V. Padmanabhan, Carolyn M. Sandberg, Jamie N. Nafziger, A. Minnie Alexander, and Theresa K. Hanks, all of the firm of:

Dorsey & Whitney LLP
220 South Sixth Street
Minneapolis, MN 55402
Telephone: 612/340-2600

HSBC Bank plc

Date: 25 September 2000

By:  _____

Name: KEITH HUNT
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TRADEMARK
REEL: 002158 FRAME: 0475



Mark: LAURA ASHLEY

Registration No.: 1,609,529

Owner: Laura Ashley Limited

Registration Date: August 14, 1990

DESIGNATION OF DOMESTIC REPRESENTATIVE

In accordance with 15 U.S. C. Section 1051(e), 37 CFR 2.24 and TMEP 604, HSBC Bank plc hereby appoints the following parties as a domestic representative, upon whom notice or process in proceedings affecting the mark may be served:

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HSBC Bank plc

Date: 25 SEPTEMBER 2000

By: 

Name: KEITH HUNT
(Printed)

Title: MANAGER

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TRADEMARK
REEL: 002158 FRAME: 0476



Mark: LAURA ASHLEY
MOTHER AND CHILD DEVICE

Registration No.: 1,815,611

Owner: Laura Ashley Limited

Registration Date: January 11, 1994

DESIGNATION OF DOMESTIC REPRESENTATIVE

In accordance with 15 U.S. C. Section 1051(e), 37 CFR 2.24 and TMEP 604, HSBC Bank plc hereby appoints the following parties as a domestic representative, upon whom notice or process in proceedings affecting the mark may be served:

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Dorsey & Whitney LLP
220 South Sixth Street
Minneapolis, MN 55402
Telephone: 612/340-2600

HSBC Bank plc

Date: 25 SEPTEMBER 2000

By: Keith Hunt

Name: KEITH HUNT
(Printed)

Title: MANAGER

HSBC Bank plc
Loan Management Unit, 27-32 Poultry, London EC2P 2BX
Tel: 020-7260 5654 Fax: 020-7260 5791

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TRADEMARK
REEL: 002158 FRAME: 0477



Mark: LAURA ASHLEY
Sprig Oval Device

Registration No.: 1,352,300

Owner: Laura Ashley Limited

Registration Date: August 6, 1985

DESIGNATION OF DOMESTIC REPRESENTATIVE

In accordance with 15 U.S. C. Section 1051(c), 37 CFR 2.24 and TMEP 604, HSBC Bank plc hereby appoints the following parties as a domestic representative, upon whom notice or process in proceedings affecting the mark may be served:

Elizabeth C. Buckingham, David N. Fronck, Stuart R. Hemphill, Joshua J. Burke, David E. Bruhn, Gerald H. Sullivan, Devan V. Padmanabhan, Carolyn M. Sandberg, Jamie N. Nafziger, A. Minnie Alexander, and Theresa K. Hanks, all of the firm of:

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220 South Sixth Street
Minneapolis, MN 55402
Telephone: 612/340-2600

HSBC Bank plc

Date: 25 September 2000

By: 

Name: KEITH HUNT
(Printed)

Title: MANAGER

HSBC Bank plc
Loan Management Unit, 27-32 Poultry, London EC2P 2BX
Tel: 020-7260 5654 Fax: 020-7260 5791

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TRADEMARK
REEL: 002158 FRAME: 0478



Mark: LAURA ASHLEY
Sprig Oval Device

Registration No.: 1,762,233

Owner: Laura Ashley Limited

Registration Date: April 6, 1993

DESIGNATION OF DOMESTIC REPRESENTATIVE

In accordance with 15 U.S. C. Section 1051(e), 37 CFR 2.24 and TMEP 604, HSBC Bank plc hereby appoints the following parties as a domestic representative, upon whom notice or process in proceedings affecting the mark may be served:

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Dorsey & Whitney LLP
220 South Sixth Street
Minneapolis, MN 55402
Telephone: 612/340-2600

HSBC Bank plc

Date: 25 September 2000

By: 

Name: KEITH HUNT
(Printed)

Title: MANAGER

HSBC Bank plc
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TRADEMARK
REEL: 002158 FRAME: 0479



Mark: LAURA ASHLEY
Sprig Oval Device

Registration No.: 1,667,295

Owner: Laura Ashley Limited

Registration Date: December 10, 1991

DESIGNATION OF DOMESTIC REPRESENTATIVE

In accordance with 15 U.S. C. Section 1051(e), 37 CFR 2.24 and TMEP 604, HSBC Bank plc hereby appoints the following parties as a domestic representative, upon whom notice or process in proceedings affecting the mark may be served:

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HSBC Bank plc

Date: 25 September 2000

By:  _____

Name: KEITH HUNT
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Title: MANAGER

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TRADEMARK
REEL: 002158 FRAME: 0480



Mark: LAURA ASHLEY
Sprig Oval Device

Registration No.: 1,609,528

Owner: Laura Ashley Limited

Registration Date: August 14, 1990

DESIGNATION OF DOMESTIC REPRESENTATIVE


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HSBC Bank plc

Date: 25 SEPTEMBER 2000

By: 

Name: KEITH HUNT
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Title: MANAGER

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RECORDED: 10/02/2000

**TRADEMARK
REEL: 002158 FRAME: 0481**