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J. 26 .01

PATENTS
TRADEMARKS
COPYRIGHTS
UNFAIR COMPETITION
LICENSING
COMPUTER AND HIGH
TECHNOLOGY MATTERS
RELATED LITIGATION

February 20, 2001

H. HUME MATHEWS (1011-1069)

03-07-2001



101629441

Via First Class Mail

Commissioner For Trademarks
Assignment Branch
Crystal Gateway #4
Room 300
Washington, DC 20231

Attention: Trademark Assignment Branch

RE: Assignment of U.S. Trademark Registration Numbers 1,314,803
for the mark DAYS GONE and 1,872,612 for the mark VANGUARDS
Our File Numbers: 4393-107 US and 4393-108 US

Dear Sir or Madam:

Enclosed please find a true copy of an Assignment of Intellectual Property and Goodwill. Please record and index this document against U.S. Trademark Registration Numbers 1,314,803 for the mark DAYS GONE and 1,872,612 for the mark VANGUARDS ensuring that these registrations now show ownership by Corgi Classics Limited, a Limited Company of the United Kingdom.

1. The Name of the Party conveying an interest:

Lledo plc
Plumtree Court
London EC4A 4HT
UNITED KINGDOM

Entity:

- Individual Association
- General Partnership Limited Partnership
- Corporation
- A Public Company of the United Kingdom

03/08/2001 DBYRNE

00000050 1314803

01 FC:481
02 FC:482

40.00 OP
25.00 OP

2. Name and Address of Party Receiving an Interest:

Corgi Classics Limited
Harcourt Way
Meridian Business Park
Leicester LE3 2RL
UNITED KINGDOM

Entity:

- | | | | |
|-------------------------------------|---|--------------------------|---------------------|
| <input type="checkbox"/> | Individual | <input type="checkbox"/> | Association |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Corporation | | |
| <input checked="" type="checkbox"/> | A Limited Company of the United Kingdom | | |

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
 No

3. Interest Conveyed:

- | | | | |
|-------------------------------------|--------------------|--------------------------|----------------|
| <input checked="" type="checkbox"/> | Assignment | <input type="checkbox"/> | Change of Name |
| <input type="checkbox"/> | Security Agreement | <input type="checkbox"/> | Merger |
| <input type="checkbox"/> | Other | | |

4. Application number(s) or registration(s) number(s).

Additional sheet attached: Yes No

A. APPLICATION SERIAL NO.(s)

B. TRADEMARK REGISTRATION NO.(s)

1,314,803
1,872,612

-3-

5. Name and Address of party of whom correspondence concerning document should be mailed.

Todd A. Denys, Esq.
MATHEWS, COLLINS, SHEPHERD & GOULD, PA
100 Thanet Circle, Suite 306
Princeton, NJ 08540-3674
Tel. No. (609) 924-8555

6. Number of applications and registrations involved:

Two (2)

7. Amount of fee enclosed or authorized to be charged:

\$65

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

13-2165

Your prompt attention to expediting the recordation of the assignment request is greatly appreciated. Please ensure that these registrations now show ownership by Corgi Classics Limited, a Limited Company of the United Kingdom.

If you have any questions, please do not hesitate to telephone me directly at (609) 924-8555.

9. Date of execution of attached document: January 9, 2000

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

FEBRUARY 20, 2001
Date

Todd Denys
Signature

TODD DENYS
Name of Person Signing

Very truly yours,

MATHEWS, COLLINS, SHEPHERD & GOULD

- /tad
Encls.
1. Photocopy of Assignment of Intellectual Property and Goodwill
 2. Appointment of Domestic Representative
 3. Check in the amount of \$65.00
 4. This Official Letter of Transmittal
 5. Acknowledgement Postcard

DATED 9 January ²⁰⁰⁰
₁₉₉₉

LLEDO PLC

and

CORGI CLASSICS LIMITED

**ASSIGNMENT OF INTELLECTUAL
PROPERTY AND GOODWILL**

EVERSHEDS

SOLICITORS

115 Colmore Row

Birmingham

B3 3AL

Tel: 0121 232 1000

Fax: 0121 232 1900

Ref: PAW



EVERSHEDS

Business Lawyers in Europe

TRADEMARK

REEL: 002246 FRAME: 0189

THIS DEED is made the 9 day of January 1999 2000

BETWEEN:

- (1) **LLEDO PLC** whose registered office is at Plumtree Court, London EC4A 4HT (the "Assignor"); and
- (2) **CORGI CLASSICS LIMITED** whose registered office is at Harcourt Way, Meridian Business Park, Leicester LE3 2RL (the "Assignee").

RECITALS

- (A) The Assignor is the owner of the Intellectual Property.
- (B) The Assignor has carried on the business of LLEDO PLC using the name and marks/logos LLEDO (the "Name").
- (C) On 8 October 1999 **ALAN JOHN BARRETT** and **PETER NORMAN SPRATT** (the "Receivers") of PricewaterhouseCoopers of Plumtree Court, London EC4A 4HT were appointed to be joint administrative receivers of the Assignor by Barclays Bank plc pursuant to powers contained in a debenture dated 14 March 1996.
- (D) The Assignor has agreed by an agreement dated 9 November 1999 (the "Sale Agreement") to assign all its right and title and interest in the Goodwill and the Intellectual Property to the Assignee on the terms and conditions set out below. All capitalised terms in this Agreement shall have the same meaning as in the Sale Agreement unless otherwise stated.
- (E) The Intellectual Property includes the Trade Marks which are the trade marks listed in the schedule hereto.

IT IS AGREED as follows:

1. **Assignment**

In consideration of the sum of £59,000 (the receipt of which the Assignor acknowledges) the Assignor assigns and transfers absolutely to the Assignee all such right, title and interest as it may have in and to the Intellectual Property, (including all

statutory and common law rights attaching to the Intellectual Property) and the Goodwill.

2. **Further Assurance**

The Assignor undertakes at the request and expense of the Assignee to do all acts and execute all documents that may be necessary to confirm the title of the Assignee to the Intellectual Property and the Goodwill assigned in Clause 1 above whether in connection with any registration of such title or to protect the Assignee's rights in the assigned Intellectual Property rights and/or assets or otherwise.

3. **Exclusion of Covenants**

No covenant for title or title guarantee of any sort shall be implied into this Deed and the exclusions and limitations set out at Clause 14 of the Sale Agreement shall apply to this Deed as if set out in full in this Deed.

4. **Exclusion of Receivers' Personal Liability**

The Receivers have executed this Deed as agents for the Assignor and neither they nor their firm or representatives shall incur any personal liability in respect of it or any document made to implement its terms or any collateral agreement which may exist or be implied in any way in respect of the assigned assets or rights.

5. **Certificate of Value**

It is certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £60,000.

SCHEDULE

The Trade Marks

Applicant	Trade Mark	Country	Number	Class	Filed	Renewal Date
Lledo (London) Limited	Days Gone	Australia	338986	28	22.03.83	22.03.04
Lledo (London) Limited	Days Gone	Canada	595331	28	12.11.87	10.03.04
Lledo (London) Limited	Days Gone	France	1231737	28	29.03.83	29.03.03
Lledo (London) Limited	Days Gone	Germany	1168666	28	25.01.90	25.01.00
Lledo (London) Limited	Days Gone	Italy	418062	28	29.03.83	29.03.03
Lledo plc	Days Gone	United Kingdom	1192136	28	15.03.83	15.03.04
Lledo plc	Lledo	United Kingdom	1310984	28	22.05.87	22.05.08
Lledo plc	Lledo Logo	United Kingdom	1310985	28	22.05.87	22.05.08
Lledo plc	Days Gone	United Kingdom	1408315	28	18.12.89	18.12.96
Lledo plc	Vanguards	United Kingdom	1515030	28	16.10.92	16.10.99
Lledo plc	Promotors	United Kingdom	1533462	28	21.04.93	21.04.00
Lledo (London) Limited	Days Gone	USA	1314803	28	29.08.83	15.01.05
Lledo (London) Limited	Lledo	USA	1613064	28	02.01.90	Cancelled
Lledo plc	Vanguards	USA	1872612	28	18.11.92	10.01.97-8

IN WITNESS of which this Deed has been executed as follows:

EXECUTED and DELIVERED)
as a DEED by LLEDO PLC)
acting by one of the Receivers)
appointed pursuant to and in)
exercise of powers contained in)
a debenture dated 14 March 1996)
made between the Assignor (1) and)
Barclays Bank plc (2) in the)
presence of:)

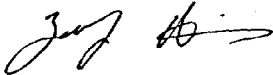


.....
LLEDO PLC
by its receivers

.ALAN...J...BARRETT...

Receiver

Witness:



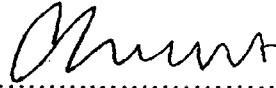
Name: ZELF HUSSAIN

Address: PLUMTREE COURT
LONDON
EC4A 4HT

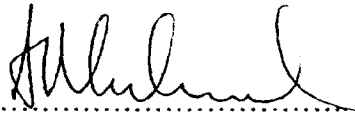
Occupation:

CHARTERED ACCOUNTANT

EXECUTED and DELIVERED)
as a DEED by CORGI)
CLASSICS LIMITD by these)
signatures:)



.....
Director



.....
Director/Secretary