

03-15-2001

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101638159

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#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
01 03 1998

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
12 17 1997

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/15/2001 GTDN11 00000088 903055

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01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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TRADEMARK  
REEL: 002251 FRAME: 0617

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. Attorney Docket No. 211/195 #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="903055"/>	<input type="text" value="1872161"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

David S. Kashman

*David S. Kashman*

03/01/01

Name of Person Signing

Signature

Date Signed

# DUNDAS & WILSON

## ASSIGNATION

by

THE BALLANTYNE CASHMERE COMPANY LIMITED

in favour of

DAWSON INTERNATIONAL HOLDINGS (UK) LIMITED

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re: Intellectual Property Rights

---

Dundas & Wilson CS  
Saltire Court  
20 Castle Terrace  
Edinburgh  
EH1 2EN

by

THE BALLANTYNE CASHMERE COMPANY LIMITED (formerly known as The Ballantyne Sportswear Company Limited) a company incorporated in Scotland with registered number SC016325 and having its registered office at Caerlee Mills, Innerleithen, Peeblesshire EH44 6HP (hereinafter referred to as the "Assignor")

in favour of

DAWSON INTERNATIONAL HOLDINGS (UK) LIMITED, a company incorporated in Scotland with registered number SC54674 and having its registered office at Lochleven Mills, Kinross KY13 7GL (hereinafter referred to as the "Assignee")

WHEREAS

- 
- (A) The Assignor is the lawful proprietor of certain Intellectual Property Rights (as defined below); and
  - (B) The Assignor is willing, as requested by the Assignee, to transfer to the Assignee all the said Intellectual Property Rights.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

In this Assignment the following terms shall have the following meanings unless the context otherwise requires:

Effective Date means 3rd January 1998;

Intellectual Property Rights means all registrations of and pending applications for the trade marks and design listed in the Schedule to this Assignment, together with the rights to make future applications and to sue for any and all past infringements;

and (to the extent vested in the Assignor) all copyright, United Kingdom design right and technical information and know-how relating to the Products;

Products means knitwear, textiles and other garments made and/or sold by the Assignor in the course of its business; and

Schedule means the Schedule annexed to and forming part of this Agreement;

## 2. ASSIGNATION

The Assignor hereby assigns to the Assignee all its property right title and interest in the Intellectual Property Rights, and hereby undertakes at the request and cost of the Assignee to execute all such further documents, forms and authorisations as may be required to vest full right title and interest in the Intellectual Property Rights in the Assignee absolutely, including but not limited to registration of the Assignee's title as proprietor at relevant trade mark registries anywhere in the world.

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## 3. WARRANTIES

- 3.1 The Assignor hereby warrants represents and undertakes to the Assignee as follows:-
- (a) it has full power to enter into and perform this Assignment, and this Assignment constitutes binding obligations on it in accordance with its terms; and
  - (b) the Intellectual Property Rights which are the subject of registration are its sole absolute property free from encumbrances, free and clear of any security interest or third party rights.

## 4. DELIVERABLES

- 4.1 Upon the Effective Date the Assignor shall deliver to the Assignee, insofar as capable of delivery and not being already in the Assignee's possession, all agreements and records and technical information relating to the Intellectual Property Rights.
- 4.2 The Assignor has instructed the patent agents, Marks & Clerk (of 57-60 Lincoln's Inn Fields London WC2A 3LS) (the "Patent Agents") that all records and technical

information which the Patent Agents hold relating to the Intellectual Property Rights are to be held to the order of the Assignee from the Effective Date.

5. GOVERNING LAW

This Assignment shall be governed by and construed in accordance with the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Court of Session in Scotland: IN WITNESS WHEREOF these presents on this and the two preceding pages together with the Schedule are executed as follows

by THE BALLANTYNE CASHMERE Jm O'Donovan Witness

COMPANY LIMITED at Inverlathie  
on 17 December 1997

JOHN MICHAEL O'DONOVAN Full Name

by [Signature] Director  
before this Witness

BRAEVAL Address

WILLOW DEAN, MAWICK TO5 7H2

ACCOUNTANT Occupation

by DAWSON INTERNATIONAL  
HOLDINGS (UK) LIMITED

at Kinross  
on 16 December 1997

KATH SWINLEY Witness

KATH ALEXANDER CAIRNS Full Name  
SWINLEY

by [Signature] Director  
before this Witness

LOCHLEVEN MILLS Address

KINROSS FIFE

SOLICITOR Occupation

This is the Schedule to the  
 Assignment by The  
 Ballantyne Cashmere  
 Company Limited in favour  
 of Dawson International  
 Holdings (UK) Limited

Intellectual Property Rights

Trade Marks

<u>Mark</u>	<u>Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Renewal Date</u>
B.Style 6	2393	Antigua		4 June 2009
B.Style 6	1095873/8	Argentina		17 October 2004
B.Style 6	B359437	Australia		23 April 2002
B.Style 1	A113260	Australia		12 March 2009
B.Style 6	98026	Austria		28 October 2001
B.Style 6	10243	Bahamas		21 April 2005
B.Style 6	81/1710	Barbados		16 June 1998
<del>B.Style 6</del>	<del>81/1710</del>	<del>Barbados</del>		<del>16 June 1998</del>
B.Style 1	81/1571	Barbados		8 November 1998
B.Style 8	521687	Benelux		15 January 2003
B.Style 8	448379	Benelux		11 May 1998
B.Style 6	373270	Benelux		27 April 2001
B.Style 4	112847	Benelux		Perpetual
B.Style 1	73438	Benelux		Unlimited
B.Style 6	9411	Bermuda		2 October 2002
B.Style 6	1878	British Virgin Islands		28 April 2009
B.Style 3	628	British Virgin Islands		27 July 2000
B.Style 6	297141	Canada		16 November 1999
B.Style 1	162052	Canada		11 April 1999
B.Style 3	180/45859	Canada		17 February 1998
B.Style 8	167/42714	Canada		13 April 2010
B.Style 6	378708	Chile		6 August 2001
B.Style 8	361528	China		20 September 1999
B.Style 8	362386	China		30 September 1999
B.Style 8	361496	China		20 September 1999
B.Style 8	362499	China		30 September 1999
B.Style 8	361139	China		10 September 1999
B.Style 8	362683	China		30 September 1999
B.Style 8	360966	China		10 September 1999
B.Style 8	359282	China		30 August 1999
B.Style 8	360967	China		10 September 1999
B.Style 8	359305	China		30 August 1999
B.Style 6	164938	Czechoslovakia		23 April 2001
B.Style 6	660/1985	Denmark		15 February 2005
B.Style 6	58919	Egypt		3 May 2001

<u>Mark</u>	<u>Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Renewal Date</u>
B.Style 4	26723	Egypt		15 March 2003
B.Style 8	B133356	Eire		7 April 2009
B.Style 6	87062	Finland		20 October 2003
B.Style 1	53708	Finland		20 December 1998
B.Style 1	26969	Finland		13 October 2003
B.Style 9	1715263	France		27 December 2001
B.Style 8	1604305	France		11 June 1998
B.Style 8	1604305	France		11 June 1998
B.Style 6	1660366	France		3 May 2001
B.Style 2	1470279	France		8 June 1998
B.Style 8	1138145	Germany		16 August 1998
B.Style 6	1031851	Germany		25 April 2001
B.Style 6	68799	Greece		5 May 2001
B.Style 8	B888/1990	Hong Kong		15 April 2009
B.Style 8	B743/1990	Hong Kong		15 April 2009
B.Style 6	B335/1989	Hong Kong		21 May 1998
B.Style 8	B884/1990	Hong Kong		15 April 2009
B.Style 1	B97/1975	Hong Kong		13 October 2002
B.Style 6	B1609/1985	Hong Kong		16 January 2005
B.Style 6	8162/95	Hong Kong		25 August 2009
B.Style 9	2186/95	Hong Kong		17 July 1999
B.Style 6	123000	Hungary		12 May 2001
<del>B.Style 8</del>	<del>513364</del>	<del>Italy</del>		<del>20 January 2008</del>
B.Style 8	543494	Italy		12 October 1998
B.Style 8	359458	Italy		28 July 1998
B.Style 8	359457	Italy		28 July 1998
B.Style 6	395007	Italy		7 May 2001
B.Style 7	326210	Italy		16 November 1999
B.Style 5	367932	Italy		18 April 1999
B.Style 4	669668	Italy		28 February 2003
B.Style 1	543727	Italy		2 September 2007
B.Style 4	669669	Italy		18 March 2003
B.Style 8	20333	Jamaica		1 June 2002
B.Style 1	12107	Jamaica		18 September 2002
B.Style 8	2705652	Japan		30 September 2004
B.Style 6	1718864	Japan		30 April 2004
B.Style 8	2715683	Japan		30 August 2006
B.Style 6	2213051	Japan		23 August 1999
B.Style 8	2339622	Japan		30 March 2001
B.Style 8	2705653	Japan		30 September 2004
B.Style 8	2716530	Japan		30 September 2006
B.Style	3197087	Japan		30 September 2006
B.Style 8	2720528	Japan		18 April 2007
B.Style 8	181603	Korea South		19 October 1999
B.Style 8	188846	Korea South		16 February 2000
B.Style 8	182855	Korea South		9 November 1999
B.Style 8	178641	Korea South		8 September 1999
B.Style 8	6191-M	Macao		23 April 2002
B.Style 8	8893-M	Macao		2 April 2002
B.Style 8	12174	Monaco		8 July 1998



<u>Mark</u>	<u>Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Renewal Date</u>
B.Style 7	461713	Monaco		14 July 2001
B.Style 9	10426/051	Nepal		12 March 2002
B.Style 9	10427/051	Nepal		12 March 2002
B.Style 9	10428/051	Nepal		12 March 2002
B.Style 9	10429/051	Nepal		12 March 2002
B.Style 6	12000	Netherland Antilles		3 July 2011
B.Style 1	53050	New Zealand		10 March 2002
B.Style 6	113820	Norway		5 May 2003
B.Style 9	68883	Panama		27 June 2005
B.Style 6	151322	Paraguay		10 October 2001
B.Style 9	3183	Peru		1 December 2003
B.Style 9	76760	Poland		9 September 2001
B.Style 6	211601	Portugal		17 October 1998
B.Style 1	145478	Portugal		11 January 1999
B.Style 8	3649/88	Singapore		15 April 2005
B.Style 8	3648/88	Singapore		15 April 2005
B.Style 8	3647/88	Singapore		15 April 2005
B.Style 6	1912/81	Singapore		30 April 2002
B.Style 3	S/50775	Singapore		21 December 2001
B.Style 6	81/2530	South Africa		22 April 2001
B.Style 2	868/2874	South Africa		11 July 1998
B.Style 8	1264594	Spain		25 February 2001
<del>B.Style 6</del>	<del>974296</del>	<del>Spain</del>		<del>20 January 2007</del>
B.Style 1	542847	Spain		6 February 2009
B.Style 6	180712	Sweden		26 March 2002
B.Style 1	123764	Sweden		7 June 1998
B.Style 6	361843	Switzerland		9 May 2008
B.Style 1	411506	Switzerland		21 March 2003
B.Style 6	29403	Syria		28 April 2001
B.Style 8	433984	Taiwan		16 December 1998
B.Style 8	438197	Taiwan		16 January 1999
B.Style 8	434131	Taiwan		16 December 1998
B.Style 8	432934	Taiwan		1 December 1998
B.Style 8	457918	Taiwan		16 July 1999
B.Style 8	434962	Taiwan		16 December 1998
B.Style 8	452758	Taiwan		1 June 1999
B.Style 8	437474	Taiwan		1 January 1999
B.Style 8	435402	Taiwan		16 December 1998
B.Style 6	161225	Taiwan		16 July 2001
B.Style 8	74818	Taiwan		1 December 2004
B.Style 6	12675	Trinidad/Tobago		29 April 2009
B.Style 8	B1341579	UK		15 April 2005
B.Style 8	B1341580	UK		15 April 2005
B.Style 8	B1341581	UK		15 April 2005
B.Style 8	B1341582	UK		15 April 2005
B.Style 8	B1341583	UK		15 April 2005
B.Style 6	1199229	UK		7 July 2004
B.Style 4	700116	UK		27 February 2000
B.Style 3	700117	UK		27 July 2000
B.Style 1	903055	USA		24 November 2000

<u>Mark</u>	<u>Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Renewal Date</u>
B.Style 8	1872161	USA		10 January 2005
Stylised	1571020	USA		12 December 1999
B.Style 6	110152-F	Venezuela		11 September 1999
B.Style 3	73668-F	Venezuela		27 July 2003
B.Style 1	17644	Yugoslavia		15 April 1998

Trade Mark Applications

<u>Mark</u>	<u>Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Renewal Date</u>
B.Style 8	102358/1988	Japan	8 Sept 1988	
B.Style 8	8894-M	Macao	11 Aug 1988	
B.Style 8	8896-M	Macao	11 Aug 1988	
B.Style 8	8895-M	Macao	11 Aug 1988	
B.Style 9	222405	New Zealand	21 Oct 1992	
B.Style 8	1264593	Spain	13 July 1988	

Registered Designs

<u>Design</u>	<u>Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Renewal Date</u>
Textile Goods	600916	GB		8 December 2007

B. Style

Ballantyne of Peebles  
and device

(1)



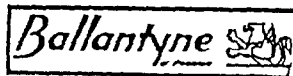
Ballantyne of Peebles  
and device

(2)



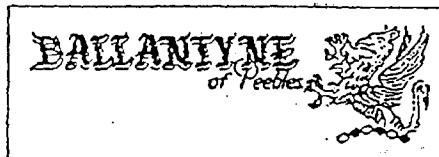
Ballantyne of Peebles  
and device

(3)



Ballantyne of Peebles  
and device

(4)



Henry Ballantyne of Scotland

(5)

Henry Ballantyne of Scotland

Ballantyne

(6)

*Ballantyne*

Ballantyne (registered by  
Sitrin Limited)

(7)

**Ballantyne**

Ballantyne

(8)

BALLANTYNE

Ballantyne and B logo

(9)



BALLANTYNE

Ballantyne

(10)

BALLANTYNE

Logo

(11)



# DUNDAS & WILSON

ASSIGNATION

by

THE BALLANTYNE CASHMERE  
COMPANY LIMITED

in favour of

DAWSON INTERNATIONAL  
HOLDINGS (UK) LIMITED

---

re: Intellectual Property Rights

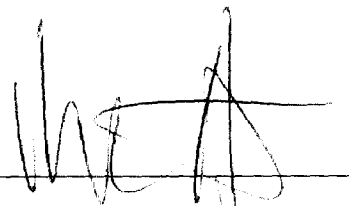
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**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

GOTTLIEB, RACKMAN & REISMAN, P.C., whose postal address is 270 Madison Avenue, New York, New York 10016, is hereby designated registrant's representative upon whom notices or process in proceedings affecting the mark may be served.

Registrant: Dawson International  
Holdings (UK) Limited

By: \_\_\_\_\_



Name: MARK CUBITT  
Title: DIRECTOR

Date: 18 ~~DECEMBER~~, 2000