

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

04-19-2001



101680100

CANCELLED

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **C.S. Brooks, Inc.**

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (DE)

Other _____

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

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

Name: Dreamsheets U.S., Inc.

Internal Address: c/o The Corporation Trust Company

Street Address: 1209 Orange Street

City: Wilmington State: DE ZIP: 19801

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: November 13, 2000

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

Other _____

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

ASSIGNMENT
RECEIVED
OFFICE OF THE
COMMISSIONER OF
PATENTS AND
TRADEMARKS

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,121,639 ; 1,953,433 ; 1,351,753
1,555,360 ; 1,928,056**

Additional numbers attached? Yes No

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

Name: Jason A. Cohen, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$140.00

Enclosed

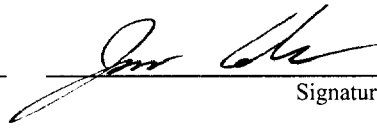
Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Jason A. Cohen, Esq.  4/5/01

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 16

04/18/2001 6TON11 00000186 2121639

01 FC:481 40.00 OP
02 FC:482 100.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002274 FRAME: 0025

GILBERT
TOBIN

LAWYERS

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY
RIGHTS - UNITED STATES
OF AMERICA

C.S. BROOKS INC.

DREAMSHEETS U.S., INC.

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DATE 13 November 2000

PARTIES

1. **C.S. BROOKS INC. (ARBN 074 484 394)** of one Lafayette Place, Greenwich CT 06830, USA (**Assignor**)
2. **DREAMSHEETS U.S., INC.** of Level 2 The Terrace 155 George Street, Sydney NSW 2000 (**Assignee**)

THE PARTIES AGREE

1. **DICTIONARY**

The Dictionary in Attachment A:

- (a) defines some of the terms used in this deed; and
- (b) sets out the rules of interpretation which apply to this deed.

2. **ASSIGNMENT**

2.1 **Assignment of Intellectual Property Rights**

Pursuant to the terms of the Intellectual Property Sale Agreement, the Assignor, as legal and beneficial owner of the Intellectual Property Rights, assigns to the Assignee and the Assignee accepts the assignment of:

- (a) all right, title and interest in and to the Intellectual Property Rights and the Names, together with the goodwill of the business pertaining thereto and any registrations therefor;
- (b) all the rights and powers of the Assignor in relation to the Intellectual Property Rights under the laws of any jurisdiction, including the Territory. This includes the right to sue for damages and all other remedies for infringement of the Intellectual Property Rights which may have occurred before the date of this deed; and

- (c) the common law rights connected with the Intellectual Property Rights and the Names, together with the goodwill of the business pertaining thereto.

2.2 Payment of Consideration

The Assignor acknowledges receipt of:

- (a) \$1.00 from the Assignee; and
- (b) the consideration pursuant to the Intellectual Property Sale Agreement;

as consideration for the assignment.

3. GST

The provisions of clause 21.13 of the Intellectual Property Sale Agreement apply mutatis mutandis to the transactions and payments contemplated by this deed.

4. GENERAL

4.1 Governing law

The laws of New South Wales govern this deed.

4.2 Jurisdiction

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales.

4.3 Invalidity

- (a) If a provision of this deed or a right or remedy of a party under this deed is invalid or unenforceable in a particular jurisdiction:
 - (i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
 - (ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.

- (b) This clause is not limited by any other provision of this deed in relation to severability, prohibition or enforceability.

4.4 Amendments and Waivers

- (a) This deed may be amended only by a written document signed by the parties.
- (b) A waiver of a provision of this deed or a right or remedy arising under this deed, including this clause, must be in writing and signed by the party granting the waiver.
- (c) A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver.
- (e) A waiver is only effective in the specific instance and for the specific purpose for which it is given.

4.5 Cumulative rights

The rights and remedies of a party under this deed do not exclude any other right or remedy provided by law.

4.6 Non-merger

No provision of this deed merges on termination of this deed.

4.7 Payments

A payment which is required to be made under this deed must be in cash or by bank cheque or in other immediately available funds and in Australian dollars.

4.8 Third party rights

Only the Assignor and the Assignee has or is intended to have a right or remedy under this deed or obtain a benefit under it.

4.9 Further Assurances

Each party must do all things necessary to give full effect to this deed and the transactions contemplated by this deed.

4.10 Counterparts

This deed may be signed in any number of counterparts and all those counterparts together make one instrument.

SCHEDULE 1

Intellectual Property Rights

TRADEMARKS

COUNTRY	TRADE MARK	OWNER	CLASS	NUMBER	STATUS	DEADLINE
United States	SHERIDAN	C.S. Brooks Canada, Inc	24	1,351,753	Registered	30/07/2005
United States	CARRINGTON	C.S. Brooks Canada, Inc	24	1,555,360	Registered	05/09/2009
United States	CARRINGTON	C.S. Brooks Canada, Inc	24	1,928,056	Registered	17/10/2001
United States	ESPLANDE	C.S. Brooks Canada, Inc	24	1,953,433	Registered	30/01/2002
United States	SHERIDAN AUSTRALIA	C.S. Brooks Canada, Inc	24	2,121,639	Registered	16/12/2003

SCHEDULE 2

Brand Names

- Actil Kids
- Actil Casual Covers
- Sheridan Elite
- Sheridan Essentials
- Sheridan Signature
- Sheridan Supa Size

SCHEDULE 3

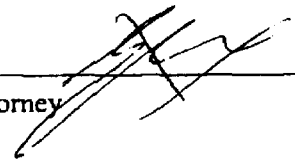
Business Names

Name	Registration Number	Registered In
Sheridan Australia	NSW T6110919	New South Wales
Sheridan Australia	VIC 1290571J	Victoria
Sheridan Australia	TAS 168439B	Tasmania
Sheridan Australia	WA D186278G	Western Australia
Sheridan Australia	SA 04682S2M	Southern Australia
Sheridan Australia	NT 64089B	Northern Territories
Sheridan Australia	ACT f00096106	Australia Capital Territory
Sheridan Australia Factory	NSW BN83425116	New South Wales
Outlets		
Sheridan	NT 64088B	Northern Territory
Sheridan	VIC 1290S72L	Victoria
Sheridan	QLD BN194837	Queensland
Sheridan	SA 04082S3J	South Australia
Sheridan	TAS 108437B	Tasmania
Sheridan	F0009S879	ACT

SIGNED as a deed

ASSIGNOR

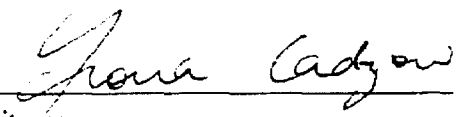
Signed for and on behalf of **C.S. BROOKS
INC.** by its duly authorised attorney:



Attorney

ETAN UZIEL

Name (please print)



Witness

Franca Cadzow

Name (please print)

ASSIGNEE

Signed by **DREAMSHEETS U.S., INC.** by:

Director

Name (please print)

Witness

Name (please print)

SIGNED as a deed

ASSIGNOR

Signed for and on behalf of **C.S. BROOKS
INC.** by its duly authorised attorney:

Attorney

Witness

Name (please print)

Name (please print)

ASSIGNEE

Signed by **DREAMSHEETS U.S., INC.** by:



Director



Witness

Name (please print)

Name (please print)

ATTACHMENT A

DICTIONARY
(CLAUSE 1)

Part 1

In the deed:

Brand Names means the brand names of products distributed or sold in the business listed in Schedule 2.

Business Names means the business names used in respect of the Business listed in Item 2 of Schedule 3.

DKNY Licence Agreement means the Licence Agreement between CSB Home Fashions Inc, a wholly owned subsidiary of the Assignor, and Donna Karan Studio dated 1 September 1999 for the licence of the trade marks "DONNA KARAN NEW YORK" and "DKNY" to CSB Home Fashions Inc in connection with the manufacture, marketing, distribution and sales of Products throughout the world (other than Japan).

Global Business means the business of the design, manufacture, sale and distribution to wholesalers, retailers, or consumers of textile products for bedding, bathing or windows carried out by the Assignor anywhere in the world, including but not limited to, Australia, New Zealand, the United States of America, the United Kingdom and Canada, but excluding the Retained Business.

GST means goods and services tax under the GST Law.

GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999*.

Intellectual Property Rights means the rights and interests of the Assignor:

- (a) to protect the Names and products distributed under them;
- (b) in confidential information, trade secrets, knowhow, scientific, technical products, product and marketing information used in or forming part of the Global Business; and
- (c) in copyright, patents, or trademarks used in or forming part of the Global Business;

and includes but is not limited to, the Intellectual Property Rights listed in Schedule 1 but excludes the Retained Intellectual Property Rights.

Intellectual Property Sale Agreement means the Intellectual Property Sale Agreement of 28 August 2000 between the Assignor and Assignee.

Names means the Brand Names and the Business Names.

Retained Business means the business of the design, manufacture, sale and distribution to wholesalers, retailers or consumers of textile products for beds, baths and windows carried on by the Assignor in Canada (other than under or through the use of the Names) and any business carried on by the Assignor pursuant to DKNY Licence Agreement.

Retained Intellectual Property Rights means the registered intellectual property rights of the Retained Business.

Tax means a tax, levy, charge, impost, fee, deduction, withholding or duty of any nature, including, without limitation, stamp and transaction duty or any goods and services tax (including GST), value added tax or consumption tax, which is imposed or collected by a Government Agency, except where the context requires otherwise. This includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed in addition to those amounts.

Territory means United States of America.

Part 2

(a) In this deed unless the context otherwise requires:

- (i) words importing the singular include the plural and vice versa;
- (ii) words which are gender neutral or gender specific include each gender;
- (iii) other parts of speech and grammatical forms of a word or phrase defined in the deed have a corresponding meaning;
- (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;

- (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
 - (vi) a reference to a clause, party, schedule or attachment is a reference to a clause of the deed, and a party, schedule or attachment to, the deed and a reference to the deed includes a schedule and attachment to the deed;
 - (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;
 - (viii) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
 - (ix) a reference to a party to a document includes that party's successors and permitted assigns;
 - (x) an agreement on the part of two or more persons binds them jointly and severally; and
 - (xi) a reference to an agreement, other than the deed, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.
- (b) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
- (c) Headings are for convenience only and do not affect the interpretation of the deed.
- (d) The deed may not be construed adversely to a party just because that party prepared it.
- (e) A term or expression starting with a capital letter:
- (i) which is defined in this Dictionary, has the meaning given to it in this Dictionary; and
 - (ii) which is defined in the *Corporations Law* but is not defined in this Dictionary, has the same meaning as in the *Corporations Law*; and

- (iii) which is defined in the *GST Law* but is not defined in this Dictionary, has the same meaning as in the *GST Law*.