

06-28-2001

Form PTO-1594

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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 6-2501
Farrow and Ball Limited

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

2. Name and address of receiving party(ies)
Name: Farrow & Ball Holding Limited
Internal Address: 33 Uddens Trading Estate
Street Address: Wimborne
DorsetH21 7NL
City: _____ State: ENGLAND Zip: _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

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

Execution Date: September 23, 1999

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 registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,118,088 2,116,036
2,441,805

Additional number(s) attached Yes No

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

Name: Hedman & Costigan, P.C.
Internal Address: 1185 Avenue of the Americas
New York, New York 10036-2624

6. Total number of applications and registrations involved: 3

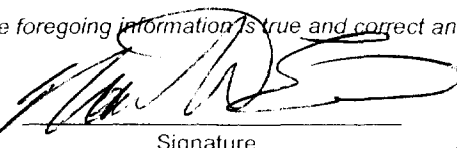
7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

Street Address: _____
City: _____ State: _____ Zip: _____

8. Deposit account number:
08-1540
(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.

Martin Endres  June 20, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

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

06/27/2001 LMUELLER 00000150 2118088
01 FC:481 40.00 OP
02 FC:482 50.00 OP

TRADEMARK
REEL: 002321 FRAME: 0136

CERTIFIED AS A TRUE COPY OF THE ORIGINAL
MDFURBER & CO "M D FURBER & CO "DAGLANDS"
TIMBER HILL LYME REGIS ENGLAND 22 MARCH 2006 £3.50
602

Assignment and Licence Back of Intellectual Property

THIS ASSIGNMENT AND LICENCE BACK is made the 23rd day of February 1999
BETWEEN FARROW AND BALL LIMITED (co number 999927) of Unit 1
Trading Estate Wimborne Dorset ("the Assignor") and (2) **FARROW & BALL LIMITED** (co number 3842163) of the same address ('the Assignee').

IT IS AGREED as follows:

1. Definitions and interpretation

In this Agreement (which expression shall include the Schedule):

- 1.1 "Trade Marks" shall mean the name "Farrow & Ball" and all those registered trade marks and other trade marks details of which are set out in the Schedule together with all other trade marks trade names logos and designs used by the Assignor in the course of his business as at the date of this Agreement
- 1.2 "Intellectual Property" shall mean the Trade Marks and all other intellectual property of whatever nature (registered or unregistered) owned by the Assignor as at the date of this Agreement and any additions thereto in the future
- 1.3 the clause headings do not form part of this Agreement and are not to be taken into account in its construction or interpretation
- 1.4 where any provision or part of a provision is held to be void or unenforceable the rest of this Agreement or that provision shall not be affected.

2. Assignment

In consideration of the payment of the sum of £1 upon demand from the Assignor and the performance by the Assignee of its obligations under this Agreement the Assignor hereby assigns with full title guarantee all its right title and interest in and to the Intellectual Property including the goodwill of its business to the Assignee.

3. Consideration

The Consideration shall be satisfied in cash at such time as the Assignor may decide and in the meantime shall remain owing as a debt payable on demand and without interest.

4. Completion

- 4.1 Completion of the sale and purchase shall take place immediately following execution of this Agreement.
- 4.2 After completion all the costs of protecting and enforcing the Intellectual Property world wide shall be for the Assignee's account except that if the Assignee decides not to protect or enforce the same the Assignor may do so at its own expense.

4.3 After completion the Assignor shall at any time upon request supply to the Assignee such documents of title as may exist in relation to the Intellectual Property and do such further acts and execute any further documents as may be necessary to ensure that the Intellectual Property vests in the Assignee.

5. Licence Back of Intellectual Property

5.1 In consideration of the timely performance by the Assignor of its obligations under this Agreement the Assignee hereby grants to the Assignor a non exclusive licence to use the Intellectual Property in the conduct of its business for the period of time specified in clause 6 below provided that the Assignee's standards of quality from time to time are achieved.

5.2 To ensure that the Assignor's products and services in relation to which the Trade Marks are used comply with the Assignee's standards of quality the Assignor shall permit the Assignee's authorised representatives to inspect the Assignor's operations (including production storage and transport) from time to time on reasonable notice.

5.3 All goodwill accruing through the use of the Trade Marks by the Assignor shall accrue to the Assignee and the Assignor shall at any time hereafter execute such documents as the Assignee shall reasonably require in order to vest all such goodwill in the Assignee.

6. Termination of Licence

The licence granted pursuant to clause 5.1 above shall be irrevocable except that the Assignee shall be entitled to terminate the licence forthwith by written notice at any time after the Assignor shall have entered into liquidation whether voluntary or compulsory or if the Assignor shall not be capable of paying its debts or if it enters into an arrangement or composition with its creditors or has a receiver administrative receiver or manager appointed over the whole or any part of its assets.

7. Governing Law

This Agreement shall in all respects be governed by and construed in accordance with English Law and any dispute arising under or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the English Courts.

8. Entire Agreement

This Agreement constitutes the entire agreement of the parties and may not be varied except by any applicable Law or Regulation.

9. Stamp Duty

This Agreement is exempt from Stamp Duty by virtue of Section 42 of the Finance Act 1930.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written

SCHEDULE

Trade Marks (see attached)

SIGNED BY A DIRECTOR AND
THE SECRETARY OF FARROW
AND BALL LIMITED

R. J. Dunford (SECRETARY)

NAME R. J. DUNFORD

M. E. EPHSON

NAME M. EPHSON

SIGNED BY A DIRECTOR AND
THE SECRETARY OF FARROW
& BALL (HOLDINGS) LIMITED

R. J. Dunford (SECRETARY)

NAME R. J. DUNFORD

M. E. EPHSON

NAME M. EPHSON

SCHEDULE OF FARROW & BALL REGISTRATIONS / APPLICATIONS AS AT 13th AUGUST 1999

Country	Trade Mark	Status	Registration/ Application No	Registration/ Application Date:	Renewal Date	Goods Covered
European Union	Farrow & Ball	Registered	394106	1 Nov 1996	1 Nov 2006	Paints/Wallpapers
European Union	Archive	Application				Paints, Magazines & Wallpapers
United Kingdom	Farrow & Ball	Registered	2002999	4 Nov 1994	4 Nov 2004	Paints/Wallpapers & Carpets
United States	Farrow & Ball	Registered	2,118,088	2 Dec 1997	2 Dec 2007	Paints
United States	Farrow & Ball	Registered	2,116,036	25 Nov 1997	25 Nov 2007	Wallpaper
United States	Estate Emulsion	Application	75,646,005	22 Feb 1999		Paints
United States	Archive	Application	75,585,248	9 Nov 1998		Paints
United States	Archive	Application	75,585,31	9 Nov 1998		Wallpaper
Australia	Estate Emulsion	Application	794048	13 May 99		Paints
Australia	Archive	Application	794049	13 May 99		Paints, Magazines & Wallpapers
Australia	Farrow & Ball	Registered	725520	10 Jan 1997	10 Jan 2007	Paints & Wallpapers
Canada	Estate Emulsion	Application				Paints
Canada	Archive	Application				Paints, Magazines & Wallpaper

SCHEDULE OF FARROW & BALL REGISTRATIONS / APPLICATIONS AS AT 13th AUGUST 1999

Country	Trade Mark	Status	Registration/ Application No	Registration/ Application Date:	Renewal Date	Goods Covered
Canada	Farrow & Ball	Application	844862	13 May 1997		Paints & Wallpapers
New Zealand	Estute Emulsion	Application	309397	12 May 1999		Paints
New Zealand	Archive	Application	309195/6	12 May 1999		Paints & Wallpapers
New Zealand	Farrow & Ball	Registered	276626	14 May 1997	14 May 2004	Wallpaper
New Zealand	Farrow & Ball	Registered	243083	14 Nov 1994	14 Nov 2001	Paints
United Kingdom	Book Room Red*	Registered	2021100	20 May 1995	20 May 2005	Paints
United Kingdom	Picture Gallery Red*	Registered	2012292	24 Feb 1995	24 Feb 2005	Paints
United Kingdom	Hound Lemon*	Registered	2021110	20 May 1995	20 May 2005	Paints
United Kingdom	Porphyry Pink*	Registered	2021210	20 May 1995	20 May 2005	Paints
United Kingdom	Hardwick White*	Registered	2021109	20 May 1995	20 May 2005	Paints
United Kingdom	Calke Green*	Registered	2021102	20 May 1995	20 May 2005	Paints
United Kingdom	Cooking Apple Green*	Registered	2021103	20 May 1995	20 May 2005	Paints
United Kingdom	Dead Salmon*	Registered	2021105	20 May 1995	20 May 2005	Paints
United Kingdom	Octagon Yellow*	Registered	2021112	20 May 1995	20 May 2005	Paints

SCHEDULE OF FARROW & ALL REGISTRATIONS / APPLICATIONS AS AT 13th AUGUST 1999

Country	Trade Mark	Status	Registration/ Application No	Registration/ Application Date:	Renewal Date	Goods Covered
United Kingdom	Eating Room Red*	Registered	2021106	20 May 1995	20 May 2005	Paints
United Kingdom	Wet Sand*	Registered	2021130	20 May 1995	20 May 2005	Paints
United Kingdom	Sugar Bag Light*	Registered	2021097	20 May 1995	20 May 2005	Paints
United Kingdom	String*	Registered	2021212	20 May 1995	20 May 2005	Paints
United Kingdom	Sudbury Yellow*	Registered	2021096	20 May 1995	20 May 2005	Paints
United Kingdom	Fowler Pink*	Registered	2021107	20 May 1995	20 May 2005	Paints
United Kingdom	Bone*	Registered	2021099	20 May 1995	20 May 2005	Paints
United Kingdom	Mouse's Back*	Registered	2021111	20 May 1995	20 May 2005	Paints
United Kingdom	Berrington Blue*	Registered	2021098	20 May 1995	20 May 2005	Paints
United Kingdom	Green Smoke*	Registered	2021108	20 May 1995	20 May 2005	Paints
United Kingdom	Ointment Pink*	Registered	2021208	20 May 1995	20 May 2005	Paints
United Kingdom	Archive	Registered	2136283	20 Jun 1997	20 May 2005	Paints
United Kingdom	Farrow's Cream	Registered	2136078	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Pale Hound	Registered	2136079	20 Jun 1997	20 Jun 2007	Paints

SCHEDULE OF FARROW & ALL REGISTRATIONS / APPLICATIONS AS AT 13th AUGUST 1999

Country	Trade Mark	Status	Registration/ Application No	Registration/ Application Date:	Renewal Date	Goods Covered
United Kingdom	Sutcliffe Green	Registered	2136080	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Ball Green	Registered	2136081	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Smoked Trout	Registered	2136082	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Menagerie	Registered	2136083	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Dix Blue	Registered	2136269	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Chappell Green`	Registered	2136273	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Lamp Room Gray	Registered	2136280	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Castle Gray	Registered	2136281	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Estate	Registered	2136287	20 Jun 1997	20 Jun 2007	Paints, Wallpapers & Carpets
United Kingdom	Card Room Green	Registered	2136650	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Print Room Yellow	Registered	2136727	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Ciara Yellow	Registered	2136730	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Folly Green	Registered	2136111	20 Jun 1997	20 Jun 2007	Paints

SCHEDULE OF FARROW & BALL REGISTRATIONS / APPLICATIONS AS AT 13th AUGUST 1999

Country	Trade Mark	Status	Registration/ Application No	Registration/ Application Date:	Renewal Date	Goods Covered
United Kingdom	Dorset Cream	Registered	2136113	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Gervase Yellow	Registered	2136116	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Studio Green	Registered	2136122	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Lulworth Blue	Registered	2136123	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Oval Room Blue	Registered	2136124	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Dutch Pink	Registered	2136176	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Saxon Green	Registered	2136264	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Suffield Green	Registered	2136266	20 Jun 1997	20 Jun 2007	Paints
United Kingdom	Estate Emulsion	Application				Paints