

05-07-2001

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Attorney's Docket No.: P0661/2006

101703248 MKD

07-26-2001

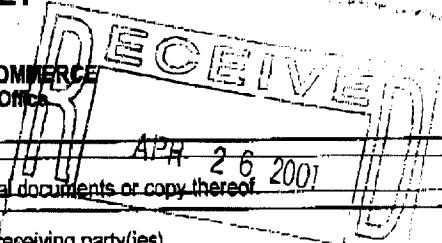
FEET

FORM PTO-1594 (Rev. 6-93) 4-26-01
OMB No. 0651-0011 (exp. 4/94)



101788881

F COMMERCE
ark Office



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

<p>1. Name of conveying party(ies): Karen Duncan and Samantha Stringle <i>both from U.S.</i></p> <p><input checked="" type="checkbox"/> Individuals <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: January 12, 2001 and January 15, 2001</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Bang On The Door Limited Internal Address: _____ Street Address: 48 Malone Avenue Belfast BT9 6ER NORTHERN IRELAND</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-Country Northern Ireland <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or registration number(s):	
A. Trademark Application No.(s) 75/608,761	B. Trademark Registration No.(s) 2,018,042
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence Concerning document should be mailed:</p> <p>Name: Douglas R. Wolf Address: WOLF, GREENFIELD & SACKS, P.C. Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210</p>	<p>6. Total number of applications and registrations Involved: [2]</p> <p>7. Total fee (37 CFR 3.41).....\$ 65 <input checked="" type="checkbox"/> Enclosed</p>
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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.

Douglas R. Wolf *[Signature]* April 24, 2001
Name Signature Date

Total number of pages including cover sheet, attachments, and document: [10]
Mail documents to be recorded with required cover sheet information to:
Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231

5/04/2001 DBYRNE 00000179 75608761
01 FC:481 40.00 DP
02 FC:482 25.00 DP

DATED 15th Jan. 2001

AGREEMENT
relating to

Assignment of Intellectual Property Rights

KAREN DUNCAN	(1)
SAMANTHA STRINGLE	(2)
BANG ON THE DOOR LIMITED	(3)

Ref: 814/B13162.1/CM:90087.1/nxt

DATE 15th Jan. 2001

PARTIES

- (1) KAREN DUNCAN of 48 Malone Avenue, Belfast, BT9 6ER ("KD");
- (2) SAMANTHA STRINGLE of 13 Hillfield Park, Muswell Hill, London, N10 3QY ("SS"), and
- (3) BANG ON THE DOOR LIMITED a company incorporated in Northern Ireland having registered number N138073 and its registered office at 48 Malone Avenue, Belfast BT9 6ER, Northern Ireland (the "Company").

INTRODUCTION

- (1) KD and SS (together the "Assignors") have been trading in partnership under the trading names "Bang on the Door" and "Karen Duncan and Samantha Stringle trading as Bang on the Door" (the "Business").
- (2) The Assignors wish to assign all Intellectual Property owned or held by them to the Company.

OPERATIVE PROVISIONS

1 Assignment

1.1 In consideration of the Company paying the Assignors the sum of one pound (£1) (receipt of which is acknowledged by the Assignors) the Assignors assign with effect from 1 January 2001 with full title guarantee to the Company absolutely all right, title and interest in and to the Intellectual Property (as defined in clause 1.2 below) which is owned by the Assignors at any time (now or in the future) and which has been used in the course of the Business for the full duration of such rights, including any and all renewals, reversions or extension, including the right to sue for past infringement, and including a present assignment of all future Intellectual Property.

1.2 For the purposes of clause 1.1, Intellectual Property shall mean all intellectual property and similar rights (whether or not registered and including all granted registrations and all applications for registration in respect of any of the same, including but not limited to the trade marks listed in the Schedule to this Agreement) whether present or future, throughout the world and including but not limited to copyrights, patents, trade and service marks, trade names, domain names, rights in logos and get-up, inventions, semi-conductor topographies, designs, confidential information, trade secrets and know-how, utility models, topography rights, database rights (including without limitation format rights in the Database), all rights of whatsoever nature in computer software and data, all rights of privacy and all intangible rights, privileges and forms of protection of a nature or having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world together with all goodwill associated with or arising from such rights.

2 Moral Rights

The Assignors waive all moral rights in respect of all of the Intellectual Property owned and/or assigned to the Company under this Agreement arising under the Copyright, Designs and Patents Act 1988 or any other similar or analogous rights throughout the world, to the fullest extent permissible by applicable law.

3 Further Assurances

The Assignors shall do all things and execute all documents necessary to give effect to the assignment set out in clause 1.1 above and to perfect the title of the Company in the assigned Intellectual Property, including but not limited to, such acts and documents necessary to record the

assignment of any Trade Marks as registered Trade Marks or applications for registered Trade Marks in relevant Trade Mark registries.

4 **Certificate of Value**

The parties hereby certify that the transaction effected by this assignment does not form part of a transaction or a series of transactions the total value of which exceeds £60,000.

5 **Law**

This Agreement shall be governed by the law of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

SCHEDULE

List of Trade Marks

Country	Application No. Registration No.	Class	Applicant Mark	Status
Australia	781281 781281	3 14 16 28	BANG ON THE DOOR (stylised)	Granted
Australia	636128 A636128	25	BANG ON THE DOOR (stylised) & ELEPHANT Logo	Granted
Brazil	821345133	25	BANG ON THE DOOR (stylised)	Pending
Canada	899627	3 16 25 28	BANG ON THE DOOR (stylised)	Pending
China	9800142296 1404198	3	BANG ON THE DOOR (stylised)	Granted
China	9800142297 1434542	16	BANG ON THE DOOR (stylised)	Granted
China	9800142298 1422936	28	BANG ON THE DOOR (stylised)	Granted
China	94097065 889267	25	BANG ON THE DOOR (stylised)	Granted
European Union	1026780 1026780	3 14 16 25 28	BANG ON THE DOOR (stylised)	Granted

Country	Application No. Registration No.	Class	Applicant Mark	Status
United Kingdom	2169844	3 9 14 16 18 21	BANG ON THE DOOR (stylised - series of 2)	Granted
United Kingdom	2169844 1531515 1531515	25	BANG ON THE DOOR & Device (stylised)	Granted
Hong Kong	8975/94 579/96	25	BANG ON THE DOOR (stylised) & ELEPHANT Logo	Granted
Japan	107485/1998 4323523	16 25 28	BANG ON THE DOOR (stylised)	Granted
Malaysia	99/04978	3	BANG ON THE DOOR (stylised)	Pending
Malaysia	99/04982	14	BANG ON THE DOOR (stylised)	Pending
Malaysia	99/04981	16	BANG ON THE DOOR (stylised)	Pending
Malaysia	99/04979	21	BANG ON THE DOOR (stylised)	Pending
Malaysia	99/04980	25	BANG ON THE DOOR (stylised)	Pending
New Zealand	303015 303015	28	BANG ON THE DOOR (stylised)	Granted
New Zealand	303017 303017	16	BANG ON THE DOOR (stylised)	Granted
New Zealand	303016 303016	25	BANG ON THE DOOR (stylised)	Granted

Country	Application No. Registration No.	Class	Applicant Mark	Status
Philippines	95483 64962	25	BANG ON THE DOOR (stylised) & ELEPHANT Logo	Granted
Singapore	3559/99	3	BANG ON THE DOOR (series of 2)	Pending
Singapore	3560/99 3560/99	14	BANG ON THE DOOR (series of 2)	Granted
Singapore	3561/99	16	BANG ON THE DOOR (series of 2)	Pending
Singapore	3562/99 3562/99	21	BANG ON THE DOOR (series of 2)	Granted
Singapore	3563/99 3563/99	25	BANG ON THE DOOR (series of 2)	Granted
Singapore	2870/93 2870/93	25	BANG ON THE DOOR (stylised) & ELEPHANT Logo	Granted
Turkey	2000/012217	3 16 25	BANG ON THE DOOR (stylised)	Pending
Taiwan	83-052034 683099	25	BANG ON THE DOOR (stylised) & ELEPHANT Logo	Granted
USA	75/608761	3 14 16 28	BANG ON THE DOOR (stylised)	Pending
USA	74/423246 2018042	25	BANG ON THE DOOR (stylised) & ELEPHANT Logo	Granted

Country	Application No. Registration No.	Class	Applicant Mark	Status
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South Africa	99/05372-6	3 14 16 21 25	BANG ON THE DOOR (stylised)	Pending
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Country	Trademark	Classes	Application No.	Status
Canada	FUNKY GIRL	3, 8, 9, 11, 14, 16, 18, 21, 24, 25, 26, 28, 30, 41	1044761	Pending
Canada	Groovy Chick	3, 8, 9, 11, 14, 16, 18, 21, 24, 25, 26, 28, 30, 41	1044762	Pending
Canada	YIPPEE	3, 8, 9, 11, 14, 16, 18, 21, 24, 25, 26, 28, 30, 41	1044763	
Community Trademark	GROOVY CHICK	3, 9, 14, 16, 18, 21, 24, 25, 26, 28, 30, 41	1401785	Pending
United Kingdom	GROOVY CHICK	30	2213127	Registered
United States of America	FUNKY GIRL	3, 8, 9, 11, 14, 16, 18, 21, 24, 25, 26, 28, 30, 41	75/926474	Pending
United States of America	Groovy Chick	3, 8, 9, 11, 14, 16, 18, 21, 24, 25, 26, 28, 30, 41	75/926433	Pending
United States of America	YIPPEE	3, 8, 9, 11, 14, 16, 18, 21, 24, 25, 26, 28, 30, 41	75/926371	Pending

ATTESTATIONS

Signed by
KAREN DUNCAN

) X Karen E Duncan

date X

X 12.1.01

Signed by
SAMANTHA STRINGLE

) S Stringle

date X

X 15.1.01

Signed by for and on behalf of
BANG ON THE DOOR LIMITED
Director

)
) X Karen E Duncan

date X

X 12.1.01

Signed by for and on behalf of
BANG ON THE DOOR LIMITED
Director

)
) S Stringle

date X

X 15.1.01

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