09-26-2001



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

10 the Honorable Commissioner of Patents and Trade	856107 - 1 copy micros:
Name of conveying party(ies):	2. Name and address of receiving party(ies):
easyGroup Limited	Name: easyGroup IP Licensing Limited
□ Individual(s) □ Association □ General Partnership □ Limited Partnership ★ Corporation-Jersey □ Other Additional name(s) of conveying party(ies) attached? □ Yes ★ No 3. Nature of Conveyance: □ Merger □ Security Agreement □ Change of Name □ Other □ Change of Name Execution Date: December 20, 2000 4. Application number(s) or registration number(s): A. Trademark Application No.(s)	Address: The Rotunda 42-43 Gloucester Crescent Camden, London NW1 7DL ENGLAND Individual(s) citizenship Association General Partnership Limited Partnership Corporation-United Kingdom Other 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 B. Trademark registration No.(s)
76/014,948 78/005,381 76/014,949 78/007,247 78/005,604	
Additional numbers	attached? □ Yes * No
 Name and address of party to whom correspondence concerning document should be mailed: 	6. Total number of applications and registrations involved:5
Jeffrey H. Kaufman OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C. Attorneys at Law Fourth Floor 1755 Jefferson Davis Highway Arlington, Virginia 22202	7. Total fee (37 CFR 3.41): \$ 140.00
OSMMN Ref: 210401US33SD	Deposit account number:15-0030 (Attach duplicate copy of this page if paying by deposit account)
DO NOT U	USE THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing information original document.	on is true and correct and any attached copy is a true copy of the
OMB No. 0651-0011 (exp. 4/94) Do not de	letach this portion 1400
Box	f Patents and Trademarks Assignments Ington, D.C. 20231

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

Attorney Docket No.: 10877-0001-33

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE TRADEMARK EXAMINING OPERATIONS

In re the Application of:

easyGroup IP Licensing Limited

(by Assignment from easyGroup Limited) Examining Attorney

Application Serial No.: 76/014,948 John T. Lincoski, Jr.

Filed: March 31, 2000 Law Office 104

Mark: EASYEVERYTHING

NO FEE
The Honorable Commissioner for Trademarks

2900 Crystal Drive Arlington, VA 22202-3513

Sir:

POWER OF ATTORNEY

The undersigned hereby revokes all previous powers of attorney herein and appoints **Jeffrey H. Kaufman**, and the following attorneys of the law firm of OBLON, SPIVAK, McCLELLAND,

MAIER & NEUSTADT, P.C., as its attorneys with full powers of substitution and revocation and

to transact all business in the Patent and Trademark Office in connection with the captioned application:

Norman F. Oblon Marvin J. Spivak C. Irvin McClelland Gregory J. Maier Arthur I. Neustadt Richard D. Kelly David J. Kera Jeffrey H. Kaufman Brian D. Anderson	Roberta S. Bren P. Jay Hines Jonathan Hudis Jordan S. Weinstein Kathleen Cooney-Porter* James D. Hamilton Eckhard H. Kuesters Robert T. Pous Charles L. Gholz	William E. Beaumont Robert F. Gnuse Jean-Paul Lavalleye Stephen G. Baxter Robert W. Hahl Richard L. Treanor John T. Goolkasian* Richard L. Chinn Steven P. Weihrouch
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Members of the Bar of Virginia (except as indicated)

* Member of the Bar of the District of Columbia

Please address all correspondence to Jeffrey H. Kaufman at OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C., Fourth Floor, 1755 Jefferson Davis Highway, Arlington, Virginia 22202.

DESIGNATION OF DOMESTIC REPRESENTATIVE

OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C., whose postal address is 1755 Jefferson Davis Highway, Fourth Floor, Arlington, Virginia 22202, is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

EASYGROUP IP LICENSING LIMITED

Signature:

Name:

NICK MAND-SOAKLS

(printed or typewritten)

Title:

DIRECTOR

Date:

8 8 2001

JHK/KCP/elv {I:\atty\JHK\108770001-poa.wpd}

I. James Philip Cornish, solicitor, hereby certify that this is a true copy of an original document.

Dated

20 December

2000

easyGroup Limited

- and -

easyGroup IP Licensing Limited

ASSIGNMENT OF

easy

INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAMES

Campbell Hooper

Solicitors 35 Old Queen Street London SW1H 9JD

DX Victoria 2365

Tel: 020 7222 9070 Fax: 020 7222 5591

e-mail: de@campbellhooper.com website: www.campbellhooper.com

CONTENTS

1.	definitions	4
2.	assignment of rights	7
3.	domain names	7
4.	acknowledgement	8
5.	warranties	8
6.	further assurance.	9
7.	power of attorney1	0
8.	waiver1	0
9.	modifications1	0
10.	general1	0
sche	edule 11	3
	edule 22	
sche	edule 32	1.
,	1.1. 4	23

BETWEEN

(1) **easyGroup** Limited (Jersey) whose registered office is at 38, 39 The Esplanade, St. Helier, Jersey JE4 8WQ, Channel Islands, and whose company registration number is 73113 ("the Assignor");

(2) **easyGroup** IP Licensing Limited whose registered office is at The Rotunda, 42/43 Gloucester Crescent, London NW1 7DL and whose company registration number is 4060333, incorporated 25 August 2000 ("EIPRco").

WHEREAS:

A. This deed of assignment is entered into pursuant to an agreement between the Assignor and EIPRco and various other parties dated 5 November 2000 ("the Brand Consolidation Agreement").

B. The terms and Schedules of this Assignment divide the rights to be assigned into the X Rights, the Y Rights and the Z Rights.

C. The X & Z Rights are intended by the parties to be licensed by EIPRco pursuant to the terms set out in the Brand Licence (as hereafter defined).

D. Certain domain names may be held by the Assignor subject to restrictions imposed by national domain name registration rules (including, without limitation, the current rules for the country code top level domains of France (.fr), Ireland (.ie), Estonia (.ie) and Greece (.gr)) which preclude the transfer of the domain name to EIPRco. These are defined herein as "W Rights" and each is to be held by the Assignor as Trustee for EIPRco unless and until EIPRco nominates another party to which that W Right is to be assigned.

THIS DEED WITNESSES THAT THE PARTIES HAVE AGREED as follows:

1. **DEFINITIONS**

1.1 In this Assignment, the following terms shall have the following meanings:

"the 1988 Act" means the Copyright, Designs and Patents

Act 1988;

"Assignment" means this Assignment;

"Brand Licence" means the licence granted by EIPRco to

easyGroup (UK) Limited referred to in

the Brand Consolidation Agreement;

"Business Name" has the same meaning as in the Brand

Licence;

"Copyrights" has the same meaning as in the Brand

Licence;

"Domain Names" means those URLs listed in Schedule 3

together with the right to use and exploit

the same;

"Getup" has the same meaning as in the Brand

Licence;

"Moral Rights" means all moral rights conferred by

chapter IV of the 1988 Act or under any

laws now or in the future in force in any

part of the Territory;

"Schedule" means a Schedule to this Assignment

unless the context shows otherwise;

"Sub-Licence"

means the licence of even date between **easyGroup** (UK) Limited and the Assignor entered into pursuant to clauses 7.2, 7.3 and 7.7 of the Brand Licence;

"Term"

means in perpetuity provided that in the case of copyrights, registered trade marks and other rights, the Term shall be the full period of protection of the intellectual property right in question including all renewals, extensions or revivals;

"Territory"

means the universe;

"Trade Marks"

means all the Assignor's UK, European and other trade marks which are registered or the subject of a pending application, short details of which are contained in Schedule 1 and any other unregistered marks belonging to the Assignor;

"URL"

means a unique resource locator;

"W, X, Y & Z Rights"

means the W Rights, the X Rights, the Y Rights and the Z Rights;

"W Rights"

means the domain names listed in part W of Schedule 3;

"X Rights"

means (a) the Business Name and (b) those of the Copyrights, Trade Marks

and Domain Names that appear in part X of Schedules 1, 2 and 3 respectively;

"Y Rights"

means (a) those rights in respect of which the Assignor is shown as the applicant in Appendix 3 to the Brand Consolidation Agreement and (b) the registered and unregistered trade marks, the copyrights and the domain names that appear in part Y of Schedules 1, 2 and 3 respectively;

"Z Rights"

means (a) the Getup and (b) those of the Trade Marks, Copyrights and Domain Names appearing in part Z of Schedules 1, 2 and 3 respectively.

- 1.2 The singular includes the plural and vice versa. Where this Assignment refers to a collective set of intellectual property rights the reference applies to one, some or all of those rights.
- 1.3 A reference to a clause of this Assignment includes all of its sub-clauses.
- 1.4 A reference to a statute includes a reference to any modification or reenactment (whether before or after the date hereof) and any subordinate legislation made thereunder.
- 1.5 The Schedules to this Assignment are an integral part of this Assignment.
- 1.6 Headings to clauses in this Assignment are included for ease of reference only and shall have no effect on the construction or interpretation of this Assignment.

2. ASSIGNMENT OF RIGHTS

- 2.1 In consideration of the covenants and undertakings contained herein the Assignor
 - 2.1.1 hereby assigns absolutely and free from all encumbrances to EIPRco for the Term throughout the Territory all such legal and beneficial rights and title as it may have in and to the X, Y & Z Rights together with the full and exclusive benefit of the goodwill attached thereto together with all accrued causes of action TO HOLD the same unto EIPRco;
 - shall assign absolutely and free from all encumbrances for the Term throughout the Territory all such legal and beneficial rights and title as it may have in and to each of the W Rights together with the full and exclusive benefit of the goodwill attached thereto together with all accrued causes of action to such party or parties nominated by EIPRco to the Assignor by a notice in writing and pending the service of such notice the Assignor holds each of the W Rights as bare trustee for EIPRco.
- 2.2 In so far as permitted by law the Assignor hereby irrevocably and unconditionally waives in favour of EIPRco all Moral Rights to which it is now or may at any time in the future be entitled.

3. DOMAIN NAMES

3.1 The Assignor undertakes that it shall at EIPRco's expense as soon as is reasonably practicable after this Assignment becomes unconditional execute any necessary document to procure the registration of EIPRco forthwith as the proprietor of all the Domain Names.

3.2 The Assignor shall deliver up to EIPRco within 30 days of the date of this Assignment or on first receipt if later all certificates of registration or ownership for each Domain Name.

4. <u>ACKNOWLEDGEMENT</u>

4.1 The Assignor shall not acquire or claim any right title or interest in or to the Y Rights and the Z Rights hereby assigned to the Assignor whether through the Assignor's use of the Y Rights and Z Rights or otherwise on and after the date hereof other than as may be afforded by the Sub-Licence. All goodwill arising from the use of the rights hereby assigned by the Assignor shall at all times inure to the benefit of EIPRco but shall be licensed to the Assignor subject to the terms of the Brand Licence and the Sub-Licence.

5. WARRANTIES

- 5.1 The Assignor warrants:
 - 5.1.1 that it is the registered proprietor of or otherwise entitled to the W, X, Y & Z Rights as at the date hereof;
 - that it has not granted any licence right or interest in or to any of the W, X, Y & Z Rights to any other party other than
 - (a) as set out in the recitals to and clause 2 of the Brand Consolidation Agreement; and
 - (b) to its subsidiary companies (if any) listed in Schedule 4;
 - 5.1.3 that it has not done any act or omission which invalidates the W, X, Y & Z Rights or the ability of EIPRco to register itself as the proprietor of the registered rights comprised therein;
 - 5.1.4 that all registered intellectual property (including domain names and all applications for registered protection) presently belonging to the Assignor of the character of X & Z Rights has been listed in the

Schedules to this Assignment and all of the Y Rights have been listed either in the Schedules hereto or in Appendix 3 of the Brand Consolidation Agreement and that the Assignor has allotted all such intellectual property rights to parts W, X, Y and Z respectively of the Schedules hereto and to the Appendix referred to above strictly in accordance with the principles set out in the recitals to this Assignment;

- 5.1.5 that save as permitted under the Brand Licence (or, in the case of W Rights, as permitted hereunder) the Assignor shall not purport to assign, licence, charge or encumber any of the W, X, Y & Z Rights.
- 5.2 The Assignor hereby agrees and undertakes that for so long as the Brand Licence remains in force it will not seek any registration of any trade mark, domain name, copyright or analogous right which is identical to or similar to any of the W, X, Y & Z Rights in any country in the world except as permitted in the Brand Licence or with the prior written consent of EIPRco. This restriction shall cease in the event that the Assignor becomes entitled to exercise any option to purchase back all or any of the W, X, Y & Z Rights.
- 5.3 The Assignor undertakes and agrees that it shall at all times observe and perform the terms and conditions contained in this Assignment and indemnify and hold harmless EIPRco from and against all costs and expenses (including, without limitation, legal costs on the indemnity basis, fees and expenses and value added tax thereon), actions, proceedings, claims, demands and damages arising directly or indirectly from a breach of this Assignment by the Assignor.

6. FURTHER ASSURANCE

EIPRco and the Assignor shall and shall procure that all other necessary persons shall at EIPRco's expense execute any further documents, do all acts and things as may be necessary or desirable for giving effect to this

Assignment and complete such other formalities as EIPRco shall reasonably require for the giving of full force and effect to this Assignment.

7. POWER OF ATTORNEY

The Assignor hereby with effect from the date hereof and without time limit irrevocably appoints EIPRco to be the Assignor's true and lawful attorney in the name of the Assignor to execute, sign, seal and deliver all documents, deeds and transfers and to do any other acts and things as may be deemed necessary to effect registrations in the name of EIPRco of the registered rights transferred under this Assignment.

8. WAIVER

The rights of either party (whether arising under this Assignment or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and in particular any failure to exercise or delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any such right by either party shall not preclude any other or further exercise of that or any other such right and no act or course of conduct or negotiation on its part on its behalf shall in any way preclude it from exercising any such right or constitute the suspension of any variation of any such right.

9. MODIFICATIONS

No amendment or modification to this Assignment shall be effective or binding unless it is in writing and executed by the parties hereto and refers to this Assignment.

10. GENERAL

10.1 If any provision of this Assignment is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal,

- 10 -

invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of this Assignment and the remainder of such provision shall continue in full force and effect.

- 10.2 This Assignment shall be governed by and construed in accordance with English law. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of the High Court in London (or, if the High Court in accordance with its rules from time to time refers the parties' case to another court, the jurisdiction of that court).
- 10.3 The rights and obligations set out in this Assignment shall be solely for the benefit of, and shall be enforceable only by, the parties hereto and their respective successors and permitted assigns. A person who is not a party to this Assignment has no right under the *Contract (Rights of Third Parties) Act* 1999 to enforce any terms or conditions of this Assignment, but this does not affect any right of a third party which exists or is available apart from that Act.
- 10.4 The provisions of this Assignment shall be binding upon and shall inure for the benefit of EIPRco, its successors and assigns.
- 10.5 This deed shall be executed and delivered in two counterparts, each of which shall be considered an original.
- 10.6 **IN WITNESS WHEREOF** the parties have executed this Assignment as a deed on the date first above written.

Director
\downarrow
al de la
4
Director/Secretary
),

EXECUTED and **DELIVERED** as a **DEED**

by **easyGroup** Limited (Jersey) acting by two directors or a director and secretary:

)
)
Director

Director/Secretary

- 13 -

SCHEDULE 1

TRADE MARKS

Part X

X RIGHTS

Registrations

Trademark

Country

Classes

Appl Date

Unregistered Trade Marks

Applications

Schedule 1, Part

Y Rights

								Applied
								for
Trademark	Specific	Country	Applicant	Filing Date	Status	Classes	Reg #	date
easy dot com	Logo	Venezuela	easy Group Ltd	26-Apr-00	Filing Reported	35,38,39,42	6817-2000	05-Apr-00
easy dot com	Logo	Hong Kong	easy Group Ltd	19-Apr-00	Filing Reported	35,39,42	2000/08563	05-Apr-00
easy dot com	Logo	South Africa	easy Group Ltd	19-Apr-00	Filing Reported	35,39,42	2000/07547	05-Apr-00
easy dof com	rogo	Cyprus	easy Group Ltd	26-Apr-00	Filing Reported	35,39,42	56316	05-Apr-00
easy dot com	Logo	Russia	easy Group Ltd		Ins Sent	09,16,35,36,38,39,41,42		05-Apr-00
easy dot com	rogo	USA	easy Group Ltd	24-Apr-00	Filing Reported	09,16,35,36,38,39,41,42	78005381	05-Apr-00
easy dot com	Logo	Turkey	easy Group Ltd		Ins Sent	09,16,35,36,38,39,41,42		05-Apr-00
easy dot com	L090	Singapore	easy Group Ltd		ins Sent	09,16,35,36,38,39,41,42		05-Apr-00
easy dot com	Logo	Mexico	easy Group Ltd	25-Apr-00	Filing Reported	35,39,42	422332	05-Apr-00
easy dot com	Logo	Israel	easy Group Ltd	30-Apr-00	Filing Reported	35,39,42	137279	05-Apr-00
easy dot com	Logo	Korea	easy Group Ltd		Ins Sent	09,16,35,36,38,39,41,42		05-Apr-00
easy dot com	Logo	Argentina	easy Group Ltd	26-Apr-00	Filing Reported	09,35,39,42	2283324	05-Apr-00
easy dot com	rodo	India	easy Group Ltd		Ins Sent	35,39,42		05-Apr-00
easy dot com	Logo	Japan	easy Group Ltd	01-May-00	Advertised	09,16,35,36,38,39,41,42	2000-48512	05-Apr-00
easy dot com	Logo	Australia	easy Group Ltd		Ins Sent	09,16,35,36,38,39,41,42		05-Apr-00
easy dot com	rogo	iceland	easy Group Ltd	26-Apr-00	Filing, Reported	09,16,35,36,38,39,41,42	1524/2000	05-Apr-00
easy dot com	Logo	Canada	easy Group Ltd	19-Apr-00	Filing Reported	00	1056190	05-Apr-00
easy dot com	Cogo	Hungary	easy Group Ltd	25-Apr-00	Filing Reported	09,16,35,36,38,39,41,42	M00 02286	05-Apr-00
easy dot com	Logo	China	easy Group Ltd	27-Apr-00	Filing Reported	35,39,42	2000056358	05-Apr-00
easy dot com	Logo	Chile	easy Group Ltd	04-May-00	Filing Reported	35,39,42	484809	05-Apr-00

easyGroup IP Assignment

- 14 -

	9	Malta	easy Group Ltd	04-Jan-01	Filing Reported	16,35,39,42	31570	05-Apr-00
		New Zealand	easy Group Ltd	19-Apr-00	Filing Reported	35,39,42	612902	05-Apr-00
easy dot com	000	Brazil	easy Group Ltd	05-May-00	Filing Reported	39,42	822682974	05-Apr-00
easy dot com	260	Poland	easy Group Ltd	\ \	Ins Sent	09,16,35,36,38,39,41,42		05-Apr-00
easy dor com	Word	Š	easy Group Ltd	18-Dec-98	Filing Reported	09,25,29,30,32,33,35,38,42	2184827	10-Dec-98
easycaid	Word	Venezuela	easy Group Ltd		Ins Sent	42		15-Mar-00
easyEverything	7000	Venezuela	easy Group Ltd	29-Mar-00	Filing Reported	42	5173-2000	15-Mar-00
easy Lycing	1000	South Africa	easy Group Ltd	31-Mar-00	Filing Reported	42	2000/06056	15-Mar-00
easyEveryumig	000	ASU.	easy Group Ltd	31-Mar-00	Filing Reported	42	76014949	15-Mar-00
easyEverything	Word	South Africa	easy Group Ltd	31-Mar-00	Filing Reported	42	2000/06057	15-Mar-00
easyEverything	Word	Turkey	easy Group Ltd		Ins Sent	42		15-Mar-00
casy Every times	000	Argentina	easy Group Ltd	05-Jun-00	Filing Reported	09,35	2290363	15-Mar-00
easyLvery9	000	Hungary	easy Group Ltd	06-Apr-00	Filing Reported	42	M0001937	15-Mar-00
easyEverything	1.000	Turkey	easy Group Ltd		Ins Sent	42		15-Mar-00
easyEverything	Word	Hungary	easy Group Ltd	06-Apr-00	Filing Reported	42	M0001938	15-Mar-00
casyEverything	Word	USA	easy Group Ltd	31-Mar-00	Filing Reported	42	76014948	15-Mar-00
easyEveryumig	000	Hong Kong	easy Group Ltd	19-Apr-00	Filing Reported	42	2000/08561	15-Mar-00
easyEveryuming	Word	Hong Kong	easy Group Ltd	19-Apr-00	Filing Reported	42	2000/08560	15-Mar-00
casyLvcryumg	Word	Argentina	easy Group Ltd		Ins Sent	42		15-Mar-00
easy=veryumg	000	India	easy Group Ltd	10-May-00	Filing Reported	16,42	923702	15-Mar-00
easyEveryumig	Word	Singapore	easy Group Ltd		Ins Sent	42		15-Mar-00
easyEverything	000	Malta	easy Group Ltd	04-Jan-01	Filing Reported	16,42	32727	15-Mar-00
easyEverything	Word	Korea	easy Group Ltd	25-Apr-00	Filing Reported	42	41-2000-0012203	15-Mar-00
easyEverything	Logo	Korea	easy Group Ltd	25-Apr-00	Filing Reported	42	41-2000-0012205	15-Mar-00
gasy avery and	Word		easy Group Ltd	04-Jan-01	Filing Reported	16,42	31545	15-Mar-00
easyEveryums	000		easy Group Ltd	07-Apr-00	Advertised	42	2000-36451	15-Mar-00
easy Every time	-627		easy Group Ltd	06-Apr-00	Filing Reported	42	T00/06133J	15-Mar-00
easyEveryumg	000		easy Group Ltd	31-Mar-00	Filing Reported	42	136447	15-Mar-00
edsyleveryming	obo j		easy Group Ltd		Ins Sent	42		15-Mar-00
easyEveryumig	Logo		easy Group Ltd	12-Apr-00	Filing Reported	42	420728	15-Mar-00
easyLyciyamis	Cooo		easy Group Ltd	07-Apr-00	Registered	42	806/2000	15-Mar-00
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- 15 -

\$ C	9	Argentina	easy Group Ltd	18-Apr-00	Advertised	16,36,38,3942	2282031	15-Mar-00
edsyt very tring	Word Word		easy Group Ltd	29-Mar-00	Filing Reported	42	829772	15-Mar-00
easyEveryumg	Word		easy Group Ltd	07-Apr-00	Filing Reported	42	1334/2000	15-Mar-00
easyEveryumg	Word		easy Group Ltd	12-Apr-00	Filing Reported	42	420727	15-Mar-00
easyLveryumg	000	Australia	easy Group Ltd	29-Mar-00	Filing Reported	42	829773	15-Mar-00
easy⊏veryumg	Word	Japan.	easy Group Ltd	07-Apr-00	Advertised	42	2000-36448	15-Mar-00
easyEverything	Word	India	easy Group Ltd	10-May-00	Filing Reported	16,42	923701	15-Mar-00
easyEverything	Word	Chile	easy Group Ltd		Ins Sent	42		15-Mar-00
casy Every times	Word	Israel	easy Group Ltd		Ins Sent	42		15-Mar-00
easyLveryums	Word	China	easy Group Ltd	15-May-00	Filing Reported	42	2000065018	15-Mar-00
easyEverything	Logo	Switzerland	easy Group Ltd	05-Aug-99	Filing Reported	35,39,42	07021/1999	15-Mar-00
easyEverything	Logo	Canada	easy Group Ltd	29-Mar-00	Filing Reported	0	1052791	15-Mar-00
easyEverything	Logo	Chile	easy Group Ltd	25-Jul-00	Filing Reported	42	494494	15-Mar-00
easyLverything	Word	Russia	easy Group Ltd	03-Aug-00	Filing Reported	42	2000707221	15-Mar-00
easyEverything	Logo	China	easy Group Ltd	15-May-00	Filing Reported	42	2000065017	15-Mar-00
easyEven/thing	Word	Brazil	easy Group Ltd	20-Apr-00	Filing Reported	42	822648512	15-Mar-00
easyEverytims	Word	New Zealand	easy Group Ltd	29-Mar-00	Advertised	42	611469	15-Mar-00
easyEveryfilms	Logo	New Zealand	easy Group Ltd	29-Mar-00	Advertised	42	611470	15-Mar-00
easyEverything	Word	Cyprus	easy Group Ltd	12-May-00	Filing Reported	42	56419	15-Mar-00
easyEverything	Word	Poland	easy Group Ltd	21-Apr-00	Filing Reported	42	Z-217464	15-Mar-00
easyEverything	Logo	Russia	easy Group Ltd		Ins Sent	42		15-Mar-00
easvEverything	Logo	Brazil	easy Group Ltd	20-Apr-00	Filing Reported	42	822648520	15-Mar-00
easvEverything	Word	Canada	easy Group Ltd	11-Juf-00	Filing Reported	0	1052792	15-Mar-00
easyEverything	Logo	Poland	easy Group Ltd	21-Apr-00	Filing Reported	42	Z-217463	15-Mar-00
easyMoney	Word	South Africa	easy Group Ltd	03-Jul-00	Filing Reported	35,36,42	2000/13443	3-May-00
easyMoney	Word	ž	easy Group Ltd	18-Dec-98	Filing Reported	09,25,29,30,32,33,35,38,42	2184834	10-Dec-98
easyPav	Word	Ş	easy Group Ltd	18-Dec-98	Filing, Reported	09,25,29,30,32,33,35,38,42	2184833	10-Dec-98
easyRentacar	rodo	South Africa	easy Group Ltd	19-Apr-00	Filing Reported	39	2000/07546	3-Apr-00
easyRentacar	Logo	Venezuela	easy Group Ltd	24-Apr-00	Filing Reported	39	6658-2000	3-Apr-00
easvRentacar	Logo	Hong Kong	easy Group Ltd	19-Apr-00	Filing Reported	39	2000/08562	3-Apr-00
easyRentacar	Cogo	Cyprus	easy Group Ltd		Ins Sent	39		3-Apr-00
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TRADEMARK REEL: 002373 FRAME: 0088

- 16 -

- 17 -

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easyRentacar	Logo	Russia	easy Group Ltd	26-Oct-00	Filing Keported	39	2000/08/41	3-Apr-00
o San Pontariar	1,000	Hungary	easy Group Ltd	25-Apr-00	Filing Reported	39	M00 02285	3-Apr-00
easynemaca	000	e e	easy Group Ltd	18-Apr-00	Filing Reported	39	T00/06459C	3-Apr-00
easyRentacal	5 5 5		easy Group Ltd	25-Apr-00	Filing Reported	39	78005604	3-Apr-00
easyReiliacai		2	easy Group Ltd		Ins Sent	39		3-Apr-00
easyKentacal	000		easy Group Ltd	26-Oct-99	Filing Reported	39	1360981	14-Oct-99
easyRentacal	2607		easy Group Ltd	26-Oct-99	Filing Reported	39	2212473	14-Oct-99
easynemada		Korea	easy Group Ltd	09-May-00	Filing Reported	39	41-2000-0013514	3-Apr-00
easynemacan	0801	Japan	easy Group Ltd	10-Jul-00	Advertised	39	2000-45024	3-Apr-00
easynemaca	0801	Malta	easy Group Ltd	04-Jan-01	Filing Reported	16,39	32744	3-Apr-00
easylvering of	Fodo	Mexico	easy Group Ltd		Ins Sent	39		3-Apr-00
easy contact.	000	Israel	easy Group Ltd	23-Apr-00	Filing Reported	39	137127	3-Apr-00
casylteniae	1000	Argentina	easy Group Ltd	26-Apr-00	Filing Reported	39	2283322	3-Apr-00
easylvantacar	000	India	easy Group Ltd	10-May-00	Filing Reported	16,39	923700	3-Apr-00
easylventacal	Podo	Iceland	easy Group Ltd	26-Apr-00	Filing Reported	39	1523/2000	3-Apr-00
easylvenided	Logo	Australia	easy Group Ltd		Ins Sent	39		3-Apr-00
easyromacar	Logo	Canada	easy Group Ltd	26-Apr-00	Filing Reported	0	1056593	3-Apr-00
easyltemace	Logo	Chile	easy Group Ltd	25-Apr-00	Filing Reported	39	483712	3-Apr-00
easyRentacar	Logo	China	easy Group Ltd		Ins Sent	39		3-Apr-00
easylvemace	000	New Zealand	easy Group Ltd		Ins Sent	39		3-Apr-00
easyncinace	000	Poland	easy Group Ltd		Ins Sent	39		3-Apr-00
easylventees	Cogo	Brazil	easy Group Ltd	26-Apr-00	Filing Reported	39	822664038	3-Apr-00
easyRentacar	Word	China	easy Group Ltd		Ins Sent	39		3-Apr-00
easyRentacar	Word	Argentina	easy Group Ltd		Ins Sent	39		3-Apr-00
osevRentacar	Word	Brazil	easy Group Ltd		Ins Sent	39		3-Apr-00
easyRentacar	Word	Canada	easy Group Ltd	10-May-00	Filing Reported	0	1059068	3-Apr-00
easyRentacar	Word	Cyprus	easy Group Ltd		Ins Sént	39		3-Apr-00
easyRentagar	Word	South Africa	easy Group Ltd	10-May-00	Filing Reported	39	2000/08969	3-Apr-00
easyRentacar	Word	Chile	easy Group Ltd		Ins Sent	39		3-Apr-00
easyRentacar	Word	ž	easy Group Ltd	01-Apr-99	Examination	39	2193491	18-Mar-99
easyRentacar	Word	Turkey	easy Group Ltd		Ins Sent	39		3-Apr-00

						•		00 11 01
	7	MIC	easy Group Ltd	30-Jul-99	Advertised	39	7001971	10-Mal-33
easyRentacar	000	5 :	easy Group Ltd		Ins Sent	39		3-Apr-00
easyRentacar	Word	Mexico	easy Group 11d	00-veM-60	Filing Reported	39	2000/09988	3-Apr-00
easyRentacar	Word	Hong Kong	easy Group I td	12-May-00	Filing Reported	39	M0002583	3-Apr-00
easyRentacar	Word	Hungary	easy Group Ltd	11-May-00	Filing Reported	39	137667	3-Apr-00
easyRentacar	Word	Sign	easy Group Ltd	22-May-00	Filing Reported	16,39	926091	3-Apr-00
easyRentacar	p To A	india colond	easy Group Ltd	16-May-00	Filing Reported	39	1737/2000	3-Apr-00
easyRentacar	p 1	Cerains	easy Group Ltd	17-May-00	Filing Reported	39	2000-53834	3-Apr-00
easyRentacar	Word	Voocauela	easy Group Ltd	10-Jul-00	Filing Reported	39	12079-2000	3-Apr-00
easyRentacar	Mord	V61164.000	easy Group Ltd	12-May-00	Filing Reported	16,39	31623	3-Apr-00
easyRentacar	Mord	Malta	easy Group I to	08-May-00	Filing Reported	39	78007247	3-Apr-00
easyRentacar	Word	USA	bi I droid Good	10-May-00	Filing Reported	39	614174	3-Apr-00
easyRentacar	Word	New Zealand	easy Group Ltd	16-May-00	Filing Reported	39	Z-218447	3-Apr-00
easyRentacar	Word	Poland	easy Group Ltd	11-May-00	Filing Reported	39	2000710930	3-Apr-00
easyRentacar	Word	Kussid	easy Group Ltd	12-May-00	Filing Reported	39	T00/7974D	3-Apr-00
easyRentacar	Dio A	Singaporo	easy Group Ltd	09-May-00	Filing Reported	39	834600	3-Apr-00
easyRentacar	Mord	Austiona	easy Group Ltd		Ins Sent	39		3-Apr-00
easyRentacar easyRentacar	Word	Switzerland	easy Group Ltd	05-Aug-99	Examination	39	07022/1999	15-Jul-99

The Y Rights shall include all such rights as the Assignor has in all brands and names used by the Assignor prior to the date of the party to the Brand Consolidation Agreement other than the Assignor or a member of its Group of Companies as defined in the Brand Consolidation Agreement which relate to the "easy" brand and which allude specifically to the business carried on by any Brand Licence.

easyGroup IP Assignment

Z Rights

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Schedule 1, Part Z

Status Filing Date Applicant

Reg # | Applied for date Classes Country Specific Trademark

The Z Rights shall include all such rights as the Assignor has in all brands and names used by the Assignor prior to the date of the Brand Consolidation Agreement which relate to the "easy" brand and which are not included in the X Rights or the Y Rights.

SCHEDULE 2

COPYRIGHT

Part X

X RIGHTS

Such copyright as is owned by the Assignor in the Trade Marks and Domain Names

including (without limitation) the copyright in any designs, logos or icons

incorporated in the trade marks and domain names set out in part X of schedule 1

and schedule 3.

Part Y

Y Rights

Such copyright as is owned by the Assignor in the Trade Marks and Domain Names

including (without limitation) the copyright in any designs, logos or icons

incorporated in the trade marks and domain names set out in Part Y of schedule 1

and schedule 3.

Part Z

Z Rights

Such copyright as is owned by the Assignor in the Trade Marks and Domain Names

including (without limitation) the copyright in any designs, logos or icons

incorporated in the trade marks and domain names set out in Part Z of schedule 1

and schedule 3.

easyGroup IP Assignment

assignment.DOC -

SCHEDULE 3

DOMAIN NAMES

Part W

W Rights

Damasia Ni	-	n
Domain Name	Extension	Registration Date
		Garanti Dute

Part X

X Rights

Domain Name	Extension	Registration Date

The X Rights shall include all such rights as the Assignor has in all URLs used by the Assignor prior to the date of the Brand Consolidation Agreement which contain, or are similar to, the Business Name, or which relate to the "easy" brand and allude specifically to the Licensed Activities as defined in the Brand Licence.

Part Y

Y Rights

Domain Name	Extension Regist	ration Date

The Y Rights shall include all such rights as the Assignor has in all URLs used by the Assignor prior to the date of the Brand Consolidation Agreement which relate to the "easy" brand and which allude specifically to the business carried on by any party to the Brand Consolidation Agreement other than the Assignor or a member of its Group of Companies as defined in the Brand Licence.

easyGroup IP Assignment

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Part Z

Z Rights

Domain Name	Extension	Registration Date
·	-1	

The Z Rights shall include all such rights as the Assignor has in all URLs used by the Assignor prior to the date of the Brand Consolidation Agreement which contain, or are similar to, the Business Name, or which relate to the "easy" brand and which are not included in the X Rights or the Y Rights.

SCHEDULE 4

LIST OF SUBSIDIARIES

easyGroup (UK) Limited
easyEverything Limited
easyBank Limited
easyMoney (UK) Limited
easyValue Limited
easyRentacar (UK) Limited

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- 23 -