
**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Asst. Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202

RE: Our File: TM48

<p>1. <u>Name (and address) of conveying party(ies)</u></p> <p>DUNLOP HOLDINGS LIMITED BTR House, Carlisle Place London SW1P 1BX</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-England <input type="checkbox"/> Other-</p>	<p>2. <u>Name and Address of receiving party(ies)</u></p> <p>BTR INDUSTRIES LIMITED BTR House, Carlisle Place London SW1P 1BX</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-England <input type="checkbox"/> Other -</p>
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If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

<p><input checked="" type="checkbox"/> Assignment; <input type="checkbox"/> Security Agreement; <input type="checkbox"/> Other;</p>	<p><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Change of Address</p>
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Execution Date: May 22, 1998

4. Application number(s) or registration number(s): 6

<p>A. Trademark Application No.(s) No.(s)</p>	<p>B. Trademark Reg. 1,330,561 1,379,099 592,409 652,310 653,371 643,871</p>
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Additional numbers attached Yes No

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

COLLEN LAW ASSOCIATES, P.C.
The Holyoke-Manhattan Building
80 South Highland Avenue
Ossining, New York 10562

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$165.00

Enclosed
 Authorized to be charged to deposit account
 Already submitted

8. Deposit account number:
03-2465

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Jess M. Collen *Jess M. Collen* February 4, 2002
Name of person signing Signature Date

Total number of pages comprising cover sheet, attachments and documents 8

JMC/MC

Enclosures: - Assignment Document/Schedule Of Trademarks

TM48-DHLrecord

NOTE: IF THERE IS ANY FEE DUE AT THIS TIME, PLEASE CHARGE IT TO OUR DEPOSIT ACCOUNT NO. 03-2465 AND ADVISE.

TRADEMARK
REEL: 002408 FRAME: 0792

TRADE MARK ASSIGNMENT *between*

DUNLOP HOLDINGS LIMITED
as Assignor

and

BTR INDUSTRIES LIMITED
as Assignee

relating to

International Trade Marks

SIMMONS & SIMMONS

21 Wilson Street London EC2M 2TX
Tel: 0171-628 2020 / 528 9292 Fax: 0171-628 2070 DX Box No 12

TRADEMARK
REEL: 002408 FRAME: 0793

From: MARKS & CLERK (B'HAM)

0121 606 4766

18/07/2001 16:41 #091 P.008

THIS ASSIGNMENT is made the 22 day of May 1998

BETWEEN:

- (1) DUNLOP HOLDINGS LIMITED a company incorporated in England and Wales under number 50091, whose registered office is at BTR House, Carlisle Place, London SW1P 1BX (the "Assignor"); and
- (2) BTR INDUSTRIES LIMITED a company incorporated in England and Wales under number 178575, whose registered office is at BTR House, Carlisle Place, London SW1P 1BX (the "Assignee").

WHEREAS:

- (A) The Assignor is the registered proprietor of and/or beneficial owner of or the applicant for the trade marks set out in the Schedule hereto ("the Trade Marks");
- (B) Pursuant to the DHL Transfer Agreement of even date herewith between (inter alia) the Assignor and the Assignee the Assignor has agreed to transfer the Trade Marks to the Assignee.

NOW IT IS HEREBY AGREED as follows:

1. Assignment

In consideration of the sum of £ 1.00 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor HEREBY ASSIGNS and transfers to the Assignee all its right, title and interest in and to the Trade Marks together with the goodwill attaching to the Trade Marks including all statutory and common law rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action, to hold unto the Assignee absolutely.

2. Further Assurance

The Assignor agrees with the Assignee that upon request by the Assignee (and at the Assignee's expense) it shall execute all such documents and do all such acts and things as may reasonably be required by the Assignee for securing to or vesting in the Assignee the full benefit of the assignment herein contained.

3. Counterparts

This Assignment may be executed in any number of counterparts, which shall together constitute one Assignment. Any party hereto may enter into this Assignment by signing any such counterpart.

From: MARKS & CLERK (BHAM)

0121 606 4766

18/07/2001 16:41 #091 P.004

4. Law and Jurisdiction

This Assignment shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts in relation to all matters arising out of this Assignment

IN WITNESS whereof the parties have executed this Assignment on the day and year first above mentioned.

0121 606 4766

18/07/2001 16:42 #091 P.005

THE SCHEDULE

Page 1

Trade Mark Report printed 17 June 1998

File No.	Proprietor	Country	Trade Mark	Classes	App. No.	App. date	Reg. No.	Reg. Date	Status	Reg. Due	Agents Ref
2473	Dunlop Limited	United States	MANAGER	19	72/084525	14 March 1956	643074	09 April 1957	REG	09 April 2007	✓
341	Dunlop Limited	United States	DUNLOP	7	486950	25 June 1984	1330361	16 April 1985	REG	16 April 2005	✓
343	Dunlop Limited	United States	DUNLOP	12	547790	15 July 1985	1379099	21 January 1986	REG	21 January 2002	✓
360	Dunlop Limited	United States	DUNLOP	23	71/637079	10 November 1952	592409	13 July 1954	REG	13 July 2004	✓
383	Dunlop Limited	United States	DUNLOP	19	72/012527	20 July 1956	652310	01 October 1957	REG	01 October 2007	1-56,675 ✓
394	Dunlop Limited	United States	DUNLOP	23	72/012526	20 July 1956	653371	22 October 1957	REG	22 October 2007	1-56,685 ✓

F=6 ✓

0121 606 4766

18/07/2001 16:42 #091 P.006

Signed by P. S. HAZEL)
for and on behalf of)
DUNLOP HOLDINGS)
LIMITED)



Signed by P. S. HAZEL)
for and on behalf of)
BTR INDUSTRIES LIMITED)

