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12-21-2001

SIGNMENTS Washington, D.C. 20231

FORM PTO-1618A



VER SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

ONLY

Patent and Trademark Office

101923333

To the Honorable

record the attached original document or copy thereof.

1. Submission Type

New

Resubmission (Non-Recordation)

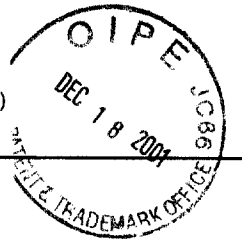
Document ID # _____

Correction of PTO Error

Reel # _____ Frame # _____

Corrective Document

Reel # _____ Frame # _____



2. Name of Conveying Party(ies):

Rainbow Seven Limited (formerly Line Seven Limited)

12-18-01

3. Name and Address of Receiving Party(ies):

Name: Gulf Star Products Limited

Street Address: 39 Union Street

City: Auckland

State: New Zealand

Zip: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State New Zealand

Other _____

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State New Zealand

Other: _____

Additional Name(s) of conveying attached? Yes No

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. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other: _____

Execution Date: 07261988

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

A. Trademark Applicant No.(s)

76060633

B. Trademark Registration No.(s)

1828330 and 1509307

Additional Sheet attached? Yes No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136
JACOBSON HOLMAN
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. T31569US0

7. Number of applications and registrations involved: 3

8. Total fee (37 CFR 3.41)..... \$ 90.00

Enclosed

Any deficiencies in enclosed fees are authorized to be charged to account 06-1358

12/20/2001 TPIAZ1 00000207 76060633

01 FC:481
02 FC:482

40.00 OF
50.00 OF

DO NOT USE THIS SPACE

10. 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.

John C. Holman

Name of Person Signing

Signature

December 18, 2001

Date

Total number of pages excluding cover sheet:

12

NOW THEREFORE in consideration of payment of NZ\$23438.50 (plus GST if any) from the Assignee to the Assignor (the receipt and sufficiency of which is acknowledged):-

1. The Assignor hereby assigns to the Assignee the Trade Marks and all of the Assignor's rights and powers in respect of the Trade Marks including all common law rights connected with the Trade Marks and including the benefit of all registrations of the Trade Marks and the benefit of all applications for registration of the Trade Marks, together with the Goodwill.
2. The Assignor hereby also assigns all of its rights and powers in any trade marks associated with the Trade Marks in Clause 1 including all common law rights connected with those associated trade marks.
3. The Assignor hereby assigns to the Assignee the Copyright for the whole world.
4. The Assignor will cease to use and will not permit any other person to use the Trade Marks, the Copyright or any trade marks, words or symbols confusingly similar to any of them.
5. The Assignor hereby undertakes at the request and expense of the Assignee to promptly take all necessary action and to sign any document required to give effect to the assignment or required to assist the entry of the Assignee as proprietor or applicant of any of the registrations or applications or other rights hereby assigned or in further prosecution of any application for registration or for any other rights to the Trade Marks in any jurisdiction.
6. The Assignor hereby grants to the Assignee an irrevocable Power of Attorney to take any necessary action and to sign any document required to give effect to the assignment or required to assist the entry of the Assignee as proprietor or applicant of any of the registrations or applications or other rights hereby assigned or in further prosecution of any application for registration or for any other rights to the Trade Marks in any jurisdiction. The Assignee hereby indemnifies the Assignor in respect of the Assignee's use of this Power of Attorney.



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- 7. The Assignee shall pay all costs including fees and duties to record this assignment in any jurisdiction and the Assignor's reasonable legal costs in respect of negotiation and execution of this Assignment.
- 8. The Assignor will not any time challenge the validity of this Deed or any of the Trade Marks.

SIGNED by the Assignor

RAINBOW SEVEN LIMITED

in the presence of: a duly authorised officer of the Company

Signature: *[Handwritten Signature]*

Name: *BARRY PETER WILSON*

~~XXXXXXXXXX~~

SIGNED by the Assignee

GULF STAR PRODUCTS LIMITED

in the presence of:

[Handwritten Signature]

ROSS FRANCIS MUNRO

Signature: *LIARE JEFFERES*
ACCOUNTANT, AUCKLAND

Name:

~~Notary Public:~~

[Handwritten Signature]

FIRST SCHEDULE

Country	Status	No	Mark	Class
New Zealand	Registered	136088	L7 Logo	25
New Zealand	Registered	B277967	LINE 7/LINE SEVEN	25
New Zealand	Registered	295770	LINE 7/LINE SEVEN	25
New Zealand	Registered	295771	LINE 7/ LINE SEVEN	35
Australia	Registered	A210135	LINE SEVEN + 7 Device	25
Australia	Registered	A560378	L7 Logo	25
Canada	Registered	193067	LINE 7 & Device	
Canada	Registered	284989	L7 Logo	
China	Application		LINE SEVEN + Device	25
European Community	Application	000928457	L7 Logo	9,18,22,25
Germany	Registered	9838124	L7 Logo	25
Hong Kong	Registered	B228/1986	L7 Logo	25
Japan	Application	100260/98	LINE 7	25
Japan	Registered	1887153	L7 Logo	25
USA	Registered	1509307	L7 Logo	25
USA	Registered	1828330	LINE SEVEN	25
USA	Application	76/060633	LINE 7	18,25

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SECOND SCHEDULE

LINE 7
LINE SEVEN
L7
L7 Logo
L7 and Crown Device

A handwritten signature or set of initials, possibly 'BL', written in black ink. The signature is stylized and appears to be written over a horizontal line.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

By: Gulf Star Products Limited

Mark: LINE7 & DESIGN

Registered: October 18, 1988

Registration No.: 1509307

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202

**NEW POWER OF ATTORNEY AND
CHANGE OF CORRESPONDENCE ADDRESS**

Applicant hereby revokes all previous powers of attorney and appoints JOHN CLARKE HOLMAN, HARVEY B. JACOBSON, MARVIN R. STERN, SIMOR L. MOSKOWITZ, ALLEN S. MELSER, MICHAEL R. SLOBASKY, MARSHA G. GENTNER, JONATHAN L. SCHERER, IRWIN M. AISENBERG, GEORGE W. LEWIS, WILLIAM E. PLAYER; YOON S. HAM; and NATHANIEL A. HUMPHRIES its attorneys to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration. Address all correspondence relative thereto to CUSTOMER NO. 00136 or the law firm of JACOBSON HOLMAN PLLC, 400 Seventh Street, N.W., Washington, D.C. 20004.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The law firm of JACOBSON HOLMAN PLLC, whose postal address is 400 Seventh Street, N.W., Washington, D.C. 20004, is hereby designated applicant's representative upon whom notice of process in proceedings affecting this mark may be served.

Signed this 16th day of Dec, 2001



By R. Munro.
(Signature)

ROSS FRANCIS MUNRO.
(Typed Name)

Director.
(Title)

Folio: T04410
ID: JCH/dls

JCH-5/01-302

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

By: Gulf Star Products Limited

Mark: LINE SEVEN

Registered: March 29, 1994

Registration No.: 1828330

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202

**NEW POWER OF ATTORNEY AND
CHANGE OF CORRESPONDENCE ADDRESS**

Applicant hereby revokes all previous powers of attorney and appoints JOHN CLARKE HOLMAN, HARVEY B. JACOBSON, MARVIN R. STERN, SIMOR L. MOSKOWITZ, ALLEN S. MELSER, MICHAEL R. SLOBASKY, MARSHA G. GENTNER, JONATHAN L. SCHERER, IRWIN M. AISENBERG, GEORGE W. LEWIS, WILLIAM E. PLAYER; YOON S. HAM; and NATHANIEL A. HUMPHRIES its attorneys to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration. Address all correspondence relative thereto to CUSTOMER NO. 00136 or the law firm of JACOBSON HOLMAN PLLC, 400 Seventh Street, N.W., Washington, D.C. 20004.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The law firm of JACOBSON HOLMAN PLLC, whose postal address is 400 Seventh Street, N.W., Washington, D.C. 20004, is hereby designated applicant's representative upon whom notice of process in proceedings affecting this mark may be served.

Signed this 10th day of Dec, 2001



By R. Munro
(Signature)

ROSS FRANCIS MUNRO
(Typed Name)

R. Munro DIRECTOR
(Title)

Folio: T04409
ID: JCH/dls

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

By: Gulf Star Products Limited

Mark: LINE 7

Filed: May 31, 2000

Serial No.: 76/060633

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202

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CHANGE OF CORRESPONDENCE ADDRESS**

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Signed this 10th day of Dec, 2001



By R. Munro
(Signature)

ROSS FRANCIS MUNRO
(Typed Name)

DIRECTOR
(Title)

Folio: T31569US0
ID: JCH/dls

JCH-5/01-302

RECORDED: 12/18/2001

TRADEMARK
REEL: 002410 FRAME: 0583