

04-29-2002

SHEET

Docket No.:

NLY

4-16-02



102070988

Tab settings

To the Honorable Commissioner of the attached original documents or copy thereof.

1. Name of conveying party(ies):

ICI Chemicals & Polymers Ltd.

2002 APR 16 PM 12:53

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-State England
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Agility Logistics Limited

Internal Address: Eversheds House

Street Address: 70 Great Bridgewater Street

City: Manchester State: England ZIP: M15ES

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 31, 2001

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

A. Trademark Application No.(s)

75/809,389

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Patricia A. Wilczynski, Esq.

Internal Address:

Scully, Scott, Murphy & Presser

Street Address: 400 Garden City Plaza

City: Garden City State: NY ZIP: 11530

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-1013

DO NOT USE THIS SPACE

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40.00 00

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.

Patricia A. Wilczynski

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002493 FRAME: 0455

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Agility Logistics Limited

Appln. No.: 75/809,389

Filed: September 27, 1999

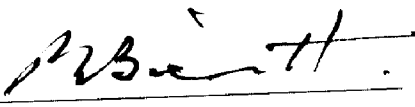
Classes: 39 and 42

Trademark: **AGILITY**

APPOINTMENT OF DOMESTIC REPRESENTATIVE

SCULLY, SCOTT, MURPHY & PRESSER, whose Post Office address is 400 Garden City Plaza, Garden City, New York 11530, is hereby designated applicant's representative upon whom notice of process in proceedings affecting the mark and application or resulting registration may be served.


Agility Logistics Limited

By: 

Typewritten Name: PR Browitt
Title: Managing Director

Dated:

20 March 2002



DATED 31 October 2001

- (1) ICI CHEMICALS & POLYMERS LIMITED
- (2) AGILITY LOGISTICS LIMITED

ASSIGNMENT OF TRADE MARKS

We, Eversheds, Solicitors, Manchester, hereby certify that
this is a true copy of the original document.

Eneumed
Dated 3rd Dec 2001

EVERSHEDS

Eversheds House
70 Great Bridgewater Street
Manchester M1 5ES
Tel: 0161 831 8000
Fax: 0161 832 5337

BETWEEN

- (1) ICI CHEMICALS & POLYMERS LIMITED (Registered Number: 218019) whose registered office is at The Heath, Runcorn, Cheshire WA7 4QF ("the Assignor"); and
- (2) AGILITY LOGISTICS LIMITED, (Registered Number: 3922965) whose registered office is at Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES ("the Assignee").

BACKGROUND

- (A) The Assignor and the Assignee have entered into an agreement of today's date in relation to the sale by the Assignor to the Assignee of the logistics services business of the Assignor ("S&P Agreement").
- (B) The Assignor is the registered proprietor of the UK registered trade mark and the Trade Mark applications detailed in the Schedule ("the Trade Marks").
- (C) The Assignor has agreed to assign the Trade Marks together with the goodwill of the business of the Assignor relating to the goods in respect of which the Trade Marks are registered or registration has been sought, on the terms set out in this Agreement.

OPERATIVE PROVISIONS

1. **ASSIGNMENT**

In consideration of the payment of £1 (one pound) paid by the Assignee to the Assignor, receipt and sufficiency of which is hereby acknowledged, the Assignor assigns to the Assignee free from all charges, liens, encumbrances, equities or third party rights the Trade Marks and the full and exclusive benefit of each of them, together with the goodwill attaching to the Trade Marks, including all statutory and common law rights, and the right to sue for damages and other remedies obtained in respect of any infringement of such rights.

2. **FURTHER ASSURANCE**

The Assignor agrees that it shall, at the Assignor's cost, at any time prior to the first anniversary of the Effective Date (as defined in the S&P Agreement) and at any time thereafter at the Assignee's cost, do and execute all such acts, deeds, documents and things as it is lawfully able as may be necessary to vest the title to the Trade Marks in the Assignee. For the avoidance of doubt the Purchaser shall be responsible for all costs associated with registration of the assignment of the Trade Marks.

3. **GOVERNING LAW**

This Assignment shall be governed by and construed in accordance with English Law and the parties hereby submit for all purposes in connection with this Assignment to the exclusive jurisdiction of the English Courts.

THIS ASSIGNMENT is executed as a deed and delivered on the date stated at the beginning of this Deed

SCHEDULE

Trade Mark

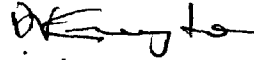
Country	Mark	Class	Number and date of registration
UK	AGILITY	39	2207015 dated 26 September 1999


Country	Mark	Number No and date	Class
Europe - Community trade mark (Austria, Benelux, Denmark Finland, France, Germany Greece, Ireland, Italy, Portugal Spain, Sweden, UK)	AGILITY	1276534 12 August 1999	39
Singapore	AGILITY	T99/08708F dated 14th August 1999	39

Trade Mark Application

Country	Mark	Number No and date	Class
USA	AGILITY	75/809389 dated 27 September 1999	39


EXECUTED AND DELIVERED as a Deed)
by ICI CHEMICALS & POLYMERS LIMITED)
acting by:)

Director 

Director/Secretary 

AUTHORISED SIGNATORY

EXECUTED AND DELIVERED as a Deed)
by AGILITY LOGISTICS LIMITED)
acting by:)

Director 
Director/Secretary 