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07-10-2002



IT

To the Honorable Commissioner of Patents

102148775

ached original documents or copy thereof.

1. Name of conveying party(ies):

NOKIA CORPORATION

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-Finnish
- Other
- Association
- Limited Partnership

7.2.02

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: July 1, 2002

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

Name: Vertu Ltd.
Address: 51 Eastcheap
London EC3M 1JP
Great Britain

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Great Britain
- 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

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

A. Trademark Applications

Mark	Serial No.
VERTU	76/269,000
VERTU	76/346,001

Additional numbers attached? Yes No

B. Trademark Registrations

Mark: Jessica Rojas Reg. No. 115766309
 (name (Print) Signature)

Date: 7/2/02 Label No. 115766309

I hereby certify that, on the date indicated above, this paper or fee was deposited with the U.S. Postal Service & that it was sent to the Assistant Commissioner for Patents, Washington, DC 20231 by "Express Mail Post Office to Addressee" service.

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

Name: Darby & Darby P.C.

Street Address: Post Office Box 5257

City: New York State: New York Zip: 10150-5257

Ref. No. 3587/3H896USO and US1

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41):.....\$65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 04-0100

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

07/09/2002 191R21 0000067 7625900

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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.

Karin Segall

Signature

July 2, 2002
Date

Total number of pages including cover sheet, attachments, and document:

4

Att'y. Ref. No.:

76/269,000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee: Vertu Ltd.
51 Eastcheap
London EC3M 1JP
Great Britain

Trademark appl.: No. 76/269000 VERTU Classes 9 and 38
No. 76/346001 VERTU Classes 25, 35, 36, 28, 41 & 42

POWER OF ATTORNEY/APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assignee appoints: Darby & Darby

805 Third Avenue
NY 10022
New York
United States of America

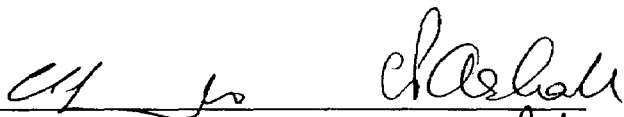
its attorneys with full powers of substitution and revocation to transact all business in the Patent and Trademark Office in connection with the captioned registration.

is also hereby designated assignee's representative upon whom notices or process in proceedings affecting the mark may be served.

Please address all correspondence in this matter to the attention of:

Vertu Ltd.

Dated: Southwark, 29/04/2002

By 
Print Name: Caro Penderon C. Penderon
Title: V.P. Finance SVB

4144/3H896US0/US1

TRADEMARK ASSIGNMENT

WHEREAS, Nokia Corporation, a corporation organized and existing under and by virtue of the laws of the Finland, and having a place of business at Keilalahdentie 4, 02150 Espoo, Finland, hereinbelow called "Assignor", has intended to use the following trademarks, in commerce and has filed applications for registration indicating that intention, but has not yet filed allegations of use of such marks under §§1(c) or 1(d) of the Trademark Act;

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
VERTU	76/269,000	June 8, 2001
VERTU	76/346,001	December 5, 2001

;and

WHEREAS, Vertu Ltd., a corporation organized and existing under and by virtue of the laws of Great Britain, and having a place of business at 51 Eastcheap, London EC3M 1JP, Great Britain, hereinbelow called "Assignee", is the successor of the ongoing and existing business or portion thereof of Assignor to which the marks pertain, is desirous of acquiring said trademarks and the pending intent-to-use trademark applications therefor;

THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor did effective March 21, 2002 sell, assign and transfer the entire right, title and interest in and to said trademarks and trademark applications therefor and any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof nunc pro tunc as of March 21, 2002 unto the said Assignee, its successors or assigns.

NOKIA CORPORATION

Dated: 1.7.2002, ESP00By: [Signature]

Print Name:

Print Title: Esko Friman
Vice President, IPR

NOKIA CORPORATION

Dated: 1.7.2002, ES700By: [Signature]

Print Name:

Print Title: KAISA PERKKIO
SENIOR LEGAL COUNSEL

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