

08-21-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 281-TM-001,002,005

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FARROW & BALL LIMITED

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other A British Company

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

3. Nature of conveyance:

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

Execution Date: September 23, 1999

2. Name and address of receiving party(ies)

Name: FARROW & BALL HOLDINGS LIMITED

Internal Address: Uddens Trading Estate

Street Address: Wimborne

City: Dorset State: ENGLAND Zip: BH21 7NL

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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 Application No.(s)

B. Trademark Registration No.(s) 2,118,088 2,116,036 2,441,805

Additional number(s) attached Yes No

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

Name: Martin P. Endres

Internal Address: HEDMAN & COSTIGAN, P.C. 1185 Avenue of the Americas

New York, New York 10036-2646

Street Address: 1185 Avenue of the Americas

City: NY State: NY Zip: 10036

6. Total number of applications and registrations involved:

3

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

08-1540

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

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.

Kathleen A. Costigan

Name of Person Signing

Signature

August 14, 2002

Date

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

08/20/2002 TDIAZ1 00000117 2118088

01 FC:481 02 FC:482

40.00 DP 50.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

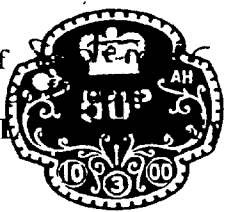
TRADEMARK REEL: 002566 FRAME: 0539

CERTIFIED BY A TRADING JUDGE TO BE THE ORIGINAL
MDFW LTD CO. M D FURBER. TO "DAGWOODS"
TIMBER HILL LYME REGIS WILMOUTH
22 MARCH 2006

63-50
601

Assignment and Licence Back of Intellectual Property

THIS ASSIGNMENT AND LICENCE BACK is made the 23rd day of
BETWEEN FARROW AND BALL LIMITED (co number 999927) of Unit
Trading Estate Wimborne Dorset ("the Assignor") and (2) FARROW & BALL
LIMITED (co number 3842163) of the same address ('the Assignee').



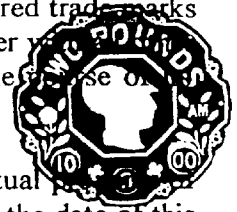
1999

IT IS AGREED as follows:

1. Definitions and interpretation

In this Agreement (which expression shall include the Schedule):

- 1.1 "Trade Marks" shall mean the name "Farrow & Ball" and all those registered trade marks and other trade marks details of which are set out in the Schedule together with all trade marks trade names logos and designs used by the Assignor in the business as at the date of this Agreement
- 1.2 "Intellectual Property" shall mean the Trade Marks and all other intellectual property of whatever nature (registered or unregistered) owned by the Assignor as at the date of this Agreement and any additions thereto in the future
- 1.3 the clause headings do not form part of this Agreement and are not to be taken into account in its construction or interpretation
- 1.4 where any provision or part of a provision is held to be void or unenforceable the rest of this Agreement or that provision shall not be affected.



2. Assignment

In consideration of the payment of the sum of £1 upon demand from the Assignor and the performance by the Assignee of its obligations under this Agreement the Assignor hereby assigns with full title guarantee all its right title and interest in and to the Intellectual Property including the goodwill of its business to the Assignee.

3. Consideration

The Consideration shall be satisfied in cash at such time as the Assignor may decide and in the meantime shall remain owing as a debt payable on demand and without interest.

4. Completion

- 4.1 Completion of the sale and purchase shall take place immediately following execution of this Agreement.
- 4.2 After completion all the costs of protecting and enforcing the Intellectual Property world wide shall be for the Assignee's account except that if the Assignee decides not to protect or enforce the same the Assignor may do so at its own expense.

4.3 After completion the Assignor shall at any time upon request supply to the Assignee such documents of title as may exist in relation to the Intellectual Property and do such further acts and execute any further documents as may be necessary to ensure that the Intellectual Property vests in the Assignee.

5. Licence Back of Intellectual Property

5.1 In consideration of the timely performance by the Assignor of its obligations under this Agreement the Assignee hereby grants to the Assignor a non exclusive licence to use the Intellectual Property in the conduct of its business for the period of time specified in clause 6 below provided that the Assignee's standards of quality from time to time are achieved.

5.2 To ensure that the Assignor's products and services in relation to which the Trade Marks are used comply with the Assignee's standards of quality the Assignor shall permit the Assignee's authorised representatives to inspect the Assignor's operations (including production storage and transport) from time to time on reasonable notice.

5.3 All goodwill accruing through the use of the Trade Marks by the Assignor shall accrue to the Assignee and the Assignor shall at any time hereafter execute such documents as the Assignee shall reasonably require in order to vest all such goodwill in the Assignee.

6. Termination of Licence

The licence granted pursuant to clause 5.1 above shall be irrevocable except that the Assignee shall be entitled to terminate the licence forthwith by written notice at any time after the Assignor shall have entered into liquidation whether voluntary or compulsory or if the Assignor shall not be capable of paying its debts or if it enters into an arrangement or composition with its creditors or has a receiver administrative receiver or manager appointed over the whole or any part of its assets.

7 Governing Law

This Agreement shall in all respects be governed by and construed in accordance with English Law and any dispute arising under or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the English Courts.

8. Entire Agreement

This Agreement constitutes the entire agreement of the parties and may not be varied except by any applicable Law or Regulation.

9. Stamp Duty

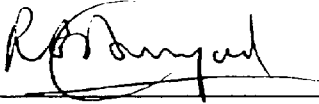
This Agreement is exempt from Stamp Duty by virtue of Section 42 of the Finance Act 1930.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written

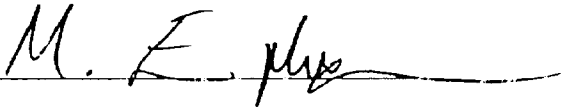
SCHEDULE

Trade Marks (see attached)

**SIGNED BY A DIRECTOR AND
THE SECRETARY OF FARROW
AND BALL LIMITED**

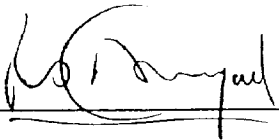
 (SECRETARY)

NAME R. J. DUNFORD



NAME M. EPTON

**SIGNED BY A DIRECTOR AND
THE SECRETARY OF FARROW
& BALL (HOLDINGS) LIMITED**

 (SECRETARY)

NAME R. J. DUNFORD



NAME M. EPTON

SCHEDULE OF FARROW & BALL REGISTRATIONS / APPLICATIONS AS AT 13th AUGUST 1999

| Country | Trade Mark | Status | Registration/ Application No | Registration/ Application Date: | Renewal Date | Goods Covered |
|----------------|-----------------|-------------|---------------------------------|------------------------------------|--------------|--------------------------------------|
| European Union | Farrow & Ball | Registered | 394106 | 1 Nov 1996 | 1 Nov 2006 | Paints/Wallpapers |
| European Union | Archive | Application | | | | Paints, Magazines & Wallpapers |
| United Kingdom | Farrow & Ball | Registered | 2002999 | 4 Nov 1994 | 4 Nov 2004 | Paints/Wallpapers & Carpets |
| United States | Farrow & Ball | Registered | 2,118,088 | 2 Dec 1997 | 2 Dec 2007 | Paints |
| United States | Farrow & Ball | Registered | 2,116,036 | 25 Nov 1997 | 25 Nov 2007 | Wallpaper |
| United States | Estate Emulsion | Application | 75,646,005 | 22 Feb 1999 | | Paints |
| United States | Archive | Application | 75,585,248 | 9 Nov 1998 | | Paints |
| United States | Archive | Application | 75,585,31 | 9 Nov 1998 | | Wallpaper |
| Australia | Estate Emulsion | Application | 794048 | 13 May 99 | | Paints |
| Australia | Archive | Application | 794049 | 13 May 99 | | Paints, Magazines & Wallpapers |
| Australia | Farrow & Ball | Registered | 725520 | 10 Jan 1997 | 10 Jan 2007 | Paints & Wallpapers |
| Canada | Estate Emulsion | Application | | | | Paints |
| Canada | Archive | Application | | | | Paints, Magazines & Wallpaper |

SCHEDULE OF FARROW & FELL REGISTRATIONS / APPLICATIONS AS AT 13th AUGUST 1999

| Country | Trade Mark | Status | Registration/ Application No | Registration/ Application Date: | Renewal Date | Goods Covered |
|----------------|-------------------------|-------------|---------------------------------|------------------------------------|--------------|------------------------|
| Canada | Farrow & Ball | Application | 844862 | 13 May 1997 | | Paints & Wallpapers |
| New Zealand | Estate Emulsion | Application | 303397 | 12 May 1999 | | Paints |
| New Zealand | Archive | Application | 309195/6 | 12 May 1999 | | Paints & Wallpapers |
| New Zealand | Farrow & Ball | Registered | 276626 | 14 May 1997 | 14 May 2004 | Wallpaper |
| New Zealand | Farrow & Ball | Registered | 243083 | 14 Nov 1994 | 14 Nov 2001 | Paints |
| United Kingdom | Look Room Red* | Registered | 2021100 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Picture Gallery Red* | Registered | 2012292 | 24 Feb 1995 | 24 Feb 2005 | Paints |
| United Kingdom | Hound Lemon* | Registered | 2021110 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Porphyry Pink* | Registered | 2021210 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Hardwick White* | Registered | 2021109 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Calke Green* | Registered | 2021102 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Cooking Apple Green* | Registered | 2021103 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Dead Salmon* | Registered | 2021105 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Octagon Yellow* | Registered | 2021112 | 20 May 1995 | 20 May 2005 | Paints |

SCHEDULE OF FARROW & ALL REGISTRATIONS / APPLICATIONS AS AT 13th AUGUST 1999

| Country | Trade Mark | Status | Registration/ Application No | Registration/ Application Date: | Renewal Date | Goods Covered |
|----------------|---------------------|------------|---------------------------------|------------------------------------|--------------|---------------|
| United Kingdom | Eating Room Red* | Registered | 2021106 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Wet Sand* | Registered | 2021130 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Sugar Bag Light* | Registered | 2021097 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | String* | Registered | 2021212 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Sudbury Yellow* | Registered | 2021096 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Fowler Pink* | Registered | 2021107 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Bone* | Registered | 2021099 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Mouse's Back* | Registered | 2021111 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Berrington Blue* | Registered | 2021098 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Green Smoke* | Registered | 2021108 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Ointment Pink* | Registered | 2021208 | 20 May 1995 | 20 May 2005 | Paints |
| United Kingdom | Archive | Registered | 2136283 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Farrow's Cream | Registered | 2136078 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Pale Hound | Registered | 2136079 | 20 Jun 1997 | 20 Jun 2007 | Paints |

SCHEDULE OF FARROW & ALL REGISTRATIONS / APPLICATIONS AS AT 13th AUGUST 1999

| Country | Trade Mark | Status | Registration/ Application No | Registration/ Application Date: | Renewal Date | Goods Covered |
|----------------|----------------------|------------|---------------------------------|------------------------------------|--------------|------------------------------------|
| United Kingdom | Sutcliffe Green | Registered | 2136080 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Ball Green | Registered | 2136081 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Smoked Trout | Registered | 2136082 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Menagerie | Registered | 2136083 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Dix Blue | Registered | 2136269 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Chappell Green | Registered | 2136273 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Lamp Room Gray | Registered | 2136280 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Castle Gray | Registered | 2136281 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Estate | Registered | 2136287 | 20 Jun 1997 | 20 Jun 2007 | Paints, Wallpapers & Carpets |
| United Kingdom | Card Room Green | Registered | 2136650 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Print Room Yellow | Registered | 2136727 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Ciara Yellow | Registered | 2136730 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Folly Green | Registered | 2136111 | 20 Jun 1997 | 20 Jun 2007 | Paints |

SCHEDULE OF FARROW & BALL REGISTRATIONS / APPLICATIONS AS AT 13th AUGUST 1999

| Country | Trade Mark | Status | Registration/ Application No | Registration/ Application Date: | Renewal Date | Goods Covered |
|----------------|-----------------|-------------|---------------------------------|------------------------------------|--------------|---------------|
| United Kingdom | Dorset Cream | Registered | 2136113 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Gervase Yellow | Registered | 2136116 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Studio Green | Registered | 2136122 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Lulworth Blue | Registered | 2136123 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Oval Room Blue | Registered | 2136124 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Dutch Pink | Registered | 2136176 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Saxon Green | Registered | 2136264 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Suffield Green | Registered | 2136266 | 20 Jun 1997 | 20 Jun 2007 | Paints |
| United Kingdom | Estate Emulsion | Application | | | | Paints |

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE EXAMINER OF TRADEMARKS

Registration Nos. : 2,118,088; 2,116,036; 2,441,805
Registered : December 2, 1997; November 25, 1997; April 10, 2001
Marks : "FARROW & BALL"; "FARROW & BALL"; and
"ARCHIVE"
Class(es) : 2; 27; 2
Applicant : Farrow & Ball Holdings Limited

New York, NY 10036
August 14, 2002

Box Assignments
Commissioner for Patent and Trademarks
Washington, DC 20231

LETTER TRANSMITTING RECORDATION COVER SHEETS

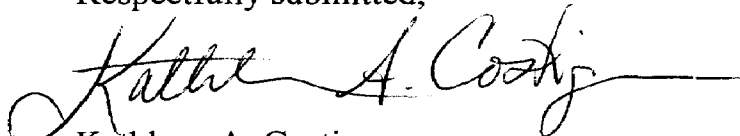
SIR:

Attached herewith are a Recordation Form Cover Sheet and an
Assignment for the above-identified mark.

This Assignment was originally recorded on June 25, 2001 at
Reel/Frame 002321/0136, however due to a typographical error on PTO Form 1594,
namely, "Holding" instead of "Holdings", we are resubmitting the document.

If you have any questions, please call.

Respectfully submitted,

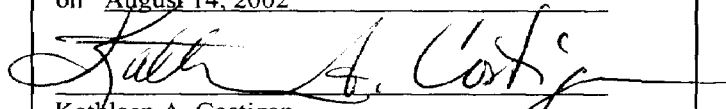

Kathleen A. Costigan

HEDMAN & COSTIGAN, P.C.
1185 Avenue of the Americas
New York, NY 10036-2646
(212) 302-8989

I hereby certify that this correspondences is being
deposited with the United States Postal Service
as first class mail in an envelope addressed to:

Box Assignments
Commissioner for Patent and Trademarks
Washington, DC 20231

on August 14, 2002


Kathleen A. Costigan