


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tabs settings $\Rightarrow \Rightarrow \Rightarrow$		<b>RECORDATION FORM COVERSHEET</b> <b>TRADEMARK ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies):  <b>AER RIANTA CUI DEACHTA PHOIBLI          TEORANTA</b> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State <b>Ireland</b> <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and address of receiving party(ies)  Name: <b>Fairway Investments Limited</b> Internal Address: <b>Sitecast Industrial Estate,          Cork IRELAND</b> Street Address: _____ City: _____ State: _____ Zip: _____  <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 - State <b>Ireland Corporation</b> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached:    <input type="checkbox"/> Yes    <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached?    <input type="checkbox"/> Yes    <input type="checkbox"/> No       </small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <b>04/17/1998</b>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s)  <b>Serial No. 73/699122</b>			B. Trademark Registration No.(s)  <b>1,510,085</b>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning documents should be mailed:  Name: <b>Heidi E. Anderson, Esquire          M. Kelly Tillery, Esquire</b> Internal Address: <b>Leonard, Tillery &amp;          Sciolla, LLP</b>  Street Address: <b>1515 Market Street          18th Floor</b>  City: <b>Phila.</b> State: <b>PA</b> Zip: <b>19102</b>			6. Total number of applications and registrations involved: ..... <b>1</b>  7. Total fee (37 CFR 3.41) ..... <b>\$40.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:  <b>50-1665</b>  (Attach duplicate copy of this page if paying by deposit account)		
<b>DONOT USE THIS SPACE</b>					
9. Statement and signature. <i>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.</i>  <b>M. Kelly Tillery, Esq.</b>  <b>10/31/02</b> Name of Person Signing      Signature      Date					
<small>Total number of pages including coversheet, attachments, and document</small>					
<small>Mail documents to be recorded with required coversheet information to:          Commissioner of Patent &amp; Trademarks, Box Assignments          Washington, D.C. 20231</small>					

0241

Dated this 7<sup>th</sup> day of April, 1998

AER RIANTA cpt

- AND -

FAIRWAY INVESTMENTS LIMITED

*Certified True*

**AGREEMENT FOR ASSIGNMENT OF  
TRADE MARK AND SALE OF OTHER ASSETS**

**CERTIFIED**  
We hereby certify this document to be a true copy  
of the original, with which it has been compared  
and examined.

Dated this 7<sup>th</sup> day of Sept 2002

Signed [Signature]  
James G. O'Mahony & Co., Solicitors

**JAMES G. O'MAHONY & CO.**  
SOLICITORS,  
CITY PARK HOUSE,  
80/21 SULLIVANS QUAY,  
CORK.

Arthur Cox,  
Arthur Cox Building,  
Earlsfort Terrace,  
Dublin 2.  
PMcG982.A - 98.04.07 p.m.

TABLE OF CONTENTS

	Clause	Page
1	Definitions	3
2	Conditional Agreement	4
3	Purchase and Sale of Assets	4
4	Nominees	4
5	Consideration	5
6	Completion	5-6
7	Warranties	6
8	Other Matters	6
9	Costs	6-7
10	Purchaser Obligations	7-8
11	Future Activities	8
12	Miscellaneous	
	Schedule 1	House List
	Schedule 2	Trade Mark

AN AGREEMENT made this 7<sup>th</sup> day of April, 1998

BETWEEN

- (1) AER RIANTA opt having its registered office at Dublin Airport, Co. Dublin, Ireland,  
("the Vendor").

AND

- (2) FAIRWAY INVESTMENTS LIMITED having its registered office at Sitzcast Industrial Estate, Cork ("the Purchaser").

RECITAL

The Vendor has agreed to assign to and sell to the Purchaser and the Purchaser has agreed to buy, in exchange for the consideration and upon the terms hereinafter contained, certain assets of the Vendor as hereinafter set out including a Trade Mark of the Vendor ("the Trade Mark" as hereinafter defined) the Trade Name ("the Trade Name" as hereinafter defined) and a House List (as hereinafter defined) of the Vendor associated with that Trade Mark.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

1. DEFINITIONS

In this Agreement (including the Schedules) and except so far as the context otherwise requires:

- (a) "Assets" shall mean certain assets of the Vendor, described in Clause 3 hereof, to be assigned and sold to the Purchaser;
- (b) "the Business" shall mean the mail order business at present carried on under the name "Shannon Mail Order" by the Vendor; and
- (c) "Completion" shall mean the date and time of completion in accordance with Clause 6;
- (d) "House List" shall mean a list of the names and addresses of all past and present clients of Shannon Mail Order as set out in Schedule 1 hereto which list shall be updated with effect from 31 March, 1998 as soon as possible in the light of trading under the Trade Mark on that date;

(e) "Trade Mark" shall mean the trade mark registered in the United States more particularly detailed in Schedule 2;

(f) "Trade Name" shall mean the Trade Name "Shannon Mail Order" being sold hereunder by the Vendor to the Purchaser;

(g) "Warranties" shall mean the agreements, obligations, representations, warranties and undertakings on the part of the Vendor and Purchaser contained in this agreement; and

(h) any reference to an enactment is a reference to it as already amended and includes a reference to any repealed enactment which it may re-enact, with or without amendment, and to any future re-enactment and/or amendment of it.

## 2. **CONDITIONAL AGREEMENT**

Completion shall occur, in accordance with Clause 6 hereof, on 7 April, 1998 unless said date is amended by the Purchaser and Vendor.

## 3. **PURCHASE AND SALE OF THE ASSETS**

In accordance with the terms, covenants and conditions set out in this Agreement, the Vendor, as beneficial owner agrees to sell, assign, transfer, convey and deliver to the Purchaser, or its nominee, or cause to be sold, assigned, transferred, conveyed, granted and delivered to the Purchaser, or its nominee, and the Purchaser, or its nominee, agrees to purchase and accept from the Vendor on Completion all of the Vendor's right, title and interest in and to the Assets. The Assets shall comprise the following:

- (a) all of the right, title and interest of the Vendor in the Trade Mark;
- (b) the House List; and
- (c) the Trade Name.

## 4. **NOMINEES**

In the event that the Assets are to be transferred to a nominee of the Purchaser, the Purchaser will notify the Vendor, not more than four days' prior to Completion, of the name of said nominee.

## 5. **CONSIDERATION**

The total consideration for the sale of the Assets and the Trade Mark, shall be the sum of which sum together with any applicable Value Added Tax (which shall be the sole responsibility of the Vendor) shall be satisfied on the Completion in accordance with subclause 6.3.

## 6. COMPLETION

6.1 The sale and purchase of the Assets shall be completed at the offices of Arthur Cox at 12.00 midday on the 7 April 1998 when the following shall take place. The Vendor shall deliver to the Purchaser, or its nominee, or its solicitors, such endorsements, assignments, releases, deeds and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to the Purchaser or its nominee and its solicitors as shall be necessary or desirable to convey the Assets to the Purchaser or its nominee, including without limitation;

- (a) delivery of the Assets to the Purchaser or its nominee; and
- (b) any other acts, endorsements, assignments and instruments to transfer the Assets to the Purchaser or its nominee as are necessary or as the Purchaser or its nominee may reasonably request.

6.2 The Vendor shall, at any time and from time to time after Completion, upon the request of the Purchaser and at the Purchaser's expense, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required for the better assigning, transferring, granting, conveying, assuring and confirming to the Purchaser, its nominee, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession any or all of the Assets. The Vendor's obligations under this Clause shall extend to all reasonable acts required for the securing of the ownership of the Purchaser to the Trade Mark hereafter and the registration thereof.

6.3 At Completion, the Purchaser shall deliver to the solicitors for the Vendor whose receipt shall be an absolute discharge for payment under Clause 5 and binding upon and conclusive against the Vendor a banker's draft in the sum of US\$1,375,000 payable to the Vendor or at its direction for the amount due to the Vendor under clause 5 provided however that the sale is being completed on the understanding that the Purchaser is a trading entity duly registered for Value Added Tax under registration number IE 6540125L. Accordingly, on Completion the Purchaser shall furnish to the Vendor a draft in the sum of US\$1,375,000

## 7. WARRANTIES

The Vendor hereby warrants that:-

- 7.1 it is the proprietor of the Trade Mark and that it is not aware that the Trade Mark or their use on or in relation to the Trade Mark in the Territory infringes the rights of any third party, but gives no warranty as to the validity or enforceability of the registrations;
- 7.2 it has not granted any licences to use the Trade Mark;

7.3. it has not, either by act or omission caused and permitted anything to be done which might endanger the validity of the Trade Mark or the ability of the Purchaser to register this Assignment;

7.4. it has not knowingly withheld from the Purchaser knowledge of any circumstances that may endanger the validity of the Trade Mark or the ability of the Purchaser to register this Assignment;

7.5. all renewal fees due in respect of any registered Trade Mark have been paid;

7.6. all previous assignments of the Trade Mark are valid and the Vendor is properly entered on the Register of Trade Mark as proprietor of the Trade Mark; and

7.7. the Vendor shall keep the Purchaser indemnified against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Purchaser on the advice of its legal advisors (with the consent of the Vendor, such consent not to be unreasonably withheld) and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which, if substantiated, would constitute such a breach.

8. **OTHER MATTERS**

8.1 The Purchaser acknowledges to the Vendor that it has carried out its own review of the Assets and confirms that the Vendor shall have no liability to the Purchaser arising out of the sale of the Assets save as set out in Clause 7.

8.2 The Vendor shall at the discretion and expense of the Purchaser execute any further document and do any such thing as the Purchaser may reasonably require to enable the Purchaser to become registered as proprietor of the Trade Mark and to secure the benefits of the rights hereby assigned.

9. **COSTS**

Each of the parties shall pay its own legal and accountancy costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement and the Purchaser shall pay all stamp duty on the transfer of the Assets.

10. **PURCHASER OBLIGATIONS**

10.1 The Purchaser will be responsible for all fees and expenses incurred by it in reviewing the Information and investigating the affairs of the Vendor and neither the Vendor nor any of its advisors shall have any liability therefor.

10.2 The Purchaser confirms that it is acting in this matter as principal and not as agent or broker for any other party.

**SCHEDULE 2****Trade Mark**

The US Trade Mark bearing registration number 1,510,085 in respect of the word "Spannon" registered with the United States Commissioner of Patents and Trade Marks in accordance with the attached Certificate of the said Commissioner dated February 02, 1998.



SIGNED by *John Burke*  
duly authorized on behalf of  
**AER RIANA** cpt  
in the presence of:

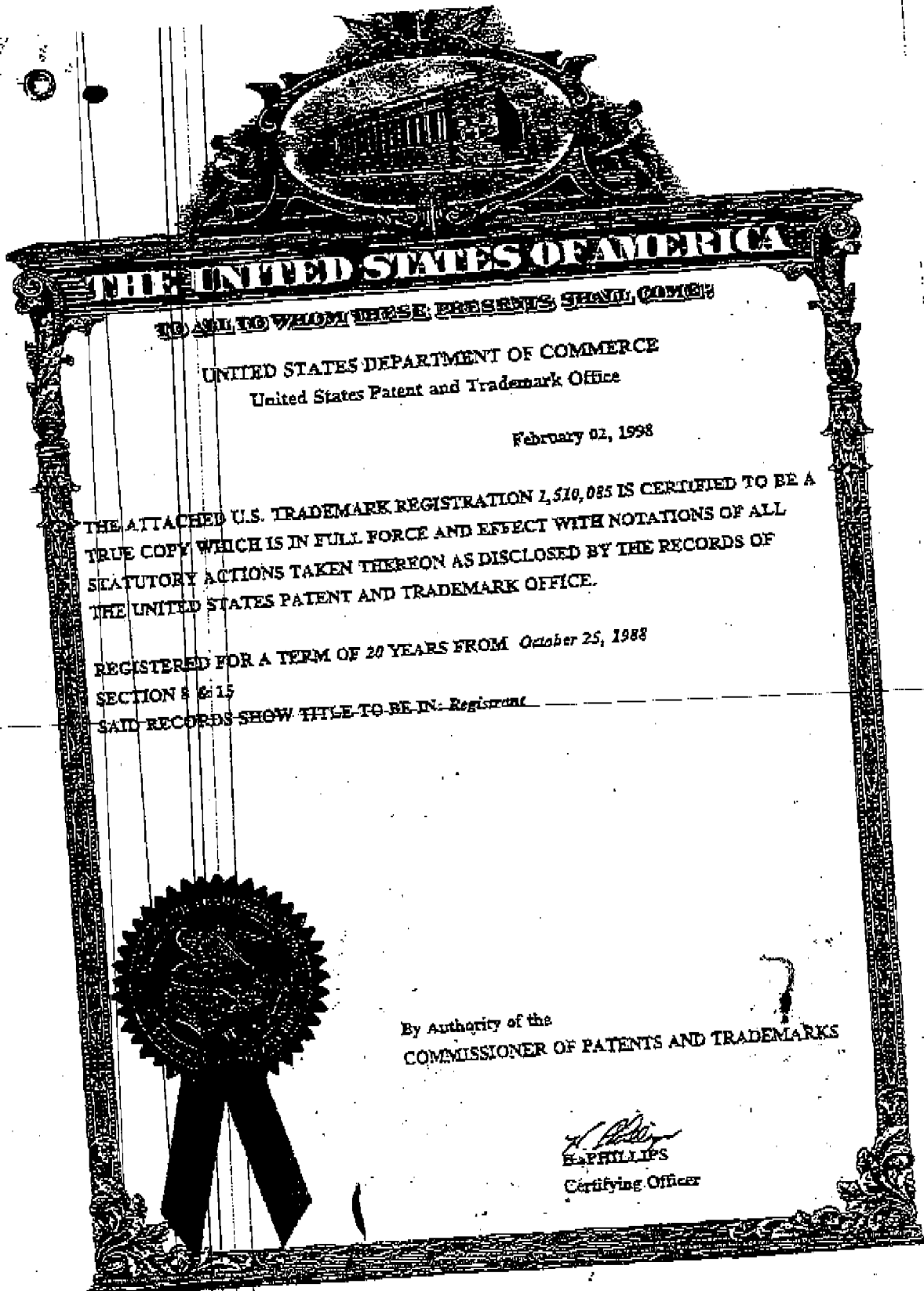
*John Burke*

*Bill Tillery*

SIGNED by *Michael J. Pisciotta*  
duly authorized on behalf of  
**FAIRWAY INVESTMENTS LIMITED**  
in the presence of:

*Michael J. Pisciotta*

*Robert J. Pisciotta*  
*John J. Pisciotta*  
*Sullivan Pisciotta*  
*Corp.*



Int. Cls.: 16 and 42

Prior U.S. Cls.: 38 and 101

Reg. No. 1,510,085

Registered Oct. 25, 1983

United States Patent and Trademark Office

TRADEMARK  
SERVICE MARK  
PRINCIPAL REGISTER

SHANNON

AER RIANTA CUIDEACHTA PHOIBLI TEOL-  
ANTA (IRELAND CORPORATION)  
AER RIANTA, DUBLIN AIRPORT  
DUBLIN, IRELAND

FOR: CATALOGS AND MAGAZINES IN  
CLASS 16 (U.S. CL. 30)  
FIRST USE 10-1-1954; IN COMMERCE  
10-1-1954.

FOR: RETAIL MAIL ORDER CATALOG  
SALES SERVICES FOR APPAREL, CLOTHING  
ACCESSORIES, FOOTWEAR, JEWELRY AND  
TIMEPIECES, SOAPS, COSMETICS AND PER-  
FUMERY, PERSONAL CARE ARTICLES,  
FOODSTUFFS AND BEVERAGES, TOYS AND

SPORTING GOODS, CRINA, CRYSTAL,  
GLASSWARE, CUTLERY, TOBACCO PROD-  
UCTS AND SMOKERS ARTICLES, TEXTILES  
AND TEXTILE GOODS, ART AND ART OB-  
JECTS, FURNITURE, DECORATIVE ARTI-  
CLES, LIGHTING FIXTURES, ELECTRIC AND  
ELECTRONIC GOODS, IN CLASS 9 (U.S. CL.  
101).

FIRST USE 10-1-1954; IN COMMERCE  
10-1-1954.

SER. NO. 699,122, FILED 12-4-1987.

AMOS T. MATTHEWS, JR. EXAMINING AT-  
TORNEY