

11/102 REC

11-27-2002



Tab settings

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

1. Name of conveying party(ies):  
**GARRARD & CO. LIMITED**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation -  
 Other - company incorporated in England and Wales

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

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3. Nature of Conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Execution Date: September 25, 2002

2. Name and address of receiving party(ies):  
**GARRARD HOLDINGS LIMITED**  
 23 Albemarle Street  
 London W1S 4AS  
 United Kingdom

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation  
 Other - company incorporated in England and Wales

If assignee is not domiciled in the United States, a domestic representative designator 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 patent number(s) listed below

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	1,470,240      2,110,194

Additional numbers attached?    Yes    No

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

Name: **GLENN A. GUNDERSEN**  
**DECHERT**  
**4000 BELL ATLANTIC TOWER**  
**1717 ARCH STREET**  
**PHILADELPHIA, PA. 19103-2793**  
**TEL. NO. (215) 994-2183**

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) .....\$65.00

Enclosed  
 Authorized to be charged to deposit account  
 (Including any underpayment)

8. Deposit account number: 04-0475  
 (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 original document.

Terence A. Dixon  
 Name of Person Signing

Signature

11/27/02  
 Date

Total number of pages including cover sheet, attachments, and document: [6]

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

TRADEMARK REEL: 002623 FRAME: 0704

1470240  
11/27/2002 LNMELER 00000040 048875  
40.00 CH  
25.00 CH  
01 FC:0521  
02 FC:0522

DESIGNATION OF DOMESTIC REPRESENTATIVE

Glenn A. Gundersen, Terence A. Dixon, Paul J. Bernardo, James J. Johnston, Erik J. Bertin, Hal E. Borden, and Matthew T. Smith, 4000 Bell Atlantic Tower, 1717 Arch Street, Philadelphia, Pennsylvania 19103-2793, are hereby designated GARRARD HOLDINGS LIMITED's representative upon whom notice or process in proceedings affecting the applications and/or registrations in the attached Trademark Recordation Form Cover Sheet may be served.

POWER OF ATTORNEY

GARRARD HOLDINGS LIMITED hereby appoints Glenn A. Gundersen, Terence A. Dixon, Paul J. Bernardo, James J. Johnston, Erik A. Bertin, Hal E. Borden, and Matthew T. Smith, 4000 Bell Atlantic Tower, 1717 Arch Street, Philadelphia, PA 19103-2793, attorneys at law, to transact all business in the Patent and Trademark Office in connection with the applications and/or registrations in the attached Trademark Recordation Form Cover Sheet .

GARRARD HOLDINGS LIMITED

(Name of Corporation)



(Signature)

Name: Glenn A. Gundersen

Official Title: COMPANY SECRETARY

21.10.02

(Date)

**THIS DEED OF ASSIGNMENT** is made the 25<sup>th</sup> day of September 2002

**BETWEEN:**

- (1) **GARRARD & CO. LIMITED**, a company incorporated in England and Wales with registered number 00057545 of 23 Albemarle Street, London W1S 4AS (“**the Assignor**”); and
- (2) **GARRARD HOLDINGS LIMITED**, a company incorporated in England and Wales with registered number 04144080 of 23 Albemarle Street, London W1S 4AS (“**the Assignee**”).

**WHEREAS:**

- (A) The Assignor is the proprietor and beneficial owner of the trade marks identified in the Schedule attached hereto (the “**Trade Marks**”) and of the goodwill attaching to them.
- (B) Pursuant to a reorganisation of the Garrard Group of which the Assignor and Assignee are part, the Assignor has agreed to assign to the Assignee the Trade Marks upon the terms set out in this Agreement and the Assignee hereby accepts such assignment.
- (C) This assignment is being executed pursuant to an intra group reorganisation.

**NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:**

1. In pursuance of the reorganisation and in consideration of one pound sterling (the receipt of which is hereby acknowledged) the Assignor as legal and beneficial owner **HEREBY ASSIGNS** with full title guarantee to the Assignee the Trade Marks free from all encumbrances including all statutory and common law rights attaching to the Trade Marks **TOGETHER WITH** the goodwill of the Assignor’s business relating to the goods or services in respect of which the Trade Marks have been used and are registered for;

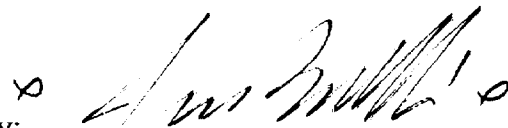
**TOGETHER WITH**

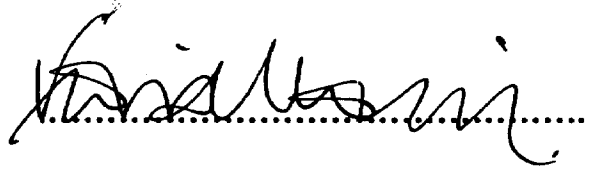
- 1.1 The benefit of any use of the Trade Marks and any registrations which may be granted including any renewals and extensions that may be granted;
- 1.2 The right to take any action or sue for past infringement and retain any damages obtained as a result of such action or any other remedy;

- 1.3 To the extent that such rights exist and are not already assigned hereby, all its rights to institute and maintain proceedings for passing off or equivalent proceedings against any persons now or hereafter wrongfully using the Trade Marks.
2. At the request and cost of the Assignee, the Assignor covenants with the Assignee to do promptly all things and execute all documents as may be required to perfect the Assignee's title in the Trade Marks.
3. The Assignor shall at its own cost execute all such deeds and documents and do all such things as the Assignee may reasonably require to give full effect to the transactions intended to be effected under or pursuant to this Assignment and for vesting in the Assignee the full benefit of the Trade Marks (and the goodwill attaching to them).
4. This Assignment shall be governed by, and construed in accordance with, English Law.

IN WITNESS whereof the parties have executed this assignment the day and year first above written.

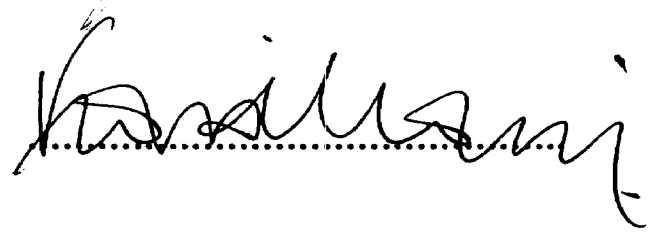
**EXECUTED as a DEED for and on behalf  
of GARRARD & CO. LIMITED**

by:  .....

 .....

**EXECUTED as a DEED for and on behalf  
of GARRARD HOLDINGS LIMITED**

by:  .....

 .....

Trade Mark Schedule

05 September 2002

Country & Trademark Name	Registration No. & Date	Application No. & Date	Renewal Date & Quinn	Status	Proprietor
US United States of America GARRARD	04-Nov-1997 2110194	30-Jan-1992 74/242408	04-Nov-2007	Registered	Garrard & Co. Limited
Class: 08,14,16,18,21					
US United States of America GARRARD	22-Dec-1987 1470240	11-Apr-1986 592880	22-Dec-2007	Registered	Garrard & Co. Limited
Class: 08,14					

MP15-091

MP15-197/16

DATED 25<sup>th</sup> September 2002

- (1) GARRARD & CO. LIMITED
  
- (2) GARRARD HOLDINGS LIMITED


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**DEED OF ASSIGNMENT**

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CERTIFIED A TRUE COPY OF  
THE ORIGINAL

*[Signature]*

 Dechert  
SOLICITORS  
2 SERJEANTS' INN  
LONDON EC4Y 1LT

*[Handwritten]* 2002

Dechert  
2 Serjeants' Inn  
London EC4Y 1LT

Ref: CC423/001722  
Date: 6<sup>th</sup> September 2002  
Doc No: 2099702