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11-27-2002

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To the Honorable Commissioner of Patents and Trademarks, **102295980**

attached original documents or copy thereof.

1. Name of conveying party(ies):

ASPREY HOLDINGS LIMITED

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

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

3. Nature of Conveyance:

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

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)

76/237,679

B. Trademark Registration No.(s)

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: 1

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

- 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 the original document.

Terence A. Dixon
Name of Person Signing

Signature

10/31/02
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: 0710

11/27/2002 LMEILLER 00000041 040475 40.00 CH
01 FC:8521

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)

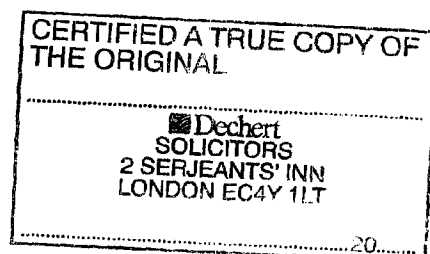
DATED

28th September

2002

- (1) ASPREY HOLDINGS LIMITED
- (2) GARRARD HOLDINGS LIMITED

DEED OF ASSIGNMENT



Dechert
2 Serjeants' Inn
London EC4Y 1LT

Ref: CC423/001722
Date: 6th September 2002
Doc No: 2320566

THIS DEED OF ASSIGNMENT is made the 25th day of September 2002

BETWEEN:

- (1) **ASPREY HOLDINGS LIMITED**, (formerly known as Asprey & Garrard Limited) a company incorporated in England and Wales of 167 New Bond Street, London W1S 4AR (“**the Assignor**”); and
- (2) **GARRARD HOLDINGS LIMITED**, a company incorporated in England and Wales 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;

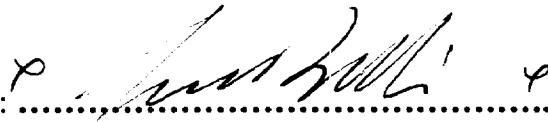
TOGETHER WITH

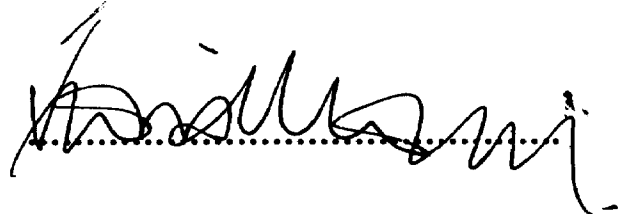
- 1.1 The benefit of any use of the Trade Marks and any registrations which may be granted including any renewals and extensions that may be granted;
- 1.2 The right to take any action or sue for past infringement and retain any damages obtained as a result of such action or any other remedy;
- 1.3 To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

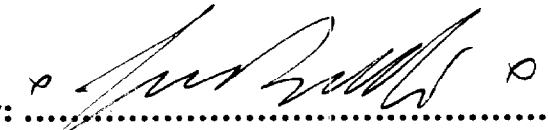
IN WITNESS whereof the parties have executed this assignment the day and year first above written.

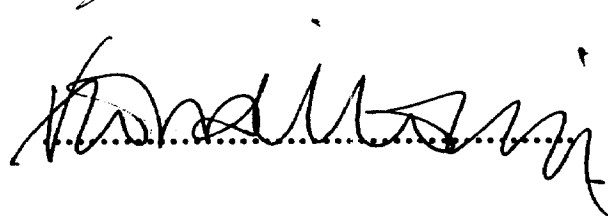
**EXECUTED as a DEED for and on behalf
of ASPREY HOLDINGS LIMITED**

by: 



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

by: 



10 September 2002

Trade Mark Schedule

Page 1

Country &
Trademark Name

US United States of America

GARRARD

Registration No.
& Date

03-Apr-2001

Renewal Date
& Quinn

76/237679

Proprietor

Asprey & Garrard Limited

Status

Pending

Class: 8,14,16,18,21

A066190