

03-05-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE 1



102380997

J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 2-28-03
 Deutsche Bank AG

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State GERMANY
 Other _____

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

2. Name and address of receiving party(ies)
 Name: DMWS 518 Limited
 Internal _____
 Address: _____
 Street Address: 11 Walker Street
 City: Edinburgh COUNTRY: UNITED KINGDOM State: _____ Zip: EH3 7NE

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State United Kingdom
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/20/01

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/124,879;
76/125,309

B. Trademark Registration No.(s) 2,334,283

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Amy E. Carroll
 Internal Address: Drinker Biddle & Reath LLP
Suite 1100
 Street Address: 1500 K Street, N.W.
 City: Washington State: DC Zip: 20005

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
 (IF FEE INSUFFICIENT OR NO CHECK ATTACHED)

8. Deposit account number:
50-0573

DO NOT USE THIS SPACE

9. Signature.
Amy E. Carroll *Amy E. Carroll* 2/28/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

03/04/2003 MAILER 00000173 76124879
 01 50:8521 40.00 DF
 02 70:8520 50.00 DF

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

TRADEMARK
 REEL: 002660 FRAME: 0271

EDINBURGH

W118/2

OUR REF ACO/DEU/3/4/MCM

DATE 20 December 2001


Assignment

by

DEUTSCHE BANK AG LONDON

in favour of

DMWS 518 LIMITED

Maclay Murray  Spens
SOLICITORS

ASSIGNATION

by

DEUTSCHE BANK AG an aktiengesellschaft incorporated in the Federal Republic of Germany and having its registered office at 12 Taunusanlage, 60325 Frankfurt am Main, Federal Republic of Germany operating in the United Kingdom under branch registration number F007615 acting through its London branch situated at Winchester House, 1 Great Winchester Street, London EC2N 2DB (the "Assignor")

in favour of

DMWS 518 LIMITED a company incorporated in Scotland under the Companies Acts (registered number SC222302) and having its registered office at 11 Walker Street, Edinburgh EH3 7NE (the "Assignee")

WHEREAS:

- (A) The parties have or are about to enter into a Sale and Purchase Agreement (the "SPA");
- (B) The Assignor has agreed to assign the Assigned IPR (as after defined) to the Assignee in implementation of the SPA and the Assignee has agreed to take an assignment of the Assigned IPR on the following terms.

THEREFORE IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 In this Assignment the following terms shall have the following meaning:-

- "Assigned IPR" means the Domain Names and the Trade Marks;
- "Domain Names" means the domain names detailed in Part 1 of the Schedule to this Assignment; and
- "Trade Marks" means the registered trade marks and trade mark applications detailed in Part 2 of the Schedule to this Assignment.

1.2 Headings in this Assignment are for convenience only and shall not affect interpretation.

2. Assignment

2.1 Pursuant to the SPA and for the consideration set out therein the Assignor:-

2.1.1 hereby assigns to the Assignee its whole right, title and interest with effect from the date of execution of this Assignment in and to the Assigned IPR (together with all unregistered rights pertaining thereto) and all the rights, powers, privileges and immunities conferred on the proprietor thereof; and

2.1.2 agrees and undertakes (at the Assignee's expense) to execute all such documents, forms and authorisations and depone to or swear any declaration or oath as may be reasonably required to give effect to this Assignment or which may otherwise be necessary for vesting absolutely the rights hereby assigned to the Assignee including without limitation

the following (it being acknowledged that there has been administrative error and that the registrations and applications for the Assigned IPR should have been in the Assignor's name):-

- 2.1.2.1 to sign any documents required to rectify the entries in the relevant trade mark registers in those jurisdictions where Trade Marks are currently registered or applications are currently pending to identify the Assignor as the owner of said Trade Marks and thereafter to execute such documents or forms or authorisations as are required in such jurisdictions to effect the assignment of such Trade Marks to the Assignee from the Assignor; and
- 2.1.2.2 to execute the relevant domain name transfer forms and to execute letters in the form attached in Part 3 of the Schedule for each registrar with whom the Domain Names have been registered.
- 2.1.3 agrees, pending registration of the Assigned IPR by the Assignee in all relevant jurisdictions and/or registries in those jurisdictions where such Assigned IPR is registered or applications are pending, to hold the Assigned IPR in trust for the benefit of the Assignee and, subject to Clause 2.2, to provide the Assignee such assistance as it reasonably requires in connection with the prosecution, maintenance and registration of the Assigned IPR; and to pass to the Assignee any and all correspondence it receives relating to the Assigned IPR as soon as it is reasonably practicable to do so.
- 2.2 For the avoidance of doubt the costs and expenses of having the change of ownership effected hereby being recorded in any relevant register and any stamp duty or other duty relating hereto shall be borne by the Assignee (including without limitation any professional fees or other charges the Assignor may incur in assisting the Assignee to record title to any of the Assigned IPR).

3. Further assurances

The Assignor hereby authorises and requests if and where appropriate any official of any country whose duty it is to register designs or trade marks or other evidence or forms for industrial and/or intellectual property protection, on application being made by the Assignee pursuant hereto to issue same to the Assignee or its successors or assignees and all parties hereby agree to the change of ownership effected hereby being recorded in any relevant register.

4. No warranties

- 4.1 For the avoidance of doubt, no warranty (express or implied) is given by the Assignor relative to the Assigned IPR save insofar as any such warranty may be set out expressly in the SPA. Any warranty that might otherwise be implied by law is hereby excluded insofar as it is possible to do so.
- 4.2 Without prejudice to the generality of the foregoing, the Assignee expressly acknowledges that the Assignor is not the registered proprietor of the Assigned IPR or of any part thereof. The registered proprietors of the Assigned IPR are as listed in the Schedule.

Governing Law

This Assignment shall be governed by and construed in all respects in accordance with the laws of Scotland and the parties hereby agree to submit to the jurisdiction of the Scottish courts as regards any claims or matters arising from the subject matter hereof:

IN WITNESS WHEREOF these presents consisting of this and the two preceding pages and the Schedule in three parts annexed hereto are executed as follows:-

SIGNED for and on behalf of
DEUTSCHE BANK AG LONDON

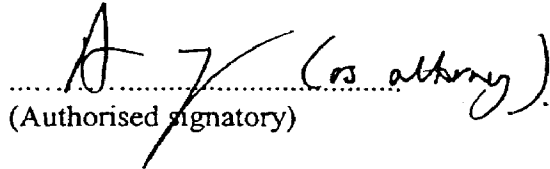
by *Phil Brown*

and

by *Alastair Hyper (as attorney)*
authorised signatories thereof



(Authorised signatory)



(Authorised signatory)

at *Edinburgh*
on *20th December* 2001 before the
following witness:-

Witness *R. L. Bruce*

Name *RODERICK LAWRENCE BRUCE*

Address *11 WALKER STREET*
EDINBURGH

Occupation *SOLICITOR*

SIGNED for and on behalf of
DMWS 518 LIMITED

by *Paul Gregory*

an authorised signatory thereof at

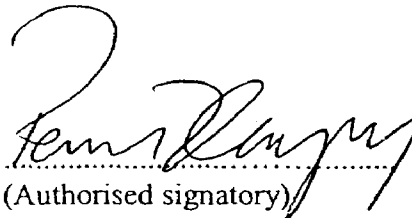
Edinburgh
on *20th December* 2001 before the
following witness:-

Witness *R. L. Bruce*

Name *RODERICK LAWRENCE BRUCE*

Address *11 WALKER STREET*
EDINBURGH

Occupation *SOLICITOR*



(Authorised signatory)

This is the Schedule in three parts referred to in the foregoing Assignment by Deutsche Bank AG London in favour of DMWS 518 Limited

SCHEDULE

Part 1

<u>The Domain Names</u>	<u>Registered Proprietor</u>
woodmackenzie1.com	Wood Mackenzie Consultants
woodmac.com	Wood Mackenzie Consultants Limited
woodmackenzie.co.uk	Wood Mackenzie Consultants Limited
woodmac.co.uk	Wood Mackenzie Consultants Limited
woodmackenzie.com	Wood Mackenzie Consultants Limited
woodmacresearch.com	Wood Mackenzie

SCHEDULE
Part 2
The Trade Marks

<u>Registered Trade Marks</u>				
<u>Trade Mark</u>	<u>Country</u>	<u>Registered Proprietor</u>	<u>Registered Number</u>	<u>Class(es)</u>
CHEMICAPHILE	EU	Wood Mackenzie	EM1056746	35,42
PHARMAQUANT	GB	Wood Mackenzie	GB2172245	35,42
PHARMAVIEW	GB	Wood Mackenzie	GB2172248	35,42
PHYTOPHILE	GB	Wood Mackenzie	GB2180449	35,42
WOOD MACKENZIE global consultants	GB	Wood Mackenzie	GB2140148	35,42
WOOD MACKENZIE global consultants	EU	Wood Mackenzie	EM728311	35,42
ZOOSANTEPHILE	EU	Wood Mackenzie	EM1056779	35,42
PHYTOPHILE	EU	Wood Mackenzie	EM1137603	35,42
WOODMACKENZIE GLOBAL CONSULTANTS	US	Wood Mackenzie, a division of Deutsche Bank AG	US2334283	35,42
WOODMAC ENERGYVISION + device	AU	Wood Mackenzie	AU864591	35,42
ENERGYVISION	AU	Wood Mackenzie	AU864590	35,42

<u>Trade Mark Applications</u>				
<u>Trade Mark</u>	<u>Country</u>	<u>Applicant</u>	<u>Application Number</u>	<u>Class(es)</u>
Energyvision + device	NZ	Wood Mackenzie	NZ631210	35
Energyvision + device	US	Wood Mackenzie, a division of Deutsche Bank AG	US124879	35,42
Energyvision + device	NZ	Wood Mackenzie	NZ631211	42
ENERGYVISION	NZ	Wood Mackenzie	NZ631208	35
ENERGYVISION	NZ	Wood Mackenzie	NZ631209	42
ENERGYVISION	EU	Wood Mackenzie	EM1811942	35,38,42
woodmac energyvision + device	EU	Wood Mackenzie	EM1811835	35,38,42
ENERGYVISION	US	Wood Mackenzie, a division of Deutsche Bank AG	US125309	35,42

SCHEDULE

Part 3

[To be typed on the headed notepaper of Deutsche Bank AG London]

To whom it may concern

[] 2001

Dear Sirs

We, Deutsche Bank AG London, have signed the attached Domain Name Transfer Form on behalf of the registered proprietor. These domain names were registered for use in the former business division of Deutsche Bank AG London trading as "Wood MacKenzie". The registrations should have been made in the name of Deutsche Bank AG London but were made, through administrative error, in the name of the business division or in the name of a dormant subsidiary.

We have now agreed to transfer that business division to DMWS 518 Limited, including the domain names and have therefore signed the Domain Name Transfer Forms accordingly.

Yours faithfully

.....

.....

Authorised Signatory

Authorised Signatory

Signed for on behalf of Deutsche Bank AG London